



EDUCATION LEADERSHIP SOLUTIONS

7037 20th Ave S, Suite A
Centerville, MN 55038
www.teamworks4ed.com

WORK ORDER

WORK ORDER #

IL25-26

DATE

9/9/25

CLIENT NAME

Duluth Public Schools

PARTICIPANT NAME

John Magas

DESCRIPTION

FEE

TeamWorks Innovation Lab 2025-26

\$4,000

WORK ORDER APPROVAL

X 

Raymond C. Queener

Owner and Principal Consultant

TeamWorks International, Inc

X 

John Magas (Sep 10, 2025 10:03:25 CDT)

John Magas

Superintendent

Duluth Public Schools

Thank You For Your Business!

INVOICE TO: **INDEPENDENT SCHOOL DISTRICT 709**
709 Portia Johnson Drive
Duluth, MN 55811

Purchasing: (218) 336-8738
Accounts Payable: (218) 336-8701
Email: ap.vendor@isd709.org

TAX ID: 8014301

Vendor 114292

Fiscal Year: 2025-2026

Ship prepaid unless otherwise indicated.

**V
E
N
D
O
R** Commercial Shade and Blind LLC
N4552 459th St
Menomonie, WI 54751

**S
H
I
P
T
O** LOWELL ELEMENTARY SCHOOL
2000 RICE LAKE RD
DULUTH, MN 55811

Attention to: Bryan Brown/KAB

Purchase Order Number

01526075

Lowell Window Shades

Quantity	Unit	Description	Unit Cost	Amount
1.00000		Window Shades at Lowell Elementary School	26,118.	26,118.00

43 each Manual Roller Shades with Fascia
Draper Clutch Flexshade 48001% Openness Fleece Shade Cloth
Installation

See Attached Quote #Q-4398 Dated 09/06/2025
For Full Order Details

Note: ISD 709 is Tax Exempt Our ST3 Form Has
Been Emailed to Czastrowservices@gmail.com

Note: Bill To Address Is Not On The Quote,
Please Update Your Records With:

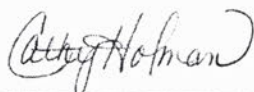
ISD 709 Duluth Public Schools
Accounts Payable
709 Portia Johnson Drive
DULUTH, MN 55811

Or Email Invoice To: ap.vendor@isd709.org

Email PO to: Czastrowservices@gmail.com

Total: \$26,118.00

Authorized Signature:



Cathy Holman, Purchasing Coordinator

VENDOR - PLEASE NOTE FOR PROMPT PAYMENT:

1. Purchase Order number must appear on all correspondence, invoices, and packages.
2. Each Purchase Order must be invoiced separately.
3. See terms and conditions upon request.

Equal Opportunity Employer

Printed: 09/17/2025

Page 1 of 1

COMPANY

PRICE

RANK

PROJECT

Replacing window shades @ Lowell Q- 4398

MN Commercial Shade \$26,118.00

1

Belangers Inc. \$32,720

2

MN COMMERCIAL SHADE AND BLIND

4425 200TH ST. E FARMINGTON, MN 55024

CZASTROWSERVICES@GMAIL.COM

507-990-3001

9/6/2025

Q-4398

Attention: Bryan Brown

Project: Lowell Elementary School

Quote: Window Shades

43 each Manual Roller Shades with Fascia

Draper Clutch Flexshade 4800 1% Openness Fleece Shade Cloth

Installation.

Price..... \$26,118.00

Sales Tax if Applicable: \$2,319.00

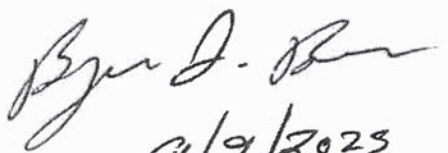
Quote good for 90 days. Please contact Chad Zastrow with questions.

Czastrowservices@gmail.com

Cell: 507-990-3001

Thank you,

Chad Zastrow

Approved: 
9/9/2023

rejected quote



5007 Matterhorn Drive
Duluth MN 55811
Phone - 218-727-5054
Fax - 218-727-3649
www.belangersinc.com
e-mail - info@belangersinc.com

Quotation

Q-4398

DATE

8/29/2025

NAME / ADDRESS

ISD 709 Duluth Public Schools
709 Portia Johnson Drive
Duluth MN 55811

DESCRIPTION	QTY	TOTAL
Re: Lowell Elementary School Mics Remodeling		
Window Treatment		
Roller shade systems using pattern #4800 color Fleece. This Mesh cloth will have a 1% openness factor. All shades will have Fascia to cover the rollers at the top in color Bronze.	41	29,780.00
Installation	41	2,940.00
Quotation prepared by Gary Melander		TOTAL \$32,720.00

Clerical and typographical errors are subject to correction. All prices subject to change after 30 days. All agreements and sales subject to strikes, accidents or causes beyond our control. We are not liable for consequential damages. All sales or other taxes, if any, shall be paid by the purchaser.

AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the 17th day of September in the year 2025
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Duluth Public Schools, ISD #709
709 Portia Johnson Drive
Duluth, MN 55802

and the Contractor:
(Name, legal status, address, and other information)

Belknap Electric, Inc.
1513 Belknap Street
Superior, WI 54880

for the following Project:
(Name, location, and detailed description)

Duluth Public Schools, ISD #709 – Education Center
424 West First Street
Duluth, MN 55802

Work Scope 13 – Electrical

The Construction Manager:
(Name, legal status, address, and other information)

ICS Consulting, LLC (ICS)
1331 Tyler Street N.E., Suite 101
Minneapolis, MN 55413

The Architect:
(Name, legal status, address, and other information)

Miller Architects
3335 W. St. Germain Street
St. Cloud, MN 56301

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows.

Init.

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TABLE OF ARTICLES

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- 8 MISCELLANEOUS PROVISIONS
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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, or reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☒ [X] The date of this Agreement.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

Owner requires work to be substantially complete by July 3, 2026.

Init.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

(Check one of the following boxes and complete the necessary information.)

- ☐ Not later than () calendar days from the date of commencement of the Work.
- ☐ By the following date:

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete
-----------------	-----------------------------------

§ 3.4.3 The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that the Owner has entered into, or will enter into, binding agreements with third parties based upon the Contractor’s achieving Substantial Completion of the Work within the Contract Time. The Contractor further acknowledges and agrees that if the Contractor fails to complete substantially or cause the Substantial Completion of any portion of the Work within the Contract Time, the Owner will sustain extensive damages and serious loss as a result of such failure.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be one of the following:

- ☒ Stipulated Sum, in accordance with Section 4.2 below

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be Two Million, Six Hundred Sixty-Eight Thousand, Three Hundred Eighty-Six and 00/100 Dollars (\$ 2,668,386.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.2.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
Allowance #6: 15 Data drops not identified on plans	\$4,500.00
Allowance #6: Power for exterior signage, or lighting	\$2,500.00

§ 4.2.4 Unit prices, if any:

(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.3 - 4.6 Intentionally omitted

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

As set forth in **§ 5.1.3** of this Agreement

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the twenty-fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall wait until the following months cycle for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work:

Init.

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- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Construction Manager or the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- .3 For Work performed or defects discovered since the last payment application, any amount for which the Construction Manager or the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019; and
- .4 Retainage withheld pursuant to Section 5.1.7

(Paragraphs deleted)

§ 5.1.5-5.1.6 Intentionally omitted as N/A

(Paragraph deleted)

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold

(Paragraphs deleted)

retainage as set forth in AIA A232-2019.

§ 5.1.7.1.1 Intentionally omitted as N/A

§ 5.1.7.2 Intentionally omitted as N/A

§ 5.1.7.3 Intentionally omitted as N/A

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232-2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect or the Construction Manager.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 60 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

§ 5.2.2 Intentionally omitted as N/A

Init.

§ 5.2.2.1

(Paragraphs deleted)

Intentionally omitted as N/A

§ 5.2.2.2 Intentionally omitted as N/A

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Construction Manager will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[

[X] Litigation in a court of competent jurisdiction.

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor within seven (7) days payment for Work properly performed consistent with the Contract Documents prior to termination, reasonable reimbursable expenses incurred, and reasonable costs attributable to termination.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2 Intentionally omitted as N/A

(Paragraphs deleted)

Init.

§ 7.3 Intentionally omitted as N/A

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2019, as amended for the Project, where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended, modified, deleted or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Bryan Brown
Facilities Manager
Duluth Public Schools, ISD #709
713 Portia Johnson Drive
Duluth, MN 55811
bryan.brown@isd709.org

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Christopher Krook
Belknap Electric, Inc.
1513 Belknap Street
Superior, WI 54880
715-394-7769
chriskrook@belknapelectric.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Intentionally omitted as N/A

§ 8.8 The Owner and Contractor acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party which are not embodied in this Agreement, and that any agreement, statement or promise that is not contained in this Agreement shall not be valid or binding on any party and shall not have any force or effect.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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User Notes:

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- .1 AIA Document A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as amended for the Project
- .2 Intentionally omitted as N/A
- .3 AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project
- .4 Building Information Modeling, if completed:

- .5 Drawings

Number	Title	Date
Exhibit A		

- .6 Specifications

Section	Title	Date	Pages
Exhibit B			

- .7 Addenda, if any:

Number	Date	Pages
One	July 25, 2025	117
Two	July 29, 2025	1
Three	July 31, 2025	3
Four	August 4, 2025	1

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:

(Paragraph deleted)

Exhibit C – Other Provisions to Standard Contractor Agreement

(Table deleted)

(Table deleted)

(Paragraph deleted)

- .9 Other documents, if any, listed below:

This Agreement is entered into as of the day and year first written above.

Signed by:

Simone Zurich

9/17/2025

OWNER (Signature)

Simone Zurich
Executive Director of Business Services

(Printed name and title)

Signed by:

Christopher Krook

9/17/2025

CONTRACTOR (Signature)

Christopher Krook
President

(Printed name and title)

Init.

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(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Duluth Public Schools, ISD #709
709 Portia Johnson Drive
Duluth, MN 55802

and the Contractor:
(Name, legal status, address, and other information)

Sorlie Acoustics, Inc.
4729 Martin Road
Duluth, MN 55803

for the following Project:
(Name, location, and detailed description)

Duluth Public Schools, ISD #709 – Education Center
424 West First Street
Duluth, MN 55802

Work Scope 09 – Acoustical Ceilings

The Construction Manager:
(Name, legal status, address, and other information)

ICS Consulting, LLC (ICS)
1331 Tyler Street N.E., Suite 101
Minneapolis, MN 55413

The Architect:
(Name, legal status, address, and other information)

Miller Architects
3335 W. St. Germain Street
St. Cloud, MN 56301

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ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, or reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

☒ [X] The date of this Agreement.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:
(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

Owner requires work to be substantially complete by July 3, 2026.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:
(Check one of the following boxes and complete the necessary information.)

- ☐ Not later than () calendar days from the date of commencement of the Work.
- ☐ By the following date:

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete
-----------------	-----------------------------------

§ 3.4.3 The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that the Owner has entered into, or will enter into, binding agreements with third parties based upon the Contractor's achieving Substantial Completion of the Work within the Contract Time. The Contractor further acknowledges and agrees that if the Contractor fails to complete substantially or cause the Substantial Completion of any portion of the Work within the Contract Time, the Owner will sustain extensive damages and serious loss as a result of such failure.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

- ☒ Stipulated Sum, in accordance with Section 4.2 below

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be One Hundred Ninety Thousand, Six Hundred Eighty-Five and 00/100 Dollars (\$ 190,685.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.2.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
Allowance #5: Trade Damage	\$3,000.00

§ 4.2.4 Unit prices, if any:
(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.3 - 4.6 Intentionally omitted

(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
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(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

As set forth in § 5.1.3 of this Agreement

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the twenty-fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall wait until the following months cycle for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:
.1 That portion of the Contract Sum properly allocable to completed Work;

- 2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- 3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- 1 The aggregate of any amounts previously paid by the Owner;
- 2 The amount, if any, for Work that remains uncorrected and for which the Construction Manager or the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- 3 For Work performed or defects discovered since the last payment application, any amount for which the Construction Manager or the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019; and
- 4 Retainage withheld pursuant to Section 5.1.7

(Paragraphs deleted)

§ 5.1.5-5.1.6 Intentionally omitted as N/A

(Paragraph deleted)

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold

(Paragraphs deleted)

retainage as set forth in AIA A232-2019.

§ 5.1.7.1.1 Intentionally omitted as N/A

§ 5.1.7.2 Intentionally omitted as N/A

§ 5.1.7.3 Intentionally omitted as N/A

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- 1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232-2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- 2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect or the Construction Manager.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 60 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

§ 5.2.2 Intentionally omitted as N/A

§ 5.2.2.1

(Paragraphs deleted)

Intentionally omitted as N/A

§ 5.2.2.2 Intentionally omitted as N/A

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Construction Manager will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[

[X] Litigation in a court of competent jurisdiction.

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor within seven (7) days payment for Work properly performed consistent with the Contract Documents prior to termination, reasonable reimbursable expenses incurred, and reasonable costs attributable to termination.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2 Intentionally omitted as N/A

(Paragraphs deleted)

Init.

§ 7.3 Intentionally omitted as N/A

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2019, as amended for the Project, where reference is made in this Agreement to a provision of AIA Document A232-2019 or another Contract Document, the reference refers to that provision as amended, modified, deleted or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Bryan Brown
Facilities Manager
Duluth Public Schools, ISD #709
713 Portia Johnson Drive
Duluth, MN 55811
bryan.brown@isd709.org

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Matt Olin
Sorlie Acoustics, Inc.
4729 Martin Road
Duluth, MN 55803
218-733-7055
mattolin@sorlieacoustics.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232-2019, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Intentionally omitted as N/A

§ 8.8 The Owner and Contractor acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party which are not embodied in this Agreement, and that any agreement, statement or promise that is not contained in this Agreement shall not be valid or binding on any party and shall not have any force or effect.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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- .1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as amended for the Project
- .2 Intentionally omitted as N/A
- .3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project
- .4 Building Information Modeling, if completed:

.5 Drawings

Number	Title	Date
Exhibit A		

.6 Specifications

Section	Title	Date	Pages
Exhibit B			

.7 Addenda, if any:

Number	Date	Pages
One	July 25, 2025	117
Two	July 29, 2025	1
Three	July 31, 2025	3
Four	August 4, 2025	1

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Paragraph deleted)

Exhibit C – Other Provisions to Standard Contractor Agreement

(Table deleted)

(Table deleted)

(Paragraph deleted)

.9 Other documents, if any, listed below:

This Agreement is entered into as of the day and year first written above.

Signed by:
Simone Zurich 9/17/2025
OWNER (Signature)

Simone Zurich
Executive Director of Business Services
(Printed name and title)

DocuSigned by:
Matt Olin 9/17/2025
CONTRACTOR (Signature)

Matt Olin
President
(Printed name and title)

AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the 17th day of September in the year 2025
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Duluth Public Schools, ISD #709
709 Portia Johnson Drive
Duluth, MN 55802

and the Contractor:
(Name, legal status, address, and other information)

Mulcahy Nickolaus, LLC
2980 Granada Lane North
Oakdale, MN 55128

for the following Project:
(Name, location, and detailed description)

Duluth Public Schools, ISD #709 – Education Center
424 West First Street
Duluth, MN 55802

Work Scope 06 – Painting

The Construction Manager:
(Name, legal status, address, and other information)

ICS Consulting, LLC (ICS)
1331 Tyler Street N.E., Suite 101
Minneapolis, MN 55413

The Architect:
(Name, legal status, address, and other information)

Miller Architects
3335 W. St. Germain Street
St. Cloud, MN 56301

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows.

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(1766667091)

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, or reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[X] The date of this Agreement.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:
(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

Owner requires work to be substantially complete by July 3, 2026.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

(Check one of the following boxes and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement of the Work.

☐ By the following date:

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete
-----------------	-----------------------------------

§ 3.4.3 The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that the Owner has entered into, or will enter into, binding agreements with third parties based upon the Contractor's achieving Substantial Completion of the Work within the Contract Time. The Contractor further acknowledges and agrees that if the Contractor fails to complete substantially or cause the Substantial Completion of any portion of the Work within the Contract Time, the Owner will sustain extensive damages and serious loss as a result of such failure.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

☒ Stipulated Sum, in accordance with Section 4.2 below

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be One Hundred Seventy-Four Thousand, One Hundred Ninety-Five and 00/100 Dollars (\$ 174,195.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.2.3 Allowances, if any, included in the Contract Sum:

Init.

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User Notes:

(1766667091)

(Identify each allowance.)

