

Business Committee - Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, August 16, 2016

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

6:30 PM

1. Financial Report

A. Financial Report

June financials will be presented at a later date.

B. Approval of Payment of Claims

This item is attached as an "extra".

C. Budget Revisions

5

D. Wire Transfers

7

E. Investment Transactions

8

F. APU Projections

APU Projections will resume in October.

G. Fundraisers - None

2. Bids, R.F.P.s and Quotes Reports

A. Bids

1) Bid #1253– Snow Plowing Services

9

Central, HOCHS, Homecroft, Laura MacArthur, Piedmont, Stowe,

Transportation – Billington Contracting, Inc. – \$54,648.00

Denfeld, East H.S., Lincoln Park MS, Lowell, Myers-Wilkins,

Nettleton, Ordean East MS – Blotti Contracting, Inc. – \$62,874.00

Congdon Park, Lakewood, Lester Park, Rockridge – Viele Contracting,

Inc. - \$23,680.00

Three bids were received in response to the District's request for bids for District-wide snow plowing services for FY17.

Recommendation: It is recommended the School Board approve entering into a contract with the firms listed above based on their low bid and estimated quantity of removal events as shown on the Bid Tab and Letter of Recommendation, as provided in response to Bid #1253– Snow Plowing Services.

It is further recommended the Duluth School Board approve the two (2) additional contract extension options through June 30, 2018, if the amount is determined acceptable by the Director of Business Services

B. R.F.P.s

1) RFP #306 - Playground Rubber Removal and Reconstruction Design 12
 The District received three (3) responses to its solicitation and RFP #306 – Playground Rubber Removal and Reconstruction Design. These responses were reviewed and evaluated by the Facilities Management Department staff and the responding firms were determined to all have very good qualifications and experience necessary to confirm their capacity to perform the desired investigation research and design and construction administration services. Proposed fees for the Phase I services all based on hourly not to exceed amount where SAS+Associates proposed the lowest cost fees.

Recommendation: It is recommended the School Board approve entering into a contract with the firm of SAS Associates to perform Phase I described professional design and survey services for an hourly not to exceed fee of \$18,500.

It is further recommended the Duluth School Board authorize the Director of Business Services or Superintendent of Schools to negotiate an agreement for design and construction services necessary for the bidding of projects defined in the Phase I assessment and appropriate construction administration and observation of construction for a total Phase II fee not to exceed \$50,000.

C. Quotes - None

3. Policies and Regulations

A. Policy 3040 Renumbering to 706 - Acceptance of Gifts 20
 Administration is recommending this policy be renumbered from 3040 to 706 at this time.

As allowed in Policy 208: If a policy is modified with minor changes that do not affect the substance of the policy or because of a legal change over which the School Board has no control, the modified policy may be approved at one meeting at the discretion of the School Board.

Recommendation: It is recommended that the Duluth school Board approve the renumbering of Policy 3040 to MSBA Model Policy 706.

4. Contracts, Change Orders, and Leases

A. Contracts

1) K.E.Y. Zone - YMCA 22
 Attached is a contract with the YMCA to support K.E.Y. Zone before and after school programs - at nine elementary sites for the 2016-17 school year in the approximate amount of \$800,000. The funding for the program will come from money collected from participants.

Recommendation: It is recommended that the Duluth School Board approve the contract with the YMCA for K.E.Y. Zone services.

2) YMCA - 21st Century Community Learning Center Programs 28
 Attached is the contract with the YMCA to support the 21st Century Community Learning Center Programs before and after school

programs at five elementary sites for the 2016-17 school year in the approximate amount of \$58,218. The funding for the program will come from the 21st Century Community Learning Center grant.

Recommendation: It is recommended that the Duluth School Board approve the contract with the YMCA to support the 21st Century Community Learning Center Programs.

B. Change Orders

1) Change Order related to Facilities Project - Bid #1245 40

Bid #1245 - Myers-Wilkins Elementary School Window Replacement and Masonry Restoration was approved at the School Board Meeting on March 22, 2015 with a base bid of \$844,000.00.