Item	Price
Allowance #4: Trade Damage	\$10,000.00

§ 4.2.4 Unit prices, if any:
(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.3 - 4.6 Intentionally omitted
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

As set forth in § 5.1.3 of this Agreement

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the twenty-fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall wait until the following months cycle for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- § 5.1.4.3.1 The amount of each progress payment shall first include:
- .1 That portion of the Contract Sum properly allocable to completed Work;

- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Construction Manager or the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- .3 For Work performed or defects discovered since the last payment application, any amount for which the Construction Manager or the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019; and
- .4 Retainage withheld pursuant to Section 5.1.7

(Paragraphs deleted)

§ 5.1.5-5.1.6 Intentionally omitted as N/A

(Paragraph deleted)

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold

(Paragraphs deleted)

retainage as set forth in AIA A232-2019.

§ 5.1.7.1.1 Intentionally omitted as N/A

§ 5.1.7.2 Intentionally omitted as N/A

§ 5.1.7.3 Intentionally omitted as N/A

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232-2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect or the Construction Manager.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 60 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

§ 5.2.2 Intentionally omitted as N/A

§ 5.2.2.1
(Paragraphs deleted)
Intentionally omitted as N/A

§ 5.2.2.2 Intentionally omitted as N/A

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker
The Construction Manager will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

- [
[X] Litigation in a court of competent jurisdiction.

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum
§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.1.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor within seven (7) days payment for Work properly performed consistent with the Contract Documents prior to termination, reasonable reimbursable expenses incurred, and reasonable costs attributable to termination.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2 Intentionally omitted as N/A
(Paragraphs deleted)

§ 7.3 Intentionally omitted as N/A

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2019, as amended for the Project, where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended, modified, deleted or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Bryan Brown
Facilities Manager
Duluth Public Schools, ISD #709
713 Portia Johnson Drive
Duluth, MN 55811
bryan.brown@isd709.org

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Derek Wiles
Mulcahy Nickolaus
2980 Granada Lane N
Oakdale, MN 55128
651-770-5250
derek.wiles@mulcahynickolaus.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Intentionally omitted as N/A

§ 8.8 The Owner and Contractor acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party which are not embodied in this Agreement, and that any agreement, statement or promise that is not contained in this Agreement shall not be valid or binding on any party and shall not have any force or effect.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as amended for the Project
- .2 Intentionally omitted as N/A
- .3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project
- .4 Building Information Modeling, if completed:

.5 Drawings

Number	Title	Date
Exhibit A		

.6 Specifications

Section	Title	Date	Pages
Exhibit B			

.7 Addenda, if any:

Number	Date	Pages
One	July 25, 2025	117
Two	July 29, 2025	1
Three	July 31, 2025	3
Four	August 4, 2025	1

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

Exhibit C – Other Provisions to Standard Contractor Agreement

(Table deleted)

(Table deleted)

.9 Other documents, if any, listed below:

(Paragraph deleted)

This Agreement is entered into as of the day and year first written above.

Signed by:
Simone Zurich 9/17/2025
OWNER (Signature)
Simone Zurich
Executive Director of Business Services
(Printed name and title)

Signed by:
Derek Wiles 9/17/2025
CONTRACTOR (Signature)
Derek Wiles
Project Manager
(Printed name and title)

AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the 17th day of September in the year 2025
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Duluth Public Schools, ISD #709
709 Portia Johnson Drive
Duluth, MN 55802

and the Contractor:
(Name, legal status, address, and other information)

Intercon Group, Inc.
1775 Shilhon Road
Duluth, MN 55804

for the following Project:
(Name, location, and detailed description)

Duluth Public Schools, ISD #709 – Education Center
424 West First Street
Duluth, MN 55802

Work Scope 03 – General Construction

The Construction Manager:
(Name, legal status, address, and other information)

ICS Consulting, LLC (ICS)
1331 Tyler Street N.E., Suite 101
Minneapolis, MN 55413

The Architect:
(Name, legal status, address, and other information)

Miller Architects
3335 W. St. Germain Street
St. Cloud, MN 56301

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, or reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[X] The date of this Agreement.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:
(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

Owner requires work to be substantially complete by July 3, 2026.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

(Check one of the following boxes and complete the necessary information.)

[] Not later than () calendar days from the date of commencement of the Work.

[] By the following date:

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete
-----------------	-----------------------------------

§ 3.4.3 The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that the Owner has entered into, or will enter into, binding agreements with third parties based upon the Contractor’s achieving Substantial Completion of the Work within the Contract Time. The Contractor further acknowledges and agrees that if the Contractor fails to complete substantially or cause the Substantial Completion of any portion of the Work within the Contract Time, the Owner will sustain extensive damages and serious loss as a result of such failure.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be one of the following:

[X] Stipulated Sum, in accordance with Section 4.2 below

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be Three Million, Two Hundred Seventy-Five Thousand and 00/100 Dollars (\$ 3,275,480.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate No. 2: Infill	\$18,480.00

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.2.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
Allowance #1: Exterior Signage	\$15,000.00
Allowance #2: Owner Allowance	\$15,000.00

§ 4.2.4 Unit prices, if any:
(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.3 - 4.6 Intentionally omitted
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

As set forth in § 5.1.3 of this Agreement

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the twenty-fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall wait until the following months cycle for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- § 5.1.4.3.1 The amount of each progress payment shall first include:
- .1 That portion of the Contract Sum properly allocable to completed Work:

- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Construction Manager or the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- .3 For Work performed or defects discovered since the last payment application, any amount for which the Construction Manager or the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019; and
- .4 Retainage withheld pursuant to Section 5.1.7

(Paragraphs deleted)

§ 5.1.5-5.1.6 Intentionally omitted as N/A

(Paragraphs deleted)

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold

(Paragraphs deleted)

retainage as set forth in AIA A232-2019.

§ 5.1.7.1.1 Intentionally omitted as N/A

§ 5.1.7.2 Intentionally omitted as N/A

§ 5.1.7.3 Intentionally omitted as N/A

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232-2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect or the Construction Manager.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 60 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

§ 5.2.2 Intentionally omitted as N/A

§ 5.2.2.1

(Paragraphs deleted)

Intentionally omitted as N/A

§ 5.2.2.2 Intentionally omitted as N/A

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Construction Manager will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[

[X] Litigation in a court of competent jurisdiction.

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor within seven (7) days payment for Work properly performed consistent with the Contract Documents prior to termination, reasonable reimbursable expenses incurred, and reasonable costs attributable to termination.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2 Intentionally omitted as N/A

(Paragraphs deleted)

Init.

§ 7.3 Intentionally omitted as N/A

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2019, as amended for the Project, where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended, modified, deleted or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Bryan Brown
Facilities Manager
Duluth Public Schools, ISD #709
713 Portia Johnson Drive
Duluth, MN 55811
bryan.brown@isd709.org

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Barry Lobbestael
Intercon Group Inc.
1775 Shilhon Road
Duluth, MN 55804
218-464-2876
barry@intercogroupinc.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Intentionally omitted as N/A

§ 8.8 The Owner and Contractor acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party which are not embodied in this Agreement, and that any agreement, statement or promise that is not contained in this Agreement shall not be valid or binding on any party and shall not have any force or effect.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

AIA Document A132 – 2019. Copyright © 1975, 1980, 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:01:41 on 09/17/2025 under Order No.20250097344 which expires on 01/29/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1800227128)

Init.

- .1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as amended for the Project
- .2 Intentionally omitted as N/A
- .3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project
- .4 Building Information Modeling, if completed:

.5 Drawings

Number	Title	Date
Exhibit A		

.6 Specifications

Section	Title	Date	Pages
Exhibit B			

.7 Addenda, if any:

Number	Date	Pages
One	July 25, 2025	117
Two	July 29, 2025	1
Three	July 31, 2025	3
Four	August 4, 2025	1

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Paragraph deleted)

Exhibit C – Other Provisions to Standard Contractor Agreement

(Table deleted)

(Table deleted)

(Paragraph deleted)

.9 Other documents, if any, listed below:

This Agreement is entered into as of the day and year first written above.

Signed by:
Simone Zurich 9/17/2025
OWNER (Signature)

Simone Zurich
Executive Director of Business Services
(Printed name and title)

Signed by:
Brian Lobbestael 9/17/2025
CONTRACTOR (Signature)

Brian Lobbestael
President
(Printed name and title)

AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the 17th day of September in the year 2025
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Duluth Public Schools, ISD #709
709 Portia Johnson Drive
Duluth, MN 55802

and the Contractor:
(Name, legal status, address, and other information)

Pinnacle Wall Systems
4849 White Bear Parkway
White Bear Lake, MN 55110

for the following Project:
(Name, location, and detailed description)

Duluth Public Schools, ISD #709 – Education Center
424 West First Street
Duluth, MN 55802

Work Scope 05 – Gypsum Assemblies

The Construction Manager:
(Name, legal status, address, and other information)

ICS Consulting, LLC (ICS)
1331 Tyler Street N.E., Suite 101
Minneapolis, MN 55413

The Architect:
(Name, legal status, address, and other information)

Miller Architects
3335 W. St. Germain Street
St. Cloud, MN 56301

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

AIA Document A132 – 2019. Copyright © 1975, 1980, 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:06:01 on 09/17/2025 under Order No. 20250097344 which expires on 01/29/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(844646511)

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
(Paragraph deleted)

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, or reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

☒ [X] The date of this Agreement.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:
(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

Owner requires work to be substantially complete by July 3, 2026.

Init.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

(Check one of the following boxes and complete the necessary information.)

[] Not later than () calendar days from the date of commencement of the Work.

[] By the following date:

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete
-----------------	-----------------------------------

§ 3.4.3 The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that the Owner has entered into, or will enter into, binding agreements with third parties based upon the Contractor's achieving Substantial Completion of the Work within the Contract Time. The Contractor further acknowledges and agrees that if the Contractor fails to complete substantially or cause the Substantial Completion of any portion of the Work within the Contract Time, the Owner will sustain extensive damages and serious loss as a result of such failure.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

[X] Stipulated Sum, in accordance with Section 4.2 below

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be One Million, Sixty-Five Thousand and 00/100 Dollars (\$ 1,065,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.2.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
Allowance #3: Owner Allowance	\$5,000.00

§ 4.2.4 Unit prices, if any:
(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.3 - 4.6 Intentionally omitted

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

As set forth in § 5.1.3 of this Agreement

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the twenty-fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall wait until the following months cycle for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:
.1 That portion of the Contract Sum properly allocable to completed Work;

- 2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- 3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- 1 The aggregate of any amounts previously paid by the Owner;
- 2 The amount, if any, for Work that remains uncorrected and for which the Construction Manager or the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- 3 For Work performed or defects discovered since the last payment application, any amount for which the Construction Manager or the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019; and
- 4 Retainage withheld pursuant to Section 5.1.7

(Paragraphs deleted)

§ 5.1.5-5.1.6 Intentionally omitted as N/A

(Paragraph deleted)

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold

(Paragraphs deleted)

retainage as set forth in AIA A232-2019.

§ 5.1.7.1.1 Intentionally omitted as N/A

§ 5.1.7.2 Intentionally omitted as N/A

§ 5.1.7.3 Intentionally omitted as N/A

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- 1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232-2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- 2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect or the Construction Manager.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 60 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

§ 5.2.2 Intentionally omitted as N/A

Init.

§ 5.2.2.1

(Paragraphs deleted)

Intentionally omitted as N/A

§ 5.2.2.2 Intentionally omitted as N/A

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Construction Manager will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[

[**X**] Litigation in a court of competent jurisdiction.

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor within seven (7) days payment for Work properly performed consistent with the Contract Documents prior to termination, reasonable reimbursable expenses incurred, and reasonable costs attributable to termination.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2 Intentionally omitted as N/A

(Paragraphs deleted)

Init.

§ 7.3 Intentionally omitted as N/A

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2019, as amended for the Project, where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended, modified, deleted or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Bryan Brown
Facilities Manager
Duluth Public Schools, ISD #709
713 Portia Johnson Drive
Duluth, MN 55811
bryan.brown@isd709.org

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Sam Caspers
Pinnacle Wall Systems
4849 White Bear Parkway
White Bear Lake, MN 55110
651-653-3303
sam.caspers@pinnaclewall.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Intentionally omitted as N/A

§ 8.8 The Owner and Contractor acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party which are not embodied in this Agreement, and that any agreement, statement or promise that is not contained in this Agreement shall not be valid or binding on any party and shall not have any force or effect.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as amended for the Project
- .2 Intentionally omitted as N/A
- .3 AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project
- .4 Building Information Modeling, if completed:

.5 Drawings

Number	Title	Date
Exhibit A		

.6 Specifications

Section	Title	Date	Pages
Exhibit B			

.7 Addenda, if any:

Number	Date	Pages
One	July 25, 2025	117
Two	July 29, 2025	1
Three	July 31, 2025	3
Four	August 4, 2025	1

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Paragraph deleted)

Exhibit C – Other Provisions to Standard Contractor Agreement

(Table deleted)

(Table deleted)

(Paragraph deleted)

.9 Other documents, if any, listed below:

This Agreement is entered into as of the day and year first written above.

Signed by:
Simone Zurich 9/24/2025
OWNER (Signature)

Simone Zurich
Executive Director of Business Services
(Printed name and title)

DocuSigned by:
Jack Mulcahy 9/22/2025
CONTRACTOR (Signature)

Jack Mulcahy
Owner
(Printed name and title)

AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the 17th day of September in the year 2025
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Duluth Public Schools, ISD #709
709 Portia Johnson Drive
Duluth, MN 55802

and the Contractor:
(Name, legal status, address, and other information)

FirePro Sprinkler Specialists, Inc.
5501 Miller Trunk Hwy.
Hermantown, MN 55811

for the following Project:
(Name, location, and detailed description)

Duluth Public Schools, ISD #709 – Education Center
424 West First Street
Duluth, MN 55802

Work Scope 11 – Fire Suppression

The Construction Manager:
(Name, legal status, address, and other information)

ICS Consulting, LLC (ICS)
1331 Tyler Street N.E., Suite 101
Minneapolis, MN 55413

The Architect:
(Name, legal status, address, and other information)

Miller Architects
3335 W. St. Germain Street
St. Cloud, MN 56301

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS <i>(Paragraph deleted)</i>

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, or reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☒ [X] The date of this Agreement.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

Owner requires work to be substantially complete by July 3, 2026.

Init.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

(Check one of the following boxes and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement of the Work.

☐ By the following date:

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete
-----------------	-----------------------------------

§ 3.4.3 The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that the Owner has entered into, or will enter into, binding agreements with third parties based upon the Contractor's achieving Substantial Completion of the Work within the Contract Time. The Contractor further acknowledges and agrees that if the Contractor fails to complete substantially or cause the Substantial Completion of any portion of the Work within the Contract Time, the Owner will sustain extensive damages and serious loss as a result of such failure.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

☒ Stipulated Sum, in accordance with Section 4.2 below

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be One Hundred Ninety-Eight Thousand and 00/100 Dollars (\$ 198,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate No. 1C: Water Service	\$8,600.00

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.2.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item

Price

§ 4.2.4 Unit prices, if any:

(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price per Unit (\$0.00)

§ 4.3 - 4.6 Intentionally omitted

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

As set forth in § 5.1.3 of this Agreement

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the twenty-fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall wait until the following months cycle for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;

Init.

- 2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- 3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- 1 The aggregate of any amounts previously paid by the Owner;
- 2 The amount, if any, for Work that remains uncorrected and for which the Construction Manager or the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- 3 For Work performed or defects discovered since the last payment application, any amount for which the Construction Manager or the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019; and
- 4 Retainage withheld pursuant to Section 5.1.7

(Paragraphs deleted)

§ 5.1.5-5.1.6 Intentionally omitted as N/A

(Paragraph deleted)

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold

(Paragraphs deleted)

retainage as set forth in AIA A232-2019.

§ 5.1.7.1.1 Intentionally omitted as N/A

§ 5.1.7.2 Intentionally omitted as N/A

§ 5.1.7.3 Intentionally omitted as N/A

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- 1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232-2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- 2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect or the Construction Manager.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 60 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

§ 5.2.2 Intentionally omitted as N/A

§ 5.2.2.1

(Paragraphs deleted)

Intentionally omitted as N/A

§ 5.2.2.2 Intentionally omitted as N/A

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Construction Manager will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[

[X] Litigation in a court of competent jurisdiction.

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor within seven (7) days payment for Work properly performed consistent with the Contract Documents prior to termination, reasonable reimbursable expenses incurred, and reasonable costs attributable to termination.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2 Intentionally omitted as N/A

(Paragraphs deleted)

Init.

§ 7.3 Intentionally omitted as N/A

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2019, as amended for the Project, where reference is made in this Agreement to a provision of AIA Document A232-2019 or another Contract Document, the reference refers to that provision as amended, modified, deleted or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Bryan Brown
Facilities Manager
Duluth Public Schools, ISD #709
713 Portia Johnson Drive
Duluth, MN 55811
bryan.brown@isd709.org

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Craig Johnson
FirePro Sprinkler Specialists, Inc.
5501 Miller Trunk Highway
Hermantown, MN 55811
218-343-2006
craig@fireprosprinklers.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Intentionally omitted as N/A

§ 8.8 The Owner and Contractor acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party which are not embodied in this Agreement, and that any agreement, statement or promise that is not contained in this Agreement shall not be valid or binding on any party and shall not have any force or effect.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

Init.

AIA Document A132 – 2019. Copyright © 1975, 1980, 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:15:57 on 09/17/2025 under Order No.20250097344 which expires on 01/29/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1919056461)

- .1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as amended for the Project
- .2 Intentionally omitted as N/A
- .3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project
- .4 Building Information Modeling, if completed:

.5 Drawings

Number	Title	Date
Exhibit A		

.6 Specifications

Section	Title	Date	Pages
Exhibit B			

.7 Addenda, if any:

Number	Date	Pages
One	July 25, 2025	117
Two	July 29, 2025	1
Three	July 31, 2025	3
Four	August 4, 2025	1

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

Exhibit C – Other Provisions to Standard Contractor Agreement

(Table deleted)

(Table deleted)

.9 Other documents, if any, listed below:

(Paragraph deleted)

This Agreement is entered into as of the day and year first written above.

Signed by:
Simone Zurich 9/23/2025
OWNER (Signature)
Simone Zurich
Executive Director of Business Services
(Printed name and title)

Signed by:
Craig Johnson 9/22/2025
CONTRACTOR (Signature)
Craig Johnson
Project Manager
(Printed name and title)

AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the 17th day of September in the year 2025
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Duluth Public Schools, ISD #709
 709 Portia Johnson Drive
 Duluth, MN 55802

and the Contractor:
(Name, legal status, address, and other information)

Harbor City Masonry, Inc.
 310 S. Central Avenue
 Duluth, MN 55807

for the following Project:
(Name, location, and detailed description)

Duluth Public Schools, ISD #709 – Education Center
 424 West First Street
 Duluth, MN 55802

Work Scope 02 - Masonry

The Construction Manager:
(Name, legal status, address, and other information)

ICS Consulting, LLC (ICS)
 1331 Tyler Street N.E., Suite 101
 Minneapolis, MN 55413

The Architect:
(Name, legal status, address, and other information)

Miller Architects
 3335 W. St. Germain Street
 St. Cloud, MN 56301

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

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8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS <i>(Paragraph deleted)</i>

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, or reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☒ [X] The date of this Agreement.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

Owner requires work to be substantially complete by July 3, 2026.

Init.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

(Check one of the following boxes and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement of the Work.

☐ By the following date:

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete
-----------------	-----------------------------------

§ 3.4.3 The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that the Owner has entered into, or will enter into, binding agreements with third parties based upon the Contractor's achieving Substantial Completion of the Work within the Contract Time. The Contractor further acknowledges and agrees that if the Contractor fails to complete substantially or cause the Substantial Completion of any portion of the Work within the Contract Time, the Owner will sustain extensive damages and serious loss as a result of such failure.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

☒ Stipulated Sum, in accordance with Section 4.2 below

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be One Hundred Eighty-Nine Thousand, Four Hundred Thirty-Five and 00/100 Dollars (\$ 189,435.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.2.3 Allowances, if any, included in the Contract Sum:

Init.

(Identify each allowance.)

Item	Price
§ 4.2.4 Unit prices, if any: (Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)	

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.3 - 4.6 Intentionally omitted

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

As set forth in **§ 5.1.3** of this Agreement

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the twenty-fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall wait until the following months cycle for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;

- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Construction Manager or the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- .3 For Work performed or defects discovered since the last payment application, any amount for which the Construction Manager or the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019; and
- .4 Retainage withheld pursuant to Section 5.1.7

(Paragraphs deleted)

§ 5.1.5-5.1.6 Intentionally omitted as N/A

(Paragraph deleted)

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold

(Paragraphs deleted)

retainage as set forth in AIA A232-2019.

§ 5.1.7.1.1 Intentionally omitted as N/A

§ 5.1.7.2 Intentionally omitted as N/A

§ 5.1.7.3 Intentionally omitted as N/A

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232-2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect or the Construction Manager.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 60 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

§ 5.2.2 Intentionally omitted as N/A

Init.

§ 5.2.2.1

(Paragraphs deleted)

Intentionally omitted as N/A

§ 5.2.2.2 Intentionally omitted as N/A

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Construction Manager will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[

[X] Litigation in a court of competent jurisdiction.

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor within seven (7) days payment for Work properly performed consistent with the Contract Documents prior to termination, reasonable reimbursable expenses incurred, and reasonable costs attributable to termination.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2 Intentionally omitted as N/A

(Paragraphs deleted)

§ 7.3 Intentionally omitted as N/A

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2019, as amended for the Project, where reference is made in this Agreement to a provision of AIA Document A232-2019 or another Contract Document, the reference refers to that provision as amended, modified, deleted or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Bryan Brown
Facilities Manager
Duluth Public Schools, ISD #709
713 Portia Johnson Drive
Duluth, MN 55811
bryan.brown@isd709.org

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Roger Anderson
Harbor City Masonry, Inc.
310 S. Central Ave
Duluth, MN 55807
218-628-3686
roger@harborcitymasonry.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232-2019, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Intentionally omitted as N/A

§ 8.8 The Owner and Contractor acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party which are not embodied in this Agreement, and that any agreement, statement or promise that is not contained in this Agreement shall not be valid or binding on any party and shall not have any force or effect.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

Init.

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User Notes:

(1232290392)

- .1 AIA Document A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as amended for the Project
- .2 Intentionally omitted as N/A
- .3 AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project
- .4 Building Information Modeling, if completed:

.5 Drawings

Number	Title	Date
Exhibit A		

.6 Specifications

Section	Title	Date	Pages
Exhibit B			

.7 Addenda, if any:

Number	Date	Pages
One	July 25, 2025	117
Two	July 29, 2025	1
Three	July 31, 2025	3
Four	August 4, 2025	1

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Paragraph deleted)

Exhibit C – Other Provisions to Standard Contractor Agreement

(Table deleted)

(Table deleted)

(Paragraph deleted)

.9 Other documents, if any, listed below:

This Agreement is entered into as of the day and year first written above.

Signed by:

Simone Zurich

9/23/2025

OWNER (Signature)

Simone Zurich
Executive Director of Business Services
(Printed name and title)

DocuSigned by:

Roger Anderson

9/22/2025

CONTRACTOR (Signature)

Roger Anderson
President
(Printed name and title)

Init.

AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the 17th day of September in the year 2025
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Duluth Public Schools, ISD #709
709 Portia Johnson Drive
Duluth, MN 55802

and the Contractor:
(Name, legal status, address, and other information)

Veit & Company, Inc.
14000 Veit Place
Rogers, MN 55374

for the following Project:
(Name, location, and detailed description)

Duluth Public Schools, ISD #709 – Education Center
424 West First Street
Duluth, MN 55802

Work Scope 01 - Utilities

The Construction Manager:
(Name, legal status, address, and other information)

ICS Consulting, LLC (ICS)
1331 Tyler Street N.E., Suite 101
Minneapolis, MN 55413

The Architect:
(Name, legal status, address, and other information)

Miller Architects
3335 W. St. Germain Street
St. Cloud, MN 56301

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(1649959473)

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, or reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☒ [X] The date of this Agreement.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

Owner requires work to be substantially complete by July 3, 2026.

Init.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

(Check one of the following boxes and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement of the Work.

☐ By the following date:

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete
-----------------	-----------------------------------

§ 3.4.3 The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that the Owner has entered into, or will enter into, binding agreements with third parties based upon the Contractor's achieving Substantial Completion of the Work within the Contract Time. The Contractor further acknowledges and agrees that if the Contractor fails to complete substantially or cause the Substantial Completion of any portion of the Work within the Contract Time, the Owner will sustain extensive damages and serious loss as a result of such failure.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

☒ Stipulated Sum, in accordance with Section 4.2 below

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be One Hundred Thirty-Eight Thousand and 00/100 Dollars (\$ 138,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate No. 1B: Water Service	\$50,000.00

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.2.3 Allowances, if any, included in the Contract Sum:

Init.

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User Notes:

(1649959473)

(Identify each allowance.)

Item

Price

§ 4.2.4 Unit prices, if any:

(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price per Unit (\$0.00)

§ 4.3 - 4.6 Intentionally omitted

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

As set forth in § 5.1.3 of this Agreement

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the twenty-fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall wait until the following months cycle for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;

Init.

- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Construction Manager or the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- .3 For Work performed or defects discovered since the last payment application, any amount for which the Construction Manager or the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019; and
- .4 Retainage withheld pursuant to Section 5.1.7

(Paragraphs deleted)

§ 5.1.5-5.1.6 Intentionally omitted as N/A

(Paragraph deleted)

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold

(Paragraphs deleted)

retainage as set forth in AIA A232-2019.

§ 5.1.7.1.1 Intentionally omitted as N/A

§ 5.1.7.2 Intentionally omitted as N/A

§ 5.1.7.3 Intentionally omitted as N/A

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232-2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect or the Construction Manager.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 60 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

§ 5.2.2 Intentionally omitted as N/A

Init.

§ 5.2.2.1

(Paragraphs deleted)

Intentionally omitted as N/A

§ 5.2.2.2 Intentionally omitted as N/A

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Construction Manager will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[

[X] Litigation in a court of competent jurisdiction.

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor within seven (7) days payment for Work properly performed consistent with the Contract Documents prior to termination, reasonable reimbursable expenses incurred, and reasonable costs attributable to termination.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2 Intentionally omitted as N/A

(Paragraphs deleted)

Init.

§ 7.3 Intentionally omitted as N/A

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2019, as amended for the Project, where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended, modified, deleted or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Bryan Brown
Facilities Manager
Duluth Public Schools, ISD #709
713 Portia Johnson Drive
Duluth, MN 55811
bryan.brown@isd709.org

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Andy Dammer
Veit & Company, Inc.
14000 Veit Place
Rogers, MN 55374
763-428-2242
andy.dammer@veitusa.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Intentionally omitted as N/A

§ 8.8 The Owner and Contractor acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party which are not embodied in this Agreement, and that any agreement, statement or promise that is not contained in this Agreement shall not be valid or binding on any party and shall not have any force or effect.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as amended for the Project
- .2 Intentionally omitted as N/A
- .3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project
- .4 Building Information Modeling, if completed:

- .5 Drawings

Number	Title	Date
Exhibit A		

- .6 Specifications

Section	Title	Date	Pages
Exhibit B			

- .7 Addenda, if any:

Number	Date	Pages
One	July 25, 2025	117
Two	July 29, 2025	1
Three	July 31, 2025	3
Four	August 4, 2025	1

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:

Exhibit C – Other Provisions to Standard Contractor Agreement

(Table deleted)

(Table deleted)

- .9 Other documents, if any, listed below:

(Paragraph deleted)

This Agreement is entered into as of the day and year first written above.

Signed by:

Simone Zurich
OWNER (Signature)

9/23/2025

Signed by:

Peter Williams
CONTRACTOR (Signature)

9/22/2025

Simone Zurich
Executive Director of Business Services
(Printed name and title)

Peter Williams
General Counsel & Secretary
(Printed name and title)

Init.

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User Notes:

(1649959473)

AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the 17th day of September in the year 2025
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Duluth Public Schools, ISD #709
709 Portia Johnson Drive
Duluth, MN 55802

and the Contractor:
(Name, legal status, address, and other information)

Superior Glass, Inc.
7500 Tower Avenue
Superior, WI 54880

for the following Project:
(Name, location, and detailed description)

Duluth Public Schools, ISD #709 – Education Center
424 West First Street
Duluth, MN 55802

Work Scope 04 – Glass & Glazing

The Construction Manager:
(Name, legal status, address, and other information)

ICS Consulting, LLC (ICS)
1331 Tyler Street N.E., Suite 101
Minneapolis, MN 55413

The Architect:
(Name, legal status, address, and other information)

Miller Architects
3335 W. St. Germain Street
St. Cloud, MN 56301

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

(Paragraph deleted)

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, or reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☒ [X] The date of this Agreement.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

Owner requires work to be substantially complete by July 3, 2026.

Init.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

(Check one of the following boxes and complete the necessary information.)

[] Not later than () calendar days from the date of commencement of the Work.

[] By the following date:

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete
-----------------	-----------------------------------

§ 3.4.3 The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that the Owner has entered into, or will enter into, binding agreements with third parties based upon the Contractor's achieving Substantial Completion of the Work within the Contract Time. The Contractor further acknowledges and agrees that if the Contractor fails to complete substantially or cause the Substantial Completion of any portion of the Work within the Contract Time, the Owner will sustain extensive damages and serious loss as a result of such failure.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

[X] Stipulated Sum, in accordance with Section 4.2 below

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be Forty-Eight Thousand, One Hundred Forty and 00/100 Dollars (\$ 48,140.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.2.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
§ 4.2.4 Unit prices, if any: <i>(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)</i>	

Item	Units and Limitations	Price per Unit (\$0.00)
§ 4.3 - 4.6 Intentionally omitted <i>(Paragraphs deleted)</i> <i>(Table deleted)</i> <i>(Paragraphs deleted)</i> <i>(Table deleted)</i> <i>(Paragraphs deleted)</i> <i>(Table deleted)</i> <i>(Paragraphs deleted)</i> <i>(Table deleted)</i> <i>(Paragraphs deleted)</i> <i>(Table deleted)</i> <i>(Paragraphs deleted)</i>		

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

As set forth in **§ 5.1.3** of this Agreement

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the twenty-fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall wait until the following months cycle for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;

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- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Construction Manager or the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- .3 For Work performed or defects discovered since the last payment application, any amount for which the Construction Manager or the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019; and
- .4 Retainage withheld pursuant to Section 5.1.7

(Paragraphs deleted)

§ 5.1.5-5.1.6 Intentionally omitted as N/A

(Paragraph deleted)

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold

(Paragraphs deleted)

retainage as set forth in AIA A232-2019.

§ 5.1.7.1.1 Intentionally omitted as N/A

§ 5.1.7.2 Intentionally omitted as N/A

§ 5.1.7.3 Intentionally omitted as N/A

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232-2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect or the Construction Manager.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 60 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

§ 5.2.2 Intentionally omitted as N/A

Init.

§ 5.2.2.1

(Paragraphs deleted)

Intentionally omitted as N/A

§ 5.2.2.2 Intentionally omitted as N/A

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Construction Manager will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[

[X] Litigation in a court of competent jurisdiction.

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor within seven (7) days payment for Work properly performed consistent with the Contract Documents prior to termination, reasonable reimbursable expenses incurred, and reasonable costs attributable to termination.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2 Intentionally omitted as N/A

(Paragraphs deleted)

Init.

§ 7.3 Intentionally omitted as N/A

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2019, as amended for the Project, where reference is made in this Agreement to a provision of AIA Document A232-2019 or another Contract Document, the reference refers to that provision as amended, modified, deleted or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Bryan Brown
Facilities Manager
Duluth Public Schools, ISD #709
713 Portia Johnson Drive
Duluth, MN 55811
bryan.brown@isd709.org

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Mark Bissonette
Superior Glass, Inc.
7500 Tower Avenue
Superior, WI 54880
715-685-0500
mbissonette@superiorglass.us

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Intentionally omitted as N/A

§ 8.8 The Owner and Contractor acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party which are not embodied in this Agreement, and that any agreement, statement or promise that is not contained in this Agreement shall not be valid or binding on any party and shall not have any force or effect.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

Init.

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User Notes:

(1682789989)

- .1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as amended for the Project
- .2 Intentionally omitted as N/A
- .3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project
- .4 Building Information Modeling, if completed:

- .5 Drawings

Number	Title	Date
Exhibit A		

- .6 Specifications

Section	Title	Date	Pages
Exhibit B			

- .7 Addenda, if any:

Number	Date	Pages
One	July 25, 2025	117
Two	July 29, 2025	1
Three	July 31, 2025	3
Four	August 4, 2025	1

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:

Exhibit C – Other Provisions to Standard Contractor Agreement

(Table deleted)

(Table deleted)

- .9 Other documents, if any, listed below:

(Paragraph deleted)

This Agreement is entered into as of the day and year first written above.

Signed by:

Simone Zurich

OWNER (Signature)

10/1/2025

Simone Zurich
Executive Director of Business Services
(Printed name and title)

Signed by:

Mark Bissonette

CONTRACTOR (Signature)

9/26/2025

Mark Bissonette
Estimator/Project Manager
(Printed name and title)

Init.

AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the 17th day of September in the year 2025
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Duluth Public Schools, ISD #709
709 Portia Johnson Drive
Duluth, MN 55802

and the Contractor:
(Name, legal status, address, and other information)

Larson Elevator Company
19932 Cardinal Drive
Grand Rapids, MN 55744

for the following Project:
(Name, location, and detailed description)

Duluth Public Schools, ISD #709 – Education Center
424 West First Street
Duluth, MN 55802

Work Scope 10 – Conveying Systems

The Construction Manager:
(Name, legal status, address, and other information)

ICS Consulting, LLC (ICS)
1331 Tyler Street N.E., Suite 101
Minneapolis, MN 55413

The Architect:
(Name, legal status, address, and other information)

Miller Architects
3335 W. St. Germain Street
St. Cloud, MN 56301

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes:

(1249076816)

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS**
- 2 THE WORK OF THIS CONTRACT**
- 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION**
- 4 CONTRACT SUM**
- 5 PAYMENTS**
- 6 DISPUTE RESOLUTION**
- 7 TERMINATION OR SUSPENSION**
- 8 MISCELLANEOUS PROVISIONS**
- 9 ENUMERATION OF CONTRACT DOCUMENTS**
(Paragraph deleted)

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, or reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

☒ [X] The date of this Agreement.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:
(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

Owner requires work to be substantially complete by July 3, 2026.

Init.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

(Check one of the following boxes and complete the necessary information.)

[] Not later than () calendar days from the date of commencement of the Work.

[] By the following date:

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete
-----------------	-----------------------------------

§ 3.4.3 The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that the Owner has entered into, or will enter into, binding agreements with third parties based upon the Contractor's achieving Substantial Completion of the Work within the Contract Time. The Contractor further acknowledges and agrees that if the Contractor fails to complete substantially or cause the Substantial Completion of any portion of the Work within the Contract Time, the Owner will sustain extensive damages and serious loss as a result of such failure.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

[X] Stipulated Sum, in accordance with Section 4.2 below

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be Two Hundred Nineteen Thousand and 00/100 Dollars (\$ 219,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.2.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
§ 4.2.4 Unit prices, if any: (Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)	

Item	Units and Limitations	Price per Unit (\$0.00)
§ 4.3 - 4.6 Intentionally omitted (Paragraphs deleted) (Table deleted) (Paragraphs deleted) (Table deleted) (Paragraphs deleted) (Table deleted) (Paragraphs deleted) (Table deleted) (Paragraphs deleted) (Table deleted) (Paragraphs deleted)		

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

As set forth in **§ 5.1.3** of this Agreement

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the twenty-fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall wait until the following months cycle for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- § 5.1.4.3.1** The amount of each progress payment shall first include:
- .1 That portion of the Contract Sum properly allocable to completed Work;

- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Construction Manager or the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- .3 For Work performed or defects discovered since the last payment application, any amount for which the Construction Manager or the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019; and
- .4 Retainage withheld pursuant to Section 5.1.7

(Paragraphs deleted)

§ 5.1.5-5.1.6 Intentionally omitted as N/A

(Paragraph deleted)

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold

(Paragraphs deleted)

retainage as set forth in AIA A232-2019.

§ 5.1.7.1.1 Intentionally omitted as N/A

§ 5.1.7.2 Intentionally omitted as N/A

§ 5.1.7.3 Intentionally omitted as N/A

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232-2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect or the Construction Manager.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 60 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

§ 5.2.2 Intentionally omitted as N/A

Init.

§ 5.2.2.1

(Paragraphs deleted)

Intentionally omitted as N/A

§ 5.2.2.2 Intentionally omitted as N/A

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Construction Manager will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[

[**X**] Litigation in a court of competent jurisdiction.

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor within seven (7) days payment for Work properly performed consistent with the Contract Documents prior to termination, reasonable reimbursable expenses incurred, and reasonable costs attributable to termination.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2 Intentionally omitted as N/A

(Paragraphs deleted)

Init.

§ 7.3 Intentionally omitted as N/A

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2019, as amended for the Project, where reference is made in this Agreement to a provision of AIA Document A232-2019 or another Contract Document, the reference refers to that provision as amended, modified, deleted or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Bryan Brown
Facilities Manager
Duluth Public Schools, ISD #709
713 Portia Johnson Drive
Duluth, MN 55811
bryan.brown@isd709.org

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Tony Larson
Larson Elevator
19932 Cardinal Drive
Grand Rapids, MN 55744
218-256-9030
tony@larsonlevator.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232-2019, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Intentionally omitted as N/A

§ 8.8 The Owner and Contractor acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party which are not embodied in this Agreement, and that any agreement, statement or promise that is not contained in this Agreement shall not be valid or binding on any party and shall not have any force or effect.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as amended for the Project
- .2 Intentionally omitted as N/A
- .3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project
- .4 Building Information Modeling, if completed:

.5 Drawings

Number	Title	Date
Exhibit A		

.6 Specifications

Section	Title	Date	Pages
Exhibit B			

.7 Addenda, if any:

Number	Date	Pages
One	July 25, 2025	117
Two	July 29, 2025	1
Three	July 31, 2025	3
Four	August 4, 2025	1

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Paragraph deleted)

Exhibit C – Other Provisions to Standard Contractor Agreement

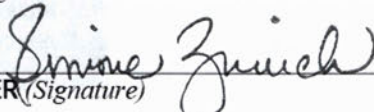
(Table deleted)

(Table deleted)

(Paragraph deleted)

.9 Other documents, if any, listed below:

This Agreement is entered into as of the day and year first written above.


OWNER (Signature)
Simone Zurich
Executive Director of Business Services
(Printed name and title)

CONTRACTOR (Signature)
Tony Larson
President
(Printed name and title)

AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the 17th day of September in the year 2025
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Duluth Public Schools, ISD #709
709 Portia Johnson Drive
Duluth, MN 55802

and the Contractor:
(Name, legal status, address, and other information)

Northland Flooring & Design, LLC
21844 US Highway 169
Grand Rapids, MN 55744

for the following Project:
(Name, location, and detailed description)

Duluth Public Schools, ISD #709 – Education Center
424 West First Street
Duluth, MN 55802

Work Scope 08 – Tiling

The Construction Manager:
(Name, legal status, address, and other information)

ICS Consulting, LLC (ICS)
1331 Tyler Street N.E., Suite 101
Minneapolis, MN 55413

The Architect:
(Name, legal status, address, and other information)

Miller Architects
3335 W. St. Germain Street
St. Cloud, MN 56301

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows.

Init.

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User Notes:

(1330725220)

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
(Paragraph deleted)

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, or reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☒ [X] The date of this Agreement.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

Owner requires work to be substantially complete by July 3, 2026.

Init.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

(Check one of the following boxes and complete the necessary information.)

[] Not later than () calendar days from the date of commencement of the Work.

[] By the following date:

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete
-----------------	-----------------------------------

§ 3.4.3 The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that the Owner has entered into, or will enter into, binding agreements with third parties based upon the Contractor's achieving Substantial Completion of the Work within the Contract Time. The Contractor further acknowledges and agrees that if the Contractor fails to complete substantially or cause the Substantial Completion of any portion of the Work within the Contract Time, the Owner will sustain extensive damages and serious loss as a result of such failure.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

[X] Stipulated Sum, in accordance with Section 4.2 below

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be Two Hundred Eighty Thousand and 00/100 Dollars (\$ 280,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.2.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
§ 4.2.4 Unit prices, if any: <i>(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)</i>	

Item	Units and Limitations	Price per Unit (\$0.00)
§ 4.3 - 4.6 Intentionally omitted <i>(Paragraphs deleted)</i> <i>(Table deleted)</i> <i>(Paragraphs deleted)</i> <i>(Table deleted)</i> <i>(Paragraphs deleted)</i> <i>(Table deleted)</i> <i>(Paragraphs deleted)</i> <i>(Table deleted)</i> <i>(Paragraphs deleted)</i> <i>(Table deleted)</i> <i>(Paragraphs deleted)</i>		

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

As set forth in **§ 5.1.3** of this Agreement

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the twenty-fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall wait until the following months cycle for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;

Init.

- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Construction Manager or the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- .3 For Work performed or defects discovered since the last payment application, any amount for which the Construction Manager or the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019; and
- .4 Retainage withheld pursuant to Section 5.1.7

(Paragraphs deleted)

§ 5.1.5-5.1.6 Intentionally omitted as N/A

(Paragraph deleted)

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold

(Paragraphs deleted)

retainage as set forth in AIA A232-2019.

§ 5.1.7.1.1 Intentionally omitted as N/A

§ 5.1.7.2 Intentionally omitted as N/A

§ 5.1.7.3 Intentionally omitted as N/A

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232-2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect or the Construction Manager.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 60 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

§ 5.2.2 Intentionally omitted as N/A

Init.

§ 5.2.2.1

(Paragraphs deleted)

Intentionally omitted as N/A

§ 5.2.2.2 Intentionally omitted as N/A

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Construction Manager will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[

[X] Litigation in a court of competent jurisdiction.

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor within seven (7) days payment for Work properly performed consistent with the Contract Documents prior to termination, reasonable reimbursable expenses incurred, and reasonable costs attributable to termination.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2 Intentionally omitted as N/A

(Paragraphs deleted)

Init.

§ 7.3 Intentionally omitted as N/A

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2019, as amended for the Project, where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended, modified, deleted or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Bryan Brown
Facilities Manager
Duluth Public Schools, ISD #709
713 Portia Johnson Drive
Duluth, MN 55811
bryan.brown@isd709.org

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Jake Skelly
Northland Flooring and Design, LLC
21844 US Highway 169
Grand Rapids, MN 55744
218-999-7666
skell024@hotmail.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Intentionally omitted as N/A

§ 8.8 The Owner and Contractor acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party which are not embodied in this Agreement, and that any agreement, statement or promise that is not contained in this Agreement shall not be valid or binding on any party and shall not have any force or effect.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

AIA Document A132 – 2019. Copyright © 1975, 1980, 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:10:42 on 09/17/2025 under Order No. 20250097344 which expires on 01/29/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents' Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

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Init.

- .1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as amended for the Project
- .2 Intentionally omitted as N/A
- .3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project
- .4 Building Information Modeling, if completed:

- .5 Drawings

Number	Title	Date
Exhibit A		

- .6 Specifications

Section	Title	Date	Pages
Exhibit B			

- .7 Addenda, if any:

Number	Date	Pages
One	July 25, 2025	117
Two	July 29, 2025	1
Three	July 31, 2025	3
Four	August 4, 2025	1

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:

(Paragraph deleted)

Exhibit C – Other Provisions to Standard Contractor Agreement

(Table deleted)

(Table deleted)

(Paragraph deleted)

- .9 Other documents, if any, listed below:

This Agreement is entered into as of the day and year first written above.

Signed by:

Simone Zurich

10/8/2025

OWNER (Signature)

Simone Zurich
Executive Director of Business Services
(Printed name and title)

DocuSigned by:

Terry Steel

10/8/2025

CONTRACTOR (Signature)

Terry Steel
President
(Printed name and title)

Init.

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User Notes:

(1330725220)



Date: 10/6/2025

Proposal #: 47251103

Proposal to: ISD 709 (Jeremy Degraef)

Project: Denfeld High School – Watermain Replacement

Northland Constructors of Duluth, Inc. proposes to furnish all materials and perform all labor necessary to complete the following per the exclusion & inclusion list. All work is to be completed in high quality material and workmanlike manner for the pricing on the following breakdown.

Inclusion:

- Mobilization/supervision.
- Provide traffic control, PPE & safety equipment to allow for safe work practices.
- (1) Trench box (up to 5 days utilization).
- Up to 12 hours of Hydro-excavator time.
- Import/Install up to 225LF of 4"IDP.
- Import/Install up to 28CY of recycled class 5 or crushed rock to bed pipe.
- Import/Install (2) 4" alpha couplers with zinc bags.
- Basic site restoration –
 - ➔ Import/install up to 28CY of topsoil.
 - ➔ Up to 50Pds. Contractors blend grass seed.
 - ➔ 3 rolls of erosion blanket & staples.
- Gopher 1 call – Locate.
- Northland assumes adequate access to the site.

Exclusion:

- Pre-existing contaminated soils removal or disposal.
- Engineering, permits & Analytics/testing, & private locating.
- Dewatering.
- Temporary heating solution/winter conditions.
- Turf mats, landscaping, tree planting.
- Mechanical, electrical, sprinkler work.
- Liquidated damages, bonds.
- Bituminous & concrete cutting/excavation.

Time & Materials Rate Schedule:

ESTIMATED BUDGETARY AMOUNT: \$75,000

***Add Alternate 1: Hydro-Excavator Rate is \$400//Hr. (Port to Port)**

Any additional vac trucking requested,

***Add Alternate 2: Additional Materials.**

Any additional materials needed to complete repair may be subject to a 10%MU – invoices can be provided.

NORTHLAND CONSTRUCTORS OF DULUTH | 4843 Rice Road, Duluth, MN 55803

Phone: 218.722.8170 | Fax: 218.722.8170 | northlandconstructors.com | EOE, including disability/vets



A DIVISION OF MATHY CONSTRUCTION CO. • DULUTH, MN

Notes:

- Any alterations or additions to the above proposal involving extra cost for materials or labor will only be executed upon written request and will be an extra cost over the sum quoted in this proposal.
- The contract is to be paid by invoice, net 30 days.
- We reserve the right to revise this quotation if not accepted within 30 days.
- A signed proposal is required to begin work on this project.

If there are any questions concerning this quotation, contact Cody Solem at 218.390.2633.

Sincerely,

Cody Solem
Environmental & Industrial Response Services
Northland Constructors of Duluth, a division of Mathy Construction Company

Proposal Acceptance

The undersigned ("PURCHASER") agrees to pay CONTRACTOR the total price of _____ and/or the unit prices specified above for the labor and materials specified above which payment shall be due upon completion of each stage of work. PURCHASER acknowledges that the specifications, conditions, and price quotes specified above are satisfactory and hereby accepted.

Acceptance of this Proposal includes acceptance of all terms and conditions on the following page.

CONTRACTOR

Northland Constructors of Duluth

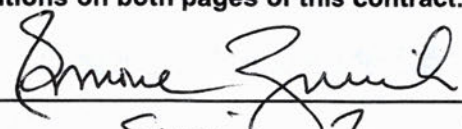
By: _____

Print Name: _____

Date: _____

PURCHASER

I have read and understand the terms and conditions on both pages of this contract.

By:  _____

Print Name: Simone Zunic

Date: 10/8/25



A DIVISION OF MATHY CONSTRUCTION CO. • DULUTH, MN

TERMS AND CONDITIONS

NOTICE OF LIEN RIGHTS

PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE IMPROVEMENT OF REAL PROPERTY MAY ENFORCE A LIEN UPON THE IMPROVED LAND IF THEY ARE NOT PAID FOR THEIR CONTRIBUTIONS, EVEN IF THE PARTIES HAVE NO DIRECT CONTRACTUAL RELATIONSHIP WITH THE OWNER. MINNESOTA LAW PERMITS THE OWNER TO WITHHOLD FROM THE OWNER'S CONTRACTOR AS MUCH OF THE CONTRACT PRICE AS MAY BE NECESSARY TO MEET THE DEMANDS OF ALL OTHER LIEN CLAIMANTS, PAY DIRECTLY THE LIENS AND DEDUCT THE COST OF THEM FROM THE CONTRACT PRICE, OR WITHHOLD AMOUNTS FROM THE OWNER'S CONTRACTOR UNTIL THE EXPIRATION OF ONE HUNDRED TWENTY (120) DAYS FROM THE COMPLETION OF THE IMPROVEMENT UNLESS THE CONTRACTOR FURNISHES TO THE OWNER WAIVERS OF CLAIMS FOR MECHANICS' LIENS SIGNED BY PERSONS WHO FURNISHED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO PROVIDED THE OWNER WITH TIMELY NOTICE.

ACCEPTANCE OF WORK

All labor and material is conclusively accepted as satisfactory unless excepted to in writing within seven (7) days of performance.

EXTRA WORK

All alterations or deviations from any of the terms of this contract shall be in writing and executed by the parties hereto. Any extra cost involved therein will become an extra charge to be paid by PURCHASER over and above the contract price.

PURCHASER'S RESPONSIBILITIES

PURCHASER acknowledges and understands that it shall be responsible for obtaining any and all permits which may be required in connection with the performance of this Proposal/Contract. Where applicable, PURCHASER shall also be responsible for backfilling areas that border along the newly paved surface to eliminate potential cracking. PURCHASER assumes all liability for any damages done to underground utilities and/or structures unless CONTRACTOR has been notified, upon acceptance of this Proposal, as to the specific location and depth of any such buried utilities/structures.