Change Order #1 to this bid is for window demolition adding cost associated with lead based paint present, and additional masonry void filling for total add of \$55,524.00.

Recommendation: It is recommended the School Board approve the change order as listed above pertaining to Bid #1245– Myers-Wilkins Elementary School Window Replacement and Masonry Restoration adding \$55,524.00 to the previously awarded base bid and change orders for a new contract total of \$899,524.00.

C. Leases

1) Washington Recreation Washington Center Lease from City of Duluth 48

Attached is a lease from the City of Duluth for the Washington Recreation Washington Center. This three year agreement will have a year one cost of \$13,120 with a 3% increase for year two and a 3% increase for year three.

Recommendation: It is recommended that the Duluth School Board approve this three year lease agreement with the City of Duluth with an initial cost of \$13,120 for year one and a 3% increase each for years two and three. The School Board also authorizes the CFO/Director of Business Services to sign and process all necessary documents.

5. Resolutions

A. B-8-16-3390 - Acceptance of Donations to Duluth Public Schools. 60

Recommendation: It is recommended that the Duluth School Board approve Resolution B-8-16-3390.

B. B-8-16-3391 - Authorized Bank Account Signer 61

Recommendation: It is recommended that the Duluth School Board approve Resolution B-8-16-3391.

C. B-8-16-3392 - Broadcasting Committee Meetings 62

D. PLACEHOLDER - Sale of Property

6. Informational - These items are provided for informational purposes only and no action is required.

A. Expenditure Contracts 63

Superintendent Gronseth or the CFO/Executive Director of Business and Finance has signed the following contracts during the month of July 2016.

B. Revenue Contracts 124

Superintendent Gronseth or the CFO/Executive Director of Business and Finance has signed the following contracts during the month of July 2016.

C. Other Contracts - None

D. Change Orders Signed-None

E. Facilities Management & Capital Project Status Report 135

7. Future Items

A. Policy Updates

B. Levy Certification

ISD #709 - Duluth Public Schools
ACH & Wire Transfer Summary
Period Ending 06/30/2016

<u>CHECK DATE</u>	<u>VENDOR ID</u>	<u>DESCRIPTION</u>	<u>MSDLFA</u>
06/03/2016	V79764	DULUTH FEDERATION OF TEA	31,389.46
06/03/2016	V107231	DULUTH TEACHERS CREDIT	7,843.91
06/03/2016	V106637	EBC - FLEX EFT	10,602.61
06/03/2016	V106636	EBC - TSA EFT	80,462.81
06/03/2016	V79771	EDUCATION MN CLERICAL	1,263.12
06/03/2016	V102915	FEDERAL 941 PR TAXES	611,185.74
06/03/2016	V108066	MG TRUST	96,970.81
06/03/2016	V05173	MN CHILD SUPPORT EFT	2,164.32
06/03/2016	V108320	MN DEPT OF REVENUE EFT	254.00
06/03/2016	V102916	MN STATE PR TAXES	98,234.04
06/03/2016	V79708	PUBLIC EMPLOYEES RETIREMENT	101,408.07
06/03/2016	V108783	TEACHERS RETIREMENT ASSOC EFT	262,786.52
06/03/2016	V79704	U S BANK - PY DIRECT DEPOSIT	1,598,512.70
06/17/2016	V106466	CITISTREET FOR MSRS	1,376,789.72
06/17/2016	V79764	DULUTH FEDERATION OF TEA	31,333.22
06/17/2016	V107231	DULUTH TEACHERS CREDIT	7,793.91
06/17/2016	V106637	EBC - FLEX EFT	10,808.28
06/17/2016	V106636	EBC - TSA EFT	80,367.39
06/17/2016	V79771	EDUCATION MN CLERICAL	19.15
06/17/2016	V102915	FEDERAL 941 PR TAXES	653,487.30
06/17/2016	V108066	MG TRUST	97,787.20
06/17/2016	V05173	MN CHILD SUPPORT EFT	2,164.32
06/17/2016	V102916	MN STATE PR TAXES	106,129.93
06/17/2016	V79708	PUBLIC EMPLOYEES RETIREMENT	102,431.24
06/17/2016	V108783	TEACHERS RETIREMENT ASSOC EFT	272,666.70
06/17/2016	V79704	U S BANK - PY DIRECT DEPOSIT	1,676,156.11
06/29/2016	V06645	MEDICA HEALTH PLAN (EFT)	179,254.90
06/29/2016	V80030	DELTA DENTAL PLAN OF MN(EFT)	56,243.35
06/29/2016	V104923	HARRIS BANK	40,789.51
			7,597,300.34