Unless exempt, in accepting this Proposal/Contract, PURCHASER acknowledges that it shall comply with the requirements of all applicable federal, state, and local employment laws, executive orders, codes and regulations (the "Requirements") effective where the work and/or services are being performed including, but not limited to, 41 CFR §§ 60-1.4(a)(1)-(8), 60-1.4(b), 60-1.4(c) or their successors effective where this Proposal/Contract is performed. To the extent required by law, all provisions of the Requirements are hereby incorporated into and made a part of this Agreement and any applicable agreements of CONTRACTOR. To the extent applicable, the Requirements include, but are not limited to, (1) prohibition of discrimination because of protected veteran status, disability, race, color, religion, sex, sexual orientation, gender identity, national origin and because of inquiry or discussion about or disclosure of compensation, (2) affirmative action to employ and advance in employment individuals without regard to race, sex, disability, or protected veteran status, (3) compliance with the Employee Notice clause contained in 29 C.F.R. part 471, Appendix A to Subpart A, or its successors, (4) compliance with the EEO-1 and VETS-4212 reports filing requirements in 41 C.F.R. §§ 60-1.7 and 41 C.F.R. § 61-300.10, or their successors, (5) compliance with paycheck transparency obligations of 48 C.F.R. § 22.2005, including the contract clause found at 48 C.F.R. § 52.222-60, which is incorporated by reference as if fully set forth herein, (6) other affirmative action in employment, (7) required/certified payrolls, (8) social security acts, (9) unemployment compensation acts, (10) worker's compensation acts, (11) equal employment opportunity acts and (12) the required contract provisions for Federal-Aid Construction Contracts, Form FHWA-1273, if applicable.

When applicable, PURCHASER and CONTRACTOR shall comply with the EO Clause in Section 202 of Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60 and Executive Order 13496, which are incorporated herein by specific reference. When applicable, PURCHASER and CONTRACTOR shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. When applicable, PURCHASER and CONTRACTOR shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action covered by prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

INCLEMENT WEATHER

Inclement weather may alter the completion of the work to be furnished hereunder. Furthermore, special consideration should be given if work is to be performed before May 1 or after October 15 in light of less than desirable weather conditions which could potentially impair the quality of the work performed hereunder.

WARRANTY

All material is guaranteed to be as specified and all work is to be completed in a workmanlike manner according to standard practices. All labor and materials will be guaranteed against defect for one (1) year from date of installation. Due to Minnesota winters and expansion and contraction of the ground, some cracking of the pavement may be experienced. There are no express or implied warranties of merchantability, quality, quantity or of fitness for any particular purpose, which extend beyond those specifically set out in this document.

All warranties are void if payment is not made as stipulated.

DELINQUENCY CHARGE

Payment is due and payable upon completion of each stage of the work. If PURCHASER defaults on the payment required, PURCHASER will be liable for all costs of collection, including reasonable attorney's fees, and a delinquency charge on the balance at the maximum rates allowed by law. The Delinquency Charge rate shall be 1.5% per month (18% APR) plus all costs of collection, including reasonable attorney's fees. CONTRACTOR retains title to all merchandise covered by this Agreement until full payment is received according to the above terms of sale. PURCHASER consents in any action or legal proceeding relating to this Contract commenced by the CONTRACTOR to the personal jurisdiction of any court that is either a court of record in the State of Minnesota or a court of the United States located in the State of Minnesota.

INDIVIDUAL LIABILITY

The undersigned PURCHASER agrees to be individually liable for all terms of the Agreement, regardless of whether he or she signs individually or as an agent for the owner of the property upon which the work is being performed or for any other individual, partnership or corporation.

PRODUCT INFORMATION AND MAINTENANCE

Since the asphalt in blacktop needs time to harden and cure, usually 6-12 months, your asphalt pavement will remain soft and pliable during warm weather. During this time, don't park in the same spot every time and do not turn your steering wheel back and forth when your car is not moving. It is not unusual to experience some cracking over the winter due to the contraction and expansion of the ground, especially over culverts, pipes, electric wires, etc. Avoid gasoline and petroleum product spills as they will destroy your pavement. If spills do occur, immediately flush with lots of soapy water. If you decide to seal coat your pavement, wait until the summer following installation. We recommend a good quality coal tar emulsion sealer as they are impervious to gasoline and petroleum product spills.

BINDING EFFECT

This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

ENTIRE AGREEMENT

This written Proposal/Contract consisting of two (2) sides contains the entire Agreement and understanding between the parties, and no provision, terms, warranties, representations or promises, either expressed or implied, other than those set forth herein are binding on either party.

NORTHLAND CONSTRUCTORS OF DULUTH | 4843 Rice Road, Duluth, MN 55803

Phone: 218.722.8170 | Fax: 218.722.8170 | northlandconstructors.com | EOE, including disability/vets



Statement of Work

Company Address Cengage Learning Inc., DBA Infosec
5191 Natorp Blvd.
Mason, OH 45040
US

Quote Number 00292280
Created Date 9/11/2025
Expiration Date 9/30/2025

Prepared By Jeremy Letournel
Phone (608) 447-0701
Email jeremy.letournel@cengage.com

Account Name Duluth Public Schools - ISD 709
Contact Name Timothy Dignan
Contact Phone (218) 336-8700
Contact Email timothy.dignan@isd709.org

Bill To Name Duluth Public Schools - ISD 709
Bill To 4316 Rice Lake Rd Ste 108
Duluth, Minnesota 55811
United States

Ship To Name Duluth Public Schools - ISD 709

Product	Sales Price	Quantity	Subtotal	Line Item Description
AwareED Only	USD 0.00	1.00	USD 0.00	
Infosec IQ Enterprise 100-499	USD 11.23	300.00	USD 3,369.00	Awareness Training Only
Infosec IQ Implementation Professional Services	USD 0.00	1.00	USD 0.00	Implementation and Client Success Services included
			Contract Length (months)	12
			Grand Total	USD 3,369.00

Contract Overview			
Additional Seats - This Purchase	300	Next Renewal	9/30/2026
Total Learner Seats for Contract	300	Payment Due Date	
Plan	Enterprise	Contract Start Date	10/1/2025
		Contract End Date	9/30/2026
		Software License Start Date	10/1/2025

Payment			
Amount Due	USD 3,369.00	Due Date	10/31/2025
Payment Terms	Net 30		

Signature: *Simone Bunick*

Date: 9/16/2025

Applicable sales taxes may be applied at the time of invoicing. If you are exempt from sales tax and have not recently provided Cengage with a sales tax exemption certificate, please send to MS.Certificates@Cengage.com. For other sales tax inquiries, contact MS.Tax@Cengage.com.

Subject to Infosec License Agreement: <https://www.infosecinstitute.com/infosec-license-agreement/>

All prices in US Dollars.

October 2, 2025

Our institution would like to purchase Education Plus, and our primary Google Workspace for Education Domain is isd709.org

This letter verifies the purchase of 9,000 licenses, which is equal to or greater than our current total enrollment of 8,860 (representing all students, including full and part time).

We understand that:

- This product is licensed on a per-user basis. Student and staff licenses will be assigned to individual users.
- Our institution will receive 1 staff license at no cost for every 4 paid student licenses.
- Additional licenses can be purchased to provide a buffer for changes in enrollment. Licenses purchased after the initial commitment are prorated for the remainder of the subscription.
- More information about licensing and pricing policy is available [here](#).

Sincerely,



Simone Zurich
Executive Director of Business Services

45K total for 12 months
Oct 25 - Oct 26



CDW Customer Service Order Form Google Workspace for Education

Seller	CDW Government LLC
Seller Address	200 N. Milwaukee Avenue, Vernon Hills, IL 60061
Customer	Duluth Public School District ISD 709
Subscription Term Start Date	Upon Service Activation

NAME	PRICE	QTY	SUBTOTAL
Google Workspace for Education Plus	\$5.00	9000	\$45,000.00
Google Workspace for Education Plus	\$0.00	2250	\$0.00
Total			\$45,000.00

Google Workspace Add-On Products/Services	Licensed Quantity	Subscription Term	Monthly Service Fee Per User	Total Monthly Service Fee*
		Monthly	\$	\$

Google Voice Specific Estimated Monthly Telecom Taxes and Regulatory Fees** \$ _____

*The Total Monthly Service Fee for Google Voice is an estimate only and is based on the licensed quantity set forth in the table above. Seller will invoice Customer based on the actual quantity of licenses used in the month at the Monthly Service Fee Per User rate specified above.

**These are estimate monthly taxes and fees only. These taxes and fees may vary based on Customer's geographic location. Seller will pass thru and bill Customer for actual telecom taxes and regulatory fees as calculated by Google.

Customer Technical Contact	gregory.krueger@isd709.org
Phone Number	218-336-8700
Email address	gregory.krueger@isd709.org
Off-Domain Email Address	simone.zunich@isd709.org
Google App Domain	isd709.org
NCES ID (If applicable)	2711040
Order Type (If applicable)	

Subscription Term Fee Total: \$45,000.00

Terms:

1. TERMS AND CONDITIONS - Customer's obligations under this Customer Service Order Form, including its payment obligations are subject to the current Third Party Cloud Services Terms and Conditions on Seller's website at [Third Party Cloud Services Terms and Conditions](#), unless Customer has entered into a written agreement with Seller covering Customer's purchase of products and services from Seller ("Existing Customer Agreement"), in which case Customer's obligations shall be subject to the terms of such Existing Customer Agreement, which shall be identified on Sellers' ordering documents.

2. PAYMENT – Customer will pay all Fees (as defined herein), including regulatory fees and taxes, for the use of the Google Workspace for Education as set forth in Seller's invoice, within 30 days after the date of the invoice, or in accordance with such other payment terms that may have been negotiated between Customer and Seller. In addition to the Service Fee for the Google Workspace for Education, Customer will also be responsible for all additional fees for any subscription renewals and extensions, metered usage components consumed by Customer, and other subscriptions, features, products, services, or add-ons that Customer uses within the Google Workspace for Education. Seller will invoice Customer in advance for the monthly or prepaid charges due for the Google Workspace for Education purchased. Seller will invoice Customer in arrears for any metered usage or overage components (e.g., capacity overages, third party content, etc.). The Service Fee for the Google Workspace for Education and all additional fees due hereunder are collectively referred to as "Fees".

3. ADD-ON ORDERS - Any orders submitted by Customer to Seller for Google Workspace for Education over the next twelve (12) months (the "Add-On Order(s)") will be governed by the terms and conditions of this Customer Service Order Form. All Add-On Order(s) must include the name of the applicable Google Workspace for Education, the Licensed User Quantity and the length of the initial term (e.g., 1, 2, or 3 years). The Initial Subscription Term for any Add-On Order(s) will commence on the date Seller provisions the new Google Workspace for Education on behalf of Customer.

4. SERVICE SUSPENSION – In addition to any other rights Seller may have, Seller may suspend or terminate the Google Workspace for Education if Customer fails to pay any Fees within ten (10) business days after the applicable due date.

5. CANCELLATION POLICY FOR GOOGLE VOICE – To cancel the Google Voice services Customer must fill out and submit the form at [Google Voice Cancellation Form](#) sixty (60) days prior to service cancellation. Customer will be responsible for all Google Voice service fees incurred up through the effective date of termination, including any applicable taxes and regulatory fees.

6. NON-CANCELLABLE/NON-REFUNDABLE – The Google Workspace and Add-On Products and Services purchased under this Customer Service Order Form are non-cancellable and all Fees paid to Seller are non-refundable.

7. GOOGLE REQUIRED TERMS:

- (a) Seller, Google, and Customer are independent contractors with respect to the resale of the Google Workspace for Education.
- (b) Customer will either accept the Google TOS prior to accessing or using the Google Workspace for Education, or hereby expressly authorizes Seller to accept the Google TOS on Customer's behalf.
- (c) Customer acknowledges and agrees that Seller is the processor of any personal data processed by it on Customer's behalf, and Customer is the controller of any such data, as the terms "controller", "processed", "processor" and "personal data" are defined in the EU Directive;
- (d) Customer is responsible for obtaining and maintaining any consents required from End Users to allow Seller to perform its obligations under this Agreement;
- (e) If Google fails to comply with the SLAs, Customer will only be eligible to receive those remedies set out under the Google TOS and must request such remedies directly from Seller; and
- (f) Google will only provide customer support to Customers in accordance with the Google TOS.

BY SIGNING BELOW, Customer acknowledges and agrees that it is receiving the Google Workspace for Education directly from Google, Inc. ("Google") pursuant to Google's standard terms and conditions or such other terms as agreed upon by Customer and Google. Customer further acknowledges that Google and not Seller will be responsible for performance of the Google Workspace for Education.

CUSTOMER AUTHORIZED REPRESENTATIVE

(If not signing electronically, please sign, print your name and date below)

Simone Zurich

Simone Zurich

Exec. Dir. Finance & Business Services

10-07-2025

CERTIFICATE *of* SIGNATURE

REF. NUMBER

BPVG9-IJ3CG-F77YV-MKJZN

DOCUMENT COMPLETED BY ALL PARTIES ON

07 OCT 2025 15:38:53
UTC

SIGNER

EMAIL

SIMONE.ZUNICH@ISD709.ORG

TIMESTAMP

SENT

18 SEP 2025 14:29:12

VIEWED

07 OCT 2025 15:37:37

SIGNED

07 OCT 2025 15:38:53

SIGNATURE

Simone Zunich

IP ADDRESS

24.158.25.243

LOCATION

DULUTH, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED

07 OCT 2025 15:37:37



Third Amendment to Tower Use Agreement

THIS THIRD AMENDMENT TO TOWER USE AGREEMENT (the "**Amendment**") is effective as of the 1st day of January 2026, by and between Midwest Communications, Inc., a Wisconsin corporation, d/b/a Midwest Communications of Wisconsin, Inc. ("**Lessor**") and Duluth Public School District ("**Lessee**").

WITNESSETH:

WHEREAS, Landlord and Tenant are the parties to that certain Tower Use Agreement, dated January 6, 2012 (the "**Agreement**"); and

WHEREAS, Landlord and Tenant wish to extend and amend the Agreement as provided herein;

NOW, THEREFORE, in consideration of the premises and the mutual agreements of the parties hereinafter set forth, the parties hereto agree as follows:

1. Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed thereto in the Agreement for 5th Avenue W & 12th Street, Duluth, MN.
2. Amend Item 1.10 Term: The Term of the Agreement is hereby extended through December 31, 2028.
3. Amend Items 1.13 Monthly Fee: As of January 1, 2026, the monthly fee will remain \$380, payable monthly in advance, on or before the first day of each month during the Term hereof.
4. Except to the extent and as modified hereby, the Lease shall be unmodified and remain in full force and effect. This Amendment shall only be effective upon the execution by all parties hereto and may be executed in counterparts, each of which shall be original and which together shall constitute the whole of this document.
5. This document may be executed in one (1) or more counterparts, which, when taken together, shall constitute the same original.

IN WITNESS WHEREOF, the parties hereto have caused their authorized representatives to execute and deliver this Second Amendment to Tower Use Agreement as of the date first set forth above.

LESSOR:

MIDWEST COMMUNICATIONS, INC.
d/b/a Midwest Communications of
Wisconsin, Inc.

By: 

Name: Paul Rahmlow

Title: CFO

LESSEE:

DULUTH PUBLIC SCHOOL DISTRICT
711 Portia Johnson Drive
Duluth, MN 55811

By: 

Name: Simone Zunic

Title: Exec. Dir. Finance 9.15.25

Lakeview Christian Academy

Guidelines for

TRANSPORTATION REIMBURSEMENT

2025-2026

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. The 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 the family. Reimbursement is calculated by:

$$\underline{\hspace{2cm}} \text{ days } \times \underline{\hspace{2cm}} \text{ miles } \times \text{ 38 Cents per mile } = \text{ reimbursement.}$$

(One round trip from home to school)

3. Email "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 are in session and only for their mileage. Car pool mileage should not be submitted. For the 2025-2026 school year one family reimbursement is a maximum of \$346.00.
5. All reimbursement claims must be received at ISD 709 by June 5, 2026.

SCHOOL NAME

BY _____
Its Director

INDEPENDENT SCHOOL DISTRICT NO. 709

BY *Sirvine Zinich* **9.29.25**
Director of Business Services

Guidelines for
TRANSPORTATION REIMBURSEMENT
2025-2026

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$$\underline{\hspace{1cm}} \text{ days } \times \underline{\hspace{1cm}} \text{ miles } \times \text{ 38 Cents per mile } = \text{ reimbursement.}$$

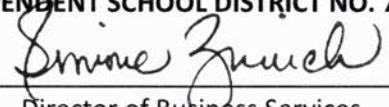
(One round trip from home to school)

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5. All reimbursement claims must be received at ISD 709 by June 5, 2026.

SCHOOL NAME

BY _____
Its Director

INDEPENDENT SCHOOL DISTRICT NO. 709

BY  _____
Director of Business Services

CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 12th day of September 2025

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND -

BJORKLUND COMPENSATION CONSULTING, LLC.

OF THE SECOND PART

Background:

- A. Independent School District No. 709 and BJORKLUND COMPENSATION CONSULTING, LLC. (the "Parties") entered into the contract (the "Contract") dated August 4th, 2025, for the purpose of Banding and Grading job descriptions.
- B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the "Agreement").
- C. This Agreement is the first amendment to the Contract.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

Amendments

1. The Contract is amended as follows:
 - a. Reimbursement. Original reimbursement was not to exceed \$3,000.
 - b. These changes to existing contract are not to exceed an additional \$5,000.
 - c. This amendment would increase the total amount for yearly contracted services to maximum of \$8,000.

No Other Change

2. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

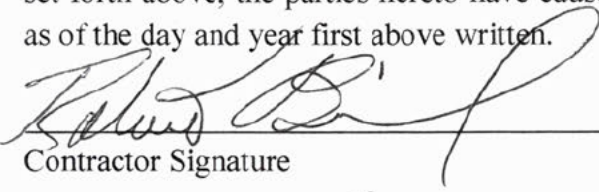
Miscellaneous Terms

3. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Heading are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language in this Agreement.

Governing Law

4. Subject to the terms of the Contract, it is the intention of the Parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Minnesota, without regard to the jurisdiction in which any action or special proceeding may be instituted.

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.


Contractor Signature


SSN or EIN

9/12/2025
Date


Program Director

9/22/2025
Date

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

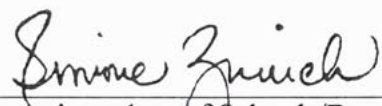
This contract is funded by either (1) the following budget (include full 18-digit code), (2) will be paid using Student Activity Funds or (3) is no cost contract (e.g. Memorandum of Understanding). Please check the appropriate line below:

 X Check if the contract will be paid using District funds and enter the budget code in the top line below.

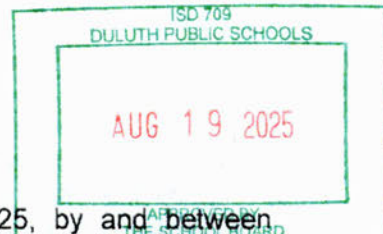
01	E	12	105	000	305	105
XX	X	XXX	XXX	XXX	XXX	XXX

 Check if the contract will be paid using Student Activity Funds

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


CFO/Superintendent of Schools/Board Chair

9.23.25
Date



AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Bjorklund Compensation Consulting LLC, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2025 and shall remain in effect until June 30, 2026, 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.** Banding and grading job descriptions as needed by the District.
3. **Background Check.**

Contractor will have no contact with students or be on District premises so will have no need to perform a background check.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$150 per job description and \$3,000 in total. This amount will be tracked by the District and the District will create an addendum to this contract if contracted services go over the agreed upon amount set by this contract.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such

item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs. The District shall reimburse Contractor for associated travel expenses should the District require on-site presentation, discussion or consulting services, the funding of these expenses shall come out of the total of the agreed upon amount within this contract or its addendums.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement. Contractor's methodology shall remain Contractor's proprietary materials and the District agrees not to share those methods outside of the District nor with any competitor.
8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Human Resources Department, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to

19521 103rd Avenue, Corcoran, MN 55374 and emailed to rwbjorklund@gmail.com

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Sherrin Seaman

08/01/2025

Contractor Signature

[Signature]

SSN/Tax ID Number

[Redacted]

Date

7/22/2023

Program Director

[Redacted]

Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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

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XX	X	XXX	XXX	XXX	XXX	XXX

Ermine Zurich

8.4.25

Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair

Date



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

**DULUTH AREA FAMILY YMCA
and Duluth ISD 709
Service Agreement 2025-2026**

This agreement between the Duluth Area Family YMCA (YMCA) and Duluth ISD 709, effective September 2, 2025, is intended to provide services to AEO/ALC students. Under this agreement, the YMCA agrees to provide:

- Memberships for all currently enrolled AEO/ALC students for the school year, beginning September 2, 2025 and ending June 30, 2026.
- Complimentary use of the full gym up to 40 hours throughout the school year.
- Rental of gym space through school year if requested at cost of \$37.00 per hour per ½ gym space
- Additional exclusive rental space can be provided if needed at 50% off listed rental rates.
- Invitation for AEO/ALC families and staff to come for free to the Y, the 1st Saturday of each month, during the school year. Noting that an ID will be required for all.
- All new student members under 18 would be required to participate in an orientation in our Wellness Center, or test out with a Wellness coach, prior to use of the Wellness Center. One free personal training session is available to all students as well.
- Instruction for PE students on Wellness Center equipment/activities can be provided at a reduced rate of \$45.00 per hour with a certified personal trainer (If the Y has a Health and Wellness intern this service may be provided free of charge, if scheduling allows).
- At the end of the school year, for the summer months, there will be an option to continue memberships at a cost of \$880.00 per month.

For these services, ISD 709 agrees to pay \$1236.00 per month, beginning September 2, 2025, with the potential for a rate increase effective January 1, 2026 up to \$1274.00 per month.

The Y welcomes the opportunity to provide additional resources for ISD 709. Should additional programming be required, staffing fees will be at a rate of \$25.00 to \$45.00 per hour depending on the services provided. Any changes or additions to the current agreement will be revisited by both parties involved prior to setting a formal arrangement.

This agreement is subject to review and may be terminated by either party with a 90-day written notice.

Signature Duluth YMCA Representative

Date: 9/22/25

Signature ISD 709 Representative

Date: 9.22.25

AGREEMENT

THIS AGREEMENT, made and entered into this 16 day of September, 19th 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Lavenda Vann, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of November 4th 2025 and shall remain in effect until March 10th 2026, 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.** *Co-Group leader and Advisor for Diamond and Pearls Afterschool Mentoring Program. This group will focus on competencies in following areas for young women, Cultural Diversity, Self awareness skills, Volunteerism, building life skills, peer support. Mrs.Vann will meet with every Monday after school using pathways 2 success curriculum.*

3. **Background Check.** *(applies to contractors working independent with students*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$75 hourly and \$ 1,125 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will

be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. Requests for Reimbursement. The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Office Education Equity , 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)

Lavenda Vann 1719 ~~upham rd.~~ 55811. 218 W. Faribault St Duluth mn 55803
(04)

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

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

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

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

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

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

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

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

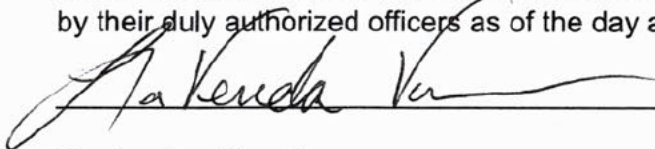
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

  9/19/25
Contractor Signature SSN/Tax ID Number Date

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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

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 10.7.25

Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair

Date

 10/1/25

AGREEMENT

THIS AGREEMENT, made and entered into this 19 day of September 19th, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Brooke Lunski, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of November 4th and shall remain in effect until March 3rd 2026, 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.** *Co-Group leader and Advisor for Diamond and Pearls Afterschool Mentoring Program. This group will focus on competencies in following areas for young women, Cultural Diversity, Self awareness skills, Volunteerism, building life skills, peer support. Brooke will meet with every Tuesday after school using pathways 2 success curriculum.*

3. **Background Check.** *(applies to contractors working independent with students*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

The contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$75 hourly and \$ 1125 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will

be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. Requests for Reimbursement. The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Office Education Equity , 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)

Brooke Lunski 4130 W. 7th St. Duluth, MN 55807

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

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

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

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

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

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

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

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

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

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

B. L. L.
Brooke Lunski
Contractor Signature



SSN/Tax ID Number

9-23-25

Date

Program Director

Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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

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XX	X	XXX	XXX	XXX	XXX	XXX

Ernie Zwick

10.7.25

Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair

Date

Anthony Burt 10/1/25



5801 Duluth Street
Suite 135A
Golden Valley, MN 55422

Phone: 763.478.8963
Fax: 763.478.3093
VP: 952.388.2141
info@aslis.com

Instructions: This Customer Service Agreement must be completed to receive services from ASL Interpreting Services. Services are subject to the rates listed below. Please fill out pages one and five to completion and return all pages to ASL Interpreting Services. The Agreement will not be accepted without a signature on page five.

CUSTOMER SERVICE AGREEMENT

This Customer Service Agreement ("Agreement"), entered as of 9/11/2025 (date) (the "Effective Date") is between: Duluth Public Schools (company or organization name) ("Customer"), and ASL Interpreting Services, Inc., a Minnesota corporation ("ASLIS") (collectively, the "Parties").

This Agreement sets forth the general terms and conditions under which ASLIS may provide interpreting services to Customer.

In consideration of the mutual covenants and agreements contained in this Agreement, the Parties agree as follows:

Billing Categories:

K12 Rate \$143/\$156

Customer will be billed at a rate of \$71.50 per hour with a minimum charge of 2 hours for every assignment. After 2 hours, time is billed for each additional quarter hour. If the client has unique language needs requiring a specialized interpreter, including vision impairment (Deaf Blind or Low Vision) or Atypical Language needs, the customer will be billed at a rate of \$78 per hour with a minimum charge of 2 hours for every assignment. If Customer has other specific interpreter requirements, contact ASLIS to make accommodations.

Legal Rate - \$194

If Customer has a request that is legal in nature or becomes legal in nature, including, but not limited to, court proceedings, consultations, depositions, mediations, and arbitrations, Customer will be billed at a rate of \$97 per hour with a minimum charge of two hours for every assignment. After 2 hours, time will be billed for each additional quarter hour at the legal rate (\$97/hour).

Remote CART Services

ASLIS is able to provide Communication Access Real-Time Translation ("CART"), also known as real-time captioning, for any virtual meeting or in-person meeting with an internet-enabled device. Captions can appear directly inside most video conferencing platforms or alternatively can be made accessible from a website link. 1-on-1 meetings are \$135/hour with a 1-hour billable minimum charge. Large group/webinars are \$173/hour with a 1-hour billable minimum charge.

After Hours/Weekend & Holiday Rates

An additional charge of \$4/hour is applicable if an interpreter request occurs after hours (Monday-Friday 7:30 am to 5:00 pm) or on a weekend (all-day Saturday and Sunday). If an interpreting request falls on the following holidays, an additional charge of \$8/hour shall incur: New Year's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day. The federally recognized observation date shall apply if the holiday falls on a Saturday or Sunday.

Performance Requests

Performance requests may include but are not limited to the following: comedic, theatrical, musical, and other performative events. Rates for such requests range from \$225 to \$900 per interpreter and are calculated with consideration to the duration of the performance, context, and/or time required of the interpreter(s) to adequately prepare for the performance. Rates are determined on a case-by-case basis and negotiated with Customer prior to confirming interpreters. A quote outlining the cost(s) and cancellation policy will be provided by an ASLIS representative for each request, along with a platform resource guide recommending materials, set up, and a suggested environment for interpreter success. Incidental fees (such as venue parking) may apply.

Recording Fee

In the event the interpreter(s) will be recorded on video for future use, Customer must notify ASLIS and agree to recording terms (such as internal or external viewing and costs) in writing. Such terms will be negotiated on a case-by-case basis.

ASLIS Policies:

Scheduled Hours vs. Billable Hours:

Scheduled Hours: Customer may request an interpreter to be scheduled for any length of time, and if an interpreter is dismissed early by Customer, Customer will be invoiced for the entire amount of time scheduled. In the event an interpreter is needed longer than originally scheduled, the interpreter may or may not, in their sole discretion, continue to provide interpreting services.

Billable Hours: Invoices will reflect a 2-hour minimum for all requests 2 hours and less. Requests greater than 2 hours are billed for the requested time rounded up to the next quarter hour.

Biennial Rate Review:

ASLIS reserves the right to adjust the fees listed above in accordance with its biennial rate review. ASLIS agrees to provide written notice of the change to Customer at least thirty (30) days prior to the date the change is to become effective.

Team Interpreting:

If a Customer request is made for 2 hours or longer and the interpreter is expected to be continuously signing, ASLIS requires the presence of a second interpreter ("Team Interpreting"). Other situations that may require Team Interpreting include requests with multiple Deaf clients or the presence of a DeafBlind client.

Team Interpreting typically involves interpreters switching back and forth every twenty to thirty minutes to avoid fatigue or repetitive stress injury and for quality control of information.

All applicable fees are charged per interpreter. If a request requiring a team of interpreters only secures one interpreter, that interpreter, in their sole discretion, may decide whether to proceed alone or not. Should the interpreter choose to fulfill the request without a team, additional breaks may be requested. The interpreter may also seek additional compensation (to be negotiated on a case-by-case basis between Customer and ASLIS).

Virtual Meetings:

When it is appropriate, appointment types can be converted to a virtual meeting or a telehealth appointment. Platforms include but are not limited to Zoom, Webex, Google Meet, and Skype. Rates mirror onsite rates and follow the 2-hour minimum and cancellation policy. For more information, contact the VRI Team at writteam@aslis.com.

Certified Deaf Interpreters/Deaf Interpreters (CDI/DI):

ASLIS can provide Certified Deaf Interpreter ("CDI") and Deaf Interpreter ("DI") services. CDIs and DIs are Deaf interpreters who provide enhanced linguistic knowledge. They work with the hearing ASL interpreter to provide a strong visual language interpretation. CDIs and DIs are commonly used in situations with Deaf immigrants, DeafBlind clients, certain mental health appointments, Atypical Language clients, and other unique scenarios. If you have further questions about CDIs and DIs, please contact ASLIS.

Travel Fee:

In addition to the fees for interpreting services outlined above, travel cost approvals are requested by ASLIS on a case-by-case basis. The standard travel fee for any request located outside the 7-county Metro Area of Minnesota is \$35/hour. The standard travel fee for any request outside the state of Minnesota is equal to the hourly rate of the assignment. Fees are charged as total hours of travel round-trip. Travel fees will be negotiated with Customer directly, either on a per assignment basis or as a standard pre-approval rule at the Customer's discretion. Travel fees may still incur if an assignment is cancelled with less than 24 hours' notice unless otherwise negotiated.

Cancellation Policy:

If a request is cancelled by the Customer or the Deaf, DeafBlind, or Hard of Hearing client with less than 48 hours' notice, Customer will be charged for the entire requested time. ASLIS' business hours are Monday through Friday 7:30 am to 6:00 pm, excluding major holidays. Cancellations are only processed during business hours. Cancellations made due to inclement weather are still considered billable.

***Example 1:** A cancellation for an assignment scheduled at 9:00 am on Monday must be received by ASLIS no later than 9:00 am on the preceding Thursday to avoid charges. However, if there is a major holiday that falls in between that time frame on an operating business day, then the cancellation would need to be received by 9:00 am the preceding Wednesday.*

***Example 2:** A cancellation for any weekend request must be submitted by Wednesday before the end of the business day (6:00 pm), provided there are also no major holidays that fall in between.*

Training Programs:

Customer agrees to allow interpreters participating in training programs administered by ASLIS to work and/or observe appointments. Trainee interpreters will be supervised by an experienced interpreter in the role of mentor or supervisor. Interpreters will ask for Deaf/DeafBlind/Hard of Hearing client approval in all cases when an additional interpreter is there to work and/or observe. ASLIS agrees to notify Customer if a trainee is being sent to a request.

Direct Contracting Policy:

Once a relationship is established between Customer and ASLIS, Customer may not, directly or indirectly, through an agent or representative of Customer, contract with the interpreter(s) unless written consent is given by an Officer of ASLIS. Customers and/or interpreters found violating this policy are in breach of this Agreement, and appropriate legal and non-legal redress may be taken by ASLIS.

Compliance:

ASLIS abides by all applicable state and federal regulations. Additionally, ASLIS and all independent contractor interpreters provided by ASLIS adhere to the Health Insurance Portability and Accountability Act ("HIPAA") and the Registry of Interpreters for the Deaf ("RID") Code of Professional Conduct ("CPC").

Payment Terms:

Invoice payments are due within 30 days of the invoice date (net 30). If Customer believes there is an error on the invoice, Customer must contact ASLIS immediately (i.e., within 24 hours of discovery) to resolve the discrepancy.

Late Fees:

A late fee of \$10/month will be applied to any outstanding invoice starting 30 days after the net 30 payment term has passed. For any invoice(s) totaling more than \$1,000, a late fee of 5% of the outstanding balance will be applied instead.

Term and Termination:

This Agreement will remain in full force and effect starting on the Effective Date and continuing until June 30th, 2026 ("Term"). Either party may terminate this agreement upon 30 days' written notice to the other party. Customer is still responsible for payment of any undisputed invoice(s) for interpreting services rendered.

Indemnification:

Customer shall defend, indemnify, and hold ASLIS, its officers, officials, employees, and contractors from and against any and all claims, injuries, damages, losses or suits, including attorney's fees, arising out of or resulting from the acts, errors, or omissions of the Customer in performance of this Agreement, except for injuries and damages caused by the sole negligence of ASLIS.

Assignment:

This Agreement shall be binding upon the Customer's successors, assignees, purchasers, lessees, or transferees, whether such succession, assignment, or transfer be affected voluntarily or by the operation of law; and in the event of the Customer's merger or consolidation with another entity, this Agreement shall be binding upon the merged or consolidated entity.

Entire Agreement:

This Agreement shall constitute the entire agreement between the parties and supersedes all prior agreements, whether oral or written, with respect to the subject matter hereof.