**ISD 709 – Duluth Public Schools
GF Investment Activity for FY 2016
As of June 30, 2016**

Beginning Investment Balance (May 31, 2016): \$ **5,857,478.47**

Add Purchases:

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>	
06/01	FFCB	MBS	01/17/17	0.56%	\$ 469,339.00
06/03	The Western State Bank (KS)	MBS	01/03/17	0.50%	249,000.00
06/06	MN Trust Term Series	PMA	07/07/16	0.50%	3,000,000.00
06/06	MN Trust Term Series	PMA	07/26/16	0.50%	5,500,000.00
06/06	MN Trust Term Series	PMA	08/11/16	0.50%	2,000,000.00
06/06	MN Trust Term Series	PMA	01/26/17	0.55%	1,000,000.00
06/17	Choice Financial Group (ND)	MBS	12/19/16	0.50%	249,000.00
06/22	Beal Bank USA (NV)	MBS	01/18/17	0.55%	249,000.00
06/29	Pacific City Bank (CA)	MBS	12/29/16	0.45%	249,000.00
06/30	MBank (MI)	MBS	12/30/16	0.60%	249,000.00
Total Purchases			\$	13,214,339.00	

Deduct Maturities/Calls/Sales:

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>	
06/06	MN Trust Term Series	PMA	06/06/16	0.50%	\$ 2,000,000.00
06/15	Beal Bank, SSB (TX)	MBS	06/15/16	0.60%	248,000.00
06/16	Pacific Enterprise Bank (CA)	PMA	06/16/16	0.50%	249,300.00
06/16	CIT Bank (CA)	PMA	06/16/16	0.50%	249,300.00
06/17	Ally Bank (UT)	MBS	06/17/16	0.60%	248,000.00
Total Maturities			\$	2,994,600.00	

Other items:

Add:	Money Market Funds Interest	\$ 497.13
	Beginning Value Adjustment	0.00
	Other Interest/Cash Balance on Account (Reverse)	0.00
Deduct:	Transaction Fees/Other	0.00
	Market Value Adjustment	10,486.47
Total Other		\$ - 9,989.34

Ending Investment Balance (June 30, 2016) \$ **16,067,228.13**

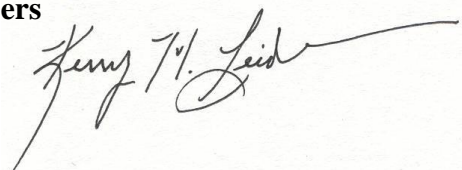
Note: Ending Investment Balance as of June 30, 2015 was \$ 7,348,989.44

Memorandum

To: Bill Hanson
School Board Members

From: Kerry M. Leider

Date: August 8 , 2016



Re: Bid # 1253 – District-Wide Snow Plowing Services

Three bids were received in response to the School District's request for bids for District-wide Snow Plowing Services in FY14. The total low bids determined from acceptable site-specific proposals are as follows:

Blotti Contracting, Inc	\$62,874.00
Billington Contracting Inc.	\$18,675.00
Viele Contracting, Inc.	\$23,680.00

It is recommended the Duluth School Board approve the bids as noted above for the work defined in Bid #1231 – Snow Plowing Services, for a total estimated cost of \$146,202.00.

It is further recommended the Duluth School Board approve the two (2) additional contract extension options through June 30, 2018, if the amount is determined acceptable by the Director of Business Services.

Attached please find the Bid Tab and comparison