Governing Law:

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Minnesota, without regard to its conflict of law principles. THE PARTIES TO THIS AGREEMENT EXPRESSLY CONSENT TO MINNEAPOLIS, MINNESOTA AS THE EXCLUSIVE JURISDICTION AND VENUE FOR ANY DISPUTE ARISING WITH RESPECT TO THIS AGREEMENT.

Non-Exclusivity:

Nothing in this Agreement is intended or shall be construed to create an exclusive relationship between Customer and ASLIS. This Agreement shall not restrict either Customer or ASLIS from providing or receiving similar or like services to or from others.

No Guarantee of Availability:

Customer acknowledges and agrees that the establishment of an account with ASLIS does not guarantee the availability of an interpreter for any specific requests made by Customer. ASLIS will make reasonable efforts to assign an interpreter to Customer’s requests based on availability, language requirements, and other relevant factors. However, ASLIS does not warrant or guarantee the availability of an interpreter at any given time. ASLIS shall not be held liable for any delays or inability to fulfill interpreter requests.

Amendment:

This Agreement may be amended or modified only by written instrument signed by an authorized representative of each party. Electronic mail or any other equivalent form of electronic communication will constitute a “written instrument” sufficient to amend or modify the Agreement.

Interpreter Certification Requirement

Educational organizations are eligible for interpreter reimbursement following MN Statute 122A.31 for ASL interpreting needs that are outlined on an Individualized Education Program (“IEP”). Interpreting services outside those requests are not reimbursable for schools. To be eligible for reimbursement, the interpreter providing the services must hold national certification or an Educational Interpreter Performance Assessment (“EIPA”) score of 4.0 or higher.

There are many qualified and preferred interpreters for K12 students who may not hold current national certification or qualifying EIPA scores (“non-certified interpreters”). It is at the school’s discretion to utilize non-certified interpreting services. Non-certified interpreters can be valuable due to factors such as geographical location, specific skillsets, consistent coverage, and interpreting ability. ASLIS evaluates and ranks all non-certified interpreters and provides mentoring for those taking ongoing K12 work.

To ensure clarity and transparency, each school is allowed to stipulate their preference for working with ASL interpreters, whether certified or non-certified. Please indicate your preference by selecting one of the options below:

- ☐ **Option 1:** We approve the use of non-certified interpreters when necessary.
- ☐ **Option 2:** ASLIS must seek our permission before assigning a non-certified interpreter.
- ☐ **Option 3:** We do not accept non-certified interpreters under any circumstances

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties and is effective when all Parties have signed.

Customer Representative Name: Simone Zurich Position: Exec. Dir. Finance & Business Services

Signed by: Simone Zurich Date: 9/11/2025

Signature: B1298378D7004F0... Date: simone.zunich@isd709.org

218-336-8700 x1993

Phone Number: _____ Email: _____

ASLIS Representative: _____ Date: _____

4880-0841-9267, v. 1

Customer Information Sheet

Duluth Public Schools

Company Name: _____

709 Portia Johnson Drive

Address: _____

Duluth MN 55811

Billing Contact Person Information

AP Vendor

Name: _____

218-336-8701

Phone Number: _____

ap.vendor@isd709.org

Email: _____

Preferred method of receiving invoices:

☐ Mail

☒ Email

☐ Both

Will This Agreement Cover Multiple Locations?

☒ Yes, with centralized billing

☐ Yes, with separate billing for each location

☐ No, each location needs their own agreement

☐ N/A, we only have one location

Contact Person for Making Interpreter Requests

Julie Guddeck

Name: _____

218-336-8700 x1993

Phone Number: _____

julie.guddeck@isd709.org

Email: _____

Fax: _____

Preferred method of receiving interpreter confirmation:

☒ Email

☐ Fax

☐ Phone

Authorized Person(s) Able to Make Requests

☐ Only the above contact

☐ Any employee

☒ Any employee with permission from above contact

**If you have any questions regarding billing, please contact Shannon Panzer at billing@aslis.com or 763-478-8963.

SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License Agreement ("Agreement") is entered into between SpEd Forms LLC, a South Dakota limited liability company ("Licensor") and Duluth Schools ("Customer") on October 03, 2025 (the "Effective Date").

1. Definitions

a. **Applicable Law.** The term "Applicable Law" shall mean all applicable codes, laws, legislation, license, orders (including court orders), ordinances, rules, regulations, or other requirements imposed by a government authority. "Data Protection Law" means all Applicable Laws applicable to the Processing of Customer Data.

b. **Authorized User.** The term "Authorized User" shall mean Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Software under the rights granted to Customer pursuant to this Agreement.

c. **Confidential Information.** "Confidential Information" shall mean information in any form or medium (whether oral, written, electronic, or other) that the disclosing party considers confidential or proprietary, including, information consisting of or relating to the disclosing party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the disclosing party has contractual or other confidentiality obligations, in each case whether or not marked, designated, or otherwise identified as "confidential."

Confidential Information does not include information that: (i) is or becomes a matter of public knowledge through no breach of this Agreement; (ii) is lawfully available or received from a third party without confidentiality obligation; (iii) is authorized to be disclosed by a third party with the right to do so; or (iv) is independently developed by the receiving party without the use of, or access to, the disclosing party's Confidential Information.

d. **Customer Data.** The term "Customer Data" shall mean "personal data," "personal information," or equivalents as defined in applicable Data Protection Laws shared between Licensor and Customer in connection with this Agreement. In the absence of applicable Data Protection Laws, "Customer Data" shall mean any information relating, directly or indirectly, to an identified or identifiable natural person exchanged under this Agreement.

e. **Software.** The term "Software" shall mean the computer programs, code, databases, forms, and documentation related thereto on the Licensor's Website or as provided by the Licensor to the Customer.

2. **License and Services** a. **Grant of License.** Licensor grants Customer, pursuant to the terms and conditions of this Agreement, a nonexclusive, nontransferable license to use the following Software on Licensor's Website (check each applicable Software option):

☒ SpEd Forms® ☒ MA Forms ☐ 504 Forms ☐ Health Forms
☐ MTSS Forms ☐ MA Services (See Exhibit B for provided services) ☐ Data Exchange Services (See Exhibit C for provided services)

In addition to the License, the Licensor provides standard training, customer reporting and data retrieval services in conjunction with the License.

b. **Restrictions on Use.** Customer agrees to use the Software only for Customer's own business. Customer shall not: (i) permit any parent, subsidiaries, affiliated entities or third parties to use the Software; (ii) copy, modify, or create derivative works or improvements of the Software; (iii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Software to any third parties; (iv) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part; (v) bypass or breach any security device or protection used by the Software or access or use the Software other than by an Authorized User through the use of their own access credentials; (vi) input, upload, transmit, or otherwise provide to or through the Software any information or materials that are unlawful or injurious; (vii) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Software, in whole or in part; (viii) access or use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third party, or that violates any Applicable Law; (ix) access or use the Software for purposes of competitive analysis of the Software, the development, provision, or use of a competing software service or product or any other purpose that is the Licensor's detriment or commercial disadvantage; or (x) otherwise access or use the Software beyond the scope of authorization granted in this Agreement.

c. **Modifications.** Customer agrees that only Licensor shall have the right to alter, maintain, enhance or otherwise modify the Software in its sole discretion. Customer acknowledges and agrees that obligations under this Agreement are not contingent upon the delivery of any future functionality or features.

d. **Material Terms and Conditions.** Customer specifically agrees that each of the terms and conditions of this Section 2 are material and that failure of Customer to comply with these terms and conditions shall constitute sufficient cause for Licensor to terminate this Agreement.

3. **Delivery, Installation, Data Conversion, Testing and Acceptance** a. **Delivery.** Licensor shall grant access to the Software on Licensor's website within five (5) days of the effective date of this Agreement.

b. **Testing.** Customer shall have ten (10) days, commencing upon being given access to the Software on Licensor's website, to test the Software. (the "Testing Period"). Should the Software on Licensor's website not substantially comply with Customer's needs, Customer's sole remedy shall be to cancel this Agreement within the Testing Period and be refunded its License Fee. After the Testing Period expires, Customer will be deemed to have accepted the Software on Licensor's website and may only cancel this Agreement pursuant to Paragraph 14 below.

4. Fee

a. **In General.** In consideration for the license granted and services provided by Licensor under this Agreement, Customer shall pay Licensor a fee in the amount of \$31,700.66 (the "License Fee"). License and Data Exchange Services fees are billed annually in advance. MA Service fees are based on paid claims and billed in arrears.

b. **Payment Terms.** Payment in full shall be tendered within thirty (30) days of the execution of this Agreement.

c. **Taxes.** Customer shall, in addition to the other amounts payable under this Agreement, pay all sales, use, value added or other taxes, federal, state or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement.

d. **Additional Services.** If Licensor and Customer agree to additional services not otherwise specified in this Agreement (including but not limited to technical operational support and other consulting services), Customer may be required to pay additional fees for such services at Licensor's standard fees and hourly rate or as otherwise provided by a separate agreement between the Customer and Licensor.

5. Customer Data

a. **Customer Data.** As between Licensor and Customer, Customer is and will remain the sole and exclusive owner of all right, title, and interest in and to all Customer Data, subject to rights and permissions granted in Section 5 (b).

b. **Consent to Use Customer Data.** Customer hereby irrevocably grants to Licensor all such rights and permissions in or relating to the Customer Data as are necessary or useful to Licensor to enforce this Agreement and exercise Licensor's rights and perform its obligations hereunder. Licensor shall retain the Customer Data it has received from Customer for only so long as necessary to perform its obligations under this Agreement, or as otherwise required under Applicable Law.

c. **Responsibility for Customer Data.** Customer represents and warrants that Customer owns or has obtained the necessary consents and rights related to the Customer Data, and Customer has the right to provide the Licensor the rights granted herein to use such Customer Data in accordance with this Agreement. Customer shall remain solely responsible and liable for the Customer Data and the use of the Customer Data as permitted herein. Customer shall provide all Customer Data requested by Licensor or as is necessary or required by law in a timely manner to provide the services hereunder and comply with applicable law.

d. **Data Security.** Each party hereto shall maintain, and update as needed, policies and procedures for a comprehensive information security program designed in compliance with applicable Data Protection Law to detect, prevent and mitigate the risk of data security breaches, including but not limited to the employment of technical, organizational and physical safeguards to protect the Customer Data.

e. **Compliance with Data Protection Laws.** Each party hereto shall comply with the obligations applicable to it under the Data Protection Laws with respect to its processing and service of the Customer Data including the Family Educational Rights and Privacy Act..

6. Ownership

Except for the licensed rights expressly granted in this Agreement, this Agreement is not a sale of nor is it a transfer of any intellectual or proprietary rights in the Software. Customer and Licensor agree that Licensor owns all proprietary rights, including patent, copyright, trade secret, trademark and other proprietary rights, in and to the Software and any and all intellectual property arising therefrom or otherwise provided to Customer in connection with the provision of the licensed rights, including, but not limited to any corrections, bug fixes, enhancements, updates, forms, database, process or other modifications, including custom modifications, to the Software, whether made by Licensor or any third party.

7. Confidential Information

Customer agrees that the Software contains proprietary information, including trade secrets, know-how and Confidential Information that is the exclusive property of the Licensor. During the period of this Agreement is in effect and at all times after its termination, Customer and its Authorized Users shall maintain the confidentiality of this information and shall not sell, license, publish, display, distribute, disclose or otherwise make available this information to any third party nor use such information except as authorized by this Agreement.

Customer shall not disclose any such proprietary information concerning the Software, including any flow charts, logic diagrams, user manuals and screens, to persons not an Authorized User of Customer without the prior written consent of Licensor. Neither party shall use or disclose any Confidential Information provided by the other party except as necessary to carry out the terms of this Agreement. A party receiving Confidential Information from the other shall use the highest commercial reasonable degree of care to protect the Confidential Information.

8. Use and Training

Customer shall limit the use of the Software to its Authorized Users who have been appropriately trained. Training by Licensor may be provided for an additional fee.

9. Warranty

LICENSOR MAKES NO WARRANTIES WITH RESPECT TO THE SOFTWARE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS PROVIDED IN SUBSECTION 3.b ABOVE, CUSTOMER ACCEPTS THE PRODUCTS "AS IS."

10. Limitations Period

No arbitration or other action under this Agreement, unless involving death or personal injury, may be brought by either party against the other more than one (1) year after the cause of action arises.

11. **No Consequential Damages** Licensor shall not be liable to Customer for indirect, special, incidental, exemplary, punitive or consequential damages (including, without limitation, lost profits) related to this Agreement or resulting from Customer's use or inability to use the Software, arising from any cause of action whatsoever, including contract,

warranty, strict liability, or negligence, even if Licensor has been notified of the possibility of such damages, and that these limitations will apply notwithstanding any failure of essential purpose of this Agreement.

12. Limitation on Recovery

Under no circumstances shall the liability of Licensor to Customer exceed the amounts paid by Customer to Licensor under this Agreement within 12 months prior to a Customer's initial claim, the refund of the License Fee paid by Customer being Customer's sole remedy. Licensor may in its sole discretion provide modifications to keep the Software in substantial conformance with this Agreement, replace the Software, or refund the license fees paid to Licensor.

13. Indemnification

Licensor shall indemnify and defend Customer from and against any claims based upon a valid claim that the Software infringes on any copyright or patent; provided Customer promptly notifies Licensor of any such claim in writing, allows Licensor to control the proceedings and Customer fully cooperates with Licensor during such proceedings. In the event a court finally determines that the Software infringes on any United States copyright or patent, Licensor may replace, in whole or in part, the Software with a substantially compatible and functionally equivalent computer program or modify the Software to avoid the infringement. If permitted by Applicable Law governing the powers of the Customer (i.e. school districts), Customer shall, at its expense, indemnify, defend, save and hold harmless Licensor from any claim brought or filed by a third party against Licensor arising out of or related to (i) any failure by Customer, its employees or agents to act in accordance with this Agreement, (ii) the Customer Data, including any processing of Customer Data by or on behalf of the Licensor in accordance with this Agreement, (iii) any third-party or Customer employees, agents or contractors electronic or manual signatures provided by the Customer through the Software system in any way related to this Agreement or providing consent or approval to use, assignment or transfer Customer Data, and (iv) the release of Confidential Information covered under the Health Insurance Portability and Accountability Act of 1996, as further described in the Business Associate Addendum attached hereto and incorporated as Exhibit A (if applicable).

14. Term and Termination

a. *Effective Date.* This Agreement and the license granted hereunder shall take effect on the "Effective Date", October 03, 2025.

b. *Annual Renewal.* This Agreement shall automatically renew each year on the anniversary of the Effective Date unless terminated as provided below. Upon renewal, the same terms and conditions contained in this Agreement shall apply except that Licensor shall provide Customer with a revised License Fee thirty (30) days before the anniversary of the Effective Date.

c. *Termination.* Each party shall have the right to terminate this Agreement and the license granted herein upon the occurrence of one of the following events (each an "Event of Default"): (i) In the event the other party violates any provision of this Agreement; or

(ii) Upon a party giving notice of its intent to terminate this Agreement thirty (30) days prior to the anniversary of the Effective Date.

d. *Procedure.* Upon any expiration or termination of this Agreement the Licensor will remove Customer access to the Platform, cease the provision of any services and delete customer data in 30 days unless Customer engages Licensor to provide a data retention service based upon the Licensor's standard fees and hourly rate or as otherwise mutually agreed in writing by the parties. Within ten (10) days after termination of this Agreement, Customer shall return to Licensor, at Customer's expense, the Software and all copies thereof, delete or destroy all other copies of the Software, and deliver to Licensor a certification, in writing signed by an officer of Customer, that the Software has been returned, all copies deleted or destroyed, and its use discontinued.

e. *Additional costs and services.* Additional services provided in response to the termination of this agreement or a component thereof, will be confirmed in writing and charged at the Licensor's standard fees and hourly rate.

15. Assignment

Customer shall not assign or otherwise transfer the Software or this Agreement to anyone, including any parent, subsidiaries, affiliated entities or third parties, or as part of the sale of any portion of its business, or pursuant to any merger, consolidation or reorganization, without Licensor's prior written consent.

16. Force Majeure

Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God, any acts of the common enemy, the elements, earthquakes, floods, fires, pandemics, epidemics, riots, failures or delay in transportation or communications, or any act or failure to act

by the other party or such other party's employees, agents or contractors including the failure of Licensor's equipment or the business dissolution of Licensor. The parties will promptly inform and consult with each other as to any of the above causes which in their judgment may or could be the cause of a delay in the performance of this Agreement.

17. Notices

All notices under this Agreement are to be delivered to the Licensor at the address and to the individual below and to the Customer at the address set forth on the signature page hereof, or to any other address or individual as a party may designate by providing notice, by: (i) depositing the notice in the mail, using registered mail, return receipt requested; (ii) overnight delivery service; (iii) hand delivery; or (iv) electronic mail or facsimile with confirmation send by registered mail, return receipt requested.

The notice shall be deemed delivered

(i) if by registered mail, four (4) days after the notice's deposit in the mail;

(ii) if by overnight delivery service, on the day of delivery;

(iii) if by hand delivery, on the date of hand delivery; or

(iv) if by electronic mail or facsimile, on the next business day after the electronic notice was sent.

LICENSOR: SpEd Forms LLC

5000 S MacArthur Lane, Ste 109

Sioux Falls, SD 57108

Attention: Kelli Byrnes Email: kelli@spedforms.com

18. General Provisions

a. *HIPAA.* To the extent Licensor grants to Customer a license in Licensor's Software for MA Forms and/or MA Services, then the parties shall be subject to the Business Associate Addendum attached hereto as Exhibit A and such terms shall be incorporated into this Agreement.

b. *Complete Agreement.* The parties agree that this Agreement is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral or written, between the parties relating to this Agreement. The Customer may not assign this Agreement to any party. The Licensor may assign this Agreement to any successors and assigns of the Licensor's business.

c. *Amendment.* This Agreement may not be modified, altered or amended except by written instrument duly executed by both parties.

d. *Waiver.* The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

e. *Severability.* If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

f. *Governing Law.* This Agreement and performance hereunder shall be governed by the laws of the State of South Dakota, without giving effect to principles of conflicts of laws. Customer hereby agrees to submit to the jurisdiction of State and Federal Courts in the state of the Customer's location.

g. *Independent Contractor.* Each party agrees and acknowledges that in its performance of its obligations under this Agreement, it is an independent contractor of the other party, and is solely responsible for its own activities. Neither party shall have any authority to make commitments or enter into contracts on behalf of, bind or otherwise obligate the other party in any manner whatsoever. No joint venture, franchise or partnership is intended to be formed by this Agreement.

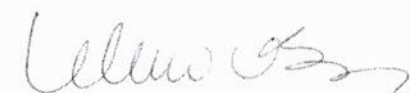
h. *Counterparts.* This Agreement may be executed in two counterparts, both of which taken together shall constitute a single instrument. Counterparts may be delivered via electronic mail (including .pdf or any electronic signature complying with the U.S. Federal ESIGN Act of 2000) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

i. *Read and Understood.* Each party acknowledges that it has read and understands this Agreement and agrees to be bound by its terms.

j. *Authorization.* Each party represents and warrants that it has taken all necessary action to duly authorize the execution, delivery and performance of this Agreement. The individual signing this Agreement on behalf of each Party certifies that he/she is duly authorized to execute this Agreement on behalf of such Party.

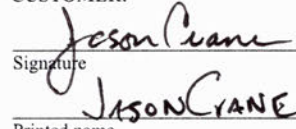
IN WITNESS WHEREOF, IT IS AGREED: Licensor and Customer, intending to be legally bound by the terms of this Agreement, have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

LICENSOR:



Kelli Byrnes
President
SpEd Forms LLC

CUSTOMER:



Printed name
Jason Crane
Duluth Schools
215 N First Avenue E
Duluth, MN 55802

9/30/25
Date signed
Director Special
Title Services

Exhibit A
BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (the "Addendum") is entered into by and between the Customer (the "Covered Entity") as defined in the underlying Software License Agreement, and SpEd Forms LLC, a South Dakota limited liability company (the "Business Associate").

1. Definitions.

- a. The following terms used in this Addendum shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
- b. *Business Associate.* "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean SpEd Forms, LLC, a South Dakota limited liability company.
- c. *Covered Entity.* "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the part in this Addendum, shall mean the Customer to the underlying Software License Agreement.
- d. *HIPAA.* "HIPAA" shall mean the security and privacy requirements reflected in 42 U.S.C. 1320d et seq. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- e. *HITECH Act.* "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act of 2009 as reflected in 42 U.S.C. 17921 et. seq. and such regulations as may be promulgated thereunder from time to time.
- 2. Obligations of Business Associate.**
- The Business Associate shall be permitted and required to use Protected Health Information only as provided in the underlying Software Agreement and this Addendum. The Business Associate agrees to use, disclose and request Protected Health Information consistent with HIPAA's minimum necessary requirements. The Business Associate shall not use or further disclose Protected Health Information in any manner that: (a) would violate the terms of this Addendum; or (b) if done by the Covered Entity, would violate HIPAA.

3. Restrictions on the Use and Disclosure of Protected Health Information.

- Notwithstanding anything in the underlying Software License Agreement to the contrary, the Business Associate shall:
- a. Not use or further disclose Protected Health Information other than permitted or required by this Addendum or required by law, or as permitted by the underlying Software License Agreement to the extent that such use or disclosure does not violate HIPAA or the terms of this Addendum;
- b. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent the use or disclosure of Protected Health Information other than as provided for in this Addendum;
- c. Report to the Covered Entity any use or disclosure of the Protected Health Information not provided for by this Addendum, or any security incident, of which it becomes aware, without reasonable delay but in no event later than ten (10) calendar days;
- d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions and conditions that apply to the Business Associate under this Addendum;
- e. Make available Protected Health Information in accordance with HIPAA;
- f. Make available Protected Health Information for amendment and incorporate any amendments to Protected Health Information in accordance with HIPAA;
- g. Make available Protected Health Information required to provide an accounting of disclosures of an individual's Protected Health Information to the extent such accounting is required by, and in accordance with, HIPAA;
- h. Make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary (or its delegate) for purposes of determining compliance with HIPAA;
- i. To the extent the Business Associate is to carry out one or more of the Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s);
- j. Report to Covered Entity any Breach of Unsecured Protected Health Information known by Business Associate. Notice shall be in writing and provided to the Covered Entity without unreasonable delay, but no later than ten (10) calendar days following the discovery of the Breach.
- k. At the termination of this Addendum, if feasible, return or destroy all Protected Health Information received from or created and received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and retains no copies of such information or if such return or destruction is not feasible, the terms of this Addendum shall remain in effect.

4. Permitted and Required Uses and Disclosures of Protected Health Information

The Business Associate shall be permitted and required to use Protected Health Information only as provided in the underlying Software License Agreement and this Addendum. The Business Associate agrees to use, disclose and request Protected Health Information consistent with HIPAA's minimum necessary

requirements. The Business Associate shall not use or further disclose Protected Health Information in any manner that: (a) would violate the terms of this Addendum; or (b) if done by the Covered Entity, would violate HIPAA.

5. Covered Entity Obligations

- a. Covered Entity shall notify the Business Associate, in writing, of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to or must comply with in accordance with 45 CFR 164.522, to the extent such restrictions may affect Business Associate's use or disclosure of Protected Health Information.
- b. Covered Entity shall notify the Business Associate, in writing, of any limitation in the notice of privacy practices of the Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect the Business Associate.
- c. Covered Entity shall notify the Business Associate, in writing, of any changes in, or revocation or, the permission by an individual to use or disclosure of his or her Protected Health Information, to the extent that such changes may affect the Business Associate.
- d. Except for data aggregation or management and administrative activities of Business Associate, Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA if done by Covered Entity.

6. Term and Termination

This Addendum shall become effective as of the Effective Date of the underlying Software License Agreement between the parties (as that term is defined therein). This Addendum shall remain in effect until the earlier of (i) the date the parties mutually agree in writing to terminate this Addendum, or (ii) the date the underlying Software License Agreement is terminated. No separate notice shall be required to terminate this Addendum upon termination of the underlying Software License Agreement. Notwithstanding anything in the underlying Software License Agreement to the contrary, the Covered Entity may terminate this Addendum and the underlying Software License Agreement upon written notice to the Business Associate if the Covered Entity determines that Business Associate has violated a material provision of this Addendum and the Business Associate has not cured the violation within thirty (30) days of written notice by the Covered Entity that such violation has occurred.

7. Relationship to Underlying Agreement

It is the intent of the parties that the terms of this Addendum be interpreted so as to cause the underlying Software License Agreement to comply with the privacy and security requirements of HIPAA. Accordingly, this Addendum shall amend the underlying Software License Agreement to the extent provided herein regardless of whether this Addendum formally satisfies the requirements of the underlying Software License Agreement for amendment of the underlying Software License Agreement. To the extent any provisions of this Addendum conflict with the terms of the underlying Software License Agreement, this Addendum shall govern.

8. Amendment

This Addendum shall automatically be amended to the extent minimally necessary to comply with any changes to HIPAA or HITECH, and no additional signatures of the parties shall be required to effect such amendment. Any other modifications to this Addendum may be accomplished only in writing and only by the mutual consent of the parties.

9. Miscellaneous

- a. *Mitigation.* Business Associate shall, to the extent practicable, take all reasonable measures to mitigate any known harm caused by a use or disclosure that is not permitted by this Addendum.
- b. *Further Assurances.* Each party hereto shall cooperate with the other and execute and deliver such other instruments and document and take such other actions as may be reasonably requested from time to time by the other party to carry out, evidence and confirm the intended purposes of this Addendum.
- c. *Survival.* Notwithstanding any contrary provision in this Addendum, the provisions of this Addendum shall continue in force beyond the terms of this Addendum to the extent necessary or appropriate to give such provisions their intended effect, unless and until the parties specifically agree in writing to the contrary.
- d. *Severability.* If any provision or application of this Addendum is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect, and this Addendum shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby.
- e. *Successors and Assigns.* This Addendum shall be binding upon, and inure to the benefit of, Covered Entity and Business Associate and their respective representatives, successors and assigns.
- f. *Counterparts.* This Agreement may be executed in two counterparts, both of which taken together shall constitute a single instrument. Counterparts may be delivered via electronic mail (including .pdf or any electronic signature complying with the U.S. Federal E-SIGN Act of 2000) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

Exhibit B
MA CLAIM SUBMISSION SERVICES

This Exhibit sets forth details regarding the services provided in respect of **MA Claim Submission Services**.

ITEM DESCRIPTION	INCLUDED
ENROLMENT AND REVALIDATION (completion and submission of the provider application with Minnesota Health Care Programs ("MHCP") through the Minnesota Provider Screening and Enrolment ("MPSE") portal)	
MEDICAID ELIGIBILITY VERIFICATION (including ongoing submission, retrieval and processing, and manual verification, if necessary)	
DIRECT CLAIM SUBMISSION (using MA Forms, generation of transaction set and interface with the State for Submission)	
REMITTANCE ADVICE RECEIPT AND RECONCILIATION (including loading and processing of the transaction set, including balancing of submitted versus received)	
CHECK CLAIM STATUS (including denial review and resubmission, claim and service line level review of denied claims, that could result in resubmission. SpEd Forms will provide the District with direction on how to bring logs and/or claims into compliance)	
QUARTERLY MANAGEMENT REPORTS (Provide quarterly management reports)	
FINANCIAL DATA COLLECTION (Will work with the District to gather the financial data necessary for program oversight)	
TRAINING AND EDUCATION (Education and general assistance in the processes associated with the State Medicaid Assistance Program)	

Exhibit C
DATA EXCHANGE SERVICES

This Exhibit sets forth details regarding the services provided in respect of **Data Exchange** Services. By signing this agreement, the Customer authorizes SpEd Forms to exchange data in this way.

ITEM DESCRIPTION	INCLUDED
DATA IMPORT SETUP (Setup of functionality to import demographic, enrollment record data and user account data from Customer into SpEd Forms)	
DATA IMPORT (Annual fee for regular import of demographic, enrollment record data and user account data from Customer into SpEd Forms)	
DATA EXPORT SETUP (Setup of functionality to export Special Education data and finalized PDF documents from SpEd Forms to Customer)	
DATA EXPORT (Annual fee for regular export of Special Education data and finalized PDF documents from SpEd Forms to Customer)	

AGREEMENT

THIS AGREEMENT, made and entered into this 16th day of September, 2025 by and between Independent School District #709, a public corporation, hereinafter called District, and Andrew Kimball 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: The contractor will provide a painting class for the Duluth Head Start staff. The fee will include all supplies needed.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 16, 2025 and shall remain in effect until June 30, 2026 , 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.** Andrew will provide CPR/First Aid classes for Duluth Preschool at the rate of \$45 per person. In the 25-26 school year, approximately 30 staff will complete this class.

3. **Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum of \$45 per person and not to exceed \$1350.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. Requests for Reimbursement. The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor.
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Duluth Preschool , 709 Portia Johnson Drive, Room 209, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 629 E 10th Street, Duluth, MN 55805.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Andrew A. Kimball [REDACTED] 09/17/2025
Contractor Signature SSN/Tax ID Number Date
Barbara Eldberg 9-19-25
Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

04	E	005	579	504	303	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Simone Zinich 9.23.25
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of September, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and University Nursery School - College Street, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 3, 2025 and shall remain in effect until June 3, 2026 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.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

Whereas the AGENCY is duly qualified to perform these services for an integrated preschool program as determined by the student's IEP team.

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (3 days per week) Monday, Wednesday and Friday full days following the Duluth Schools Preschool calendar.

The AGENCY shall perform these services at: 835 W College Street, Duluth, MN, 55811 .

The approximate date the service will begin is September 3, 2025 and shall not extend beyond June 3, 2026; the contract not to exceed a total of 97 Days (attending 3 full days per week. The District will pay 3 full days per week @ \$49 per day).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 709 Portia Johnson Drive, Duluth, MN 55811 on the 15th of each month for the preceding month.

3. **Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

The Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$4,753.00 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. Requests for Reimbursement. The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 709 Portia Johnson Drive, Duluth, MN 55811. Invoices may be emailed directly to ap.vendor@isd709.org.

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 University Nursery School - College Street 835 W College Street, Duluth, MN, 55811.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

41-0988095

10/5/2025

Contractor Signature

SSN/Tax ID Number

Date

Lora Thurston

10/1/25

Program Director

Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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

01	E	005	400	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

Ermine Zmich

10.7.25

Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair

Date



Quote Number 00000608
Created Date 8/12/2025
Expiration Date 8/29/2025

Subscription Quote

Company Address P.O. Box 103175
Pasadena, California 91189-3175
United States
Fax (408) 819-9441

Prepared By Barbara DelBove
Email barbara@wevideo.com
Phone (678) 276-5796

Customer Information

Bill To Name DULUTH PUBLIC SCHOOL DISTRICT ISD 709
(MN)
Bill To 709 Portia Johnson Drive
DULUTH, Minnesota 55811
United States

Quantity	Product	Line Item Description	Total Price
1.00	601 to 1,000 Seats of WeVideo Platform Base Subscription	List price is \$6500, discount extended due to error in last year's quote which extended promo pricing to this year. The note did state however year 2 price estimated at \$6507	USD 4,876.00
Subtotal			USD 4,876.00
Discount			0.00%
Total Price			USD 4,876.00
Grand Total			USD 4,876.00

Subscription Dates (CHECK ONE TERM OPTION)

Start Date	10/16/2025	☐ 12 months	USD 4,876.00
		☐ 24 months:	USD 9,752.00
		☐ 24 months invoiced annually	USD 4,876.00
		☐ 36 months:	USD 14,628.00
		☐ 36 months and invoiced annually	USD 4,876.00

Quote Acceptance

Customer is guaranteed the price above and is protected from annual price increases for the term of the agreement they choose. Upon receipt of this signed document and a purchase order (if required), customer receives 100% of the purchased capacity.

WeVideo, Inc. and Customer ("Parties") acknowledge and agree that this quote is subject to and governed by wevideo.com/terms-of-use ("Terms of Use") entered into between the Parties. The Terms of Use is incorporated herein by reference. **To accept this offer, please complete Sections 1 through 3 below, sign and date in this section. Submit completed quote via email to the sales representative listed above, po@wevideo.com, or fax to (408) 819-9441.** Upon acceptance, the entitlements described herein will be made available within five (5) business days from receipt of this quote. You will be invoiced for the total price set forth above once the provisioning process has completed. By signing, Customer agrees to pay the total amount on this quote when invoiced. Terms are net 30 days, subject to credit approval. All prices are exclusive of all taxes and duties imposed by any governmental authority.

Signature:

Kelly Flohaug

Name Printed:

KELLY FLOHAUG



Quote Number 00000608

Created Date 8/12/2025

Expiration Date 8/29/2025

Title: Principal
Date: 9-3-25

SECTION I - Purchase Order Requirement (CHECK ONE)

- ☒ Yes, a Purchase Order is required to invoice our organization. Please return a copy of your PO with this signed quote. ☐ No, this signed quote is sufficient to invoice our organization. Our invoice will include information for credit card payment.

SECTION II - Account Owner (COMPLETE ALL FIELDS)

Account Owner First & Last Name _____
Account Owner Email _____
Account Owner Job Title/Role _____
Account Owner Phone Number _____

SECTION III - Billing Information (COMPLETE ALL FIELDS)

Accounts Payable First & Last Name Lauren Ballman
Accounts Payable Email Lauren.Vanderk@15D709.org
Accounts Payable Phone Number 218 336 8704

Imine Zurich
9.8.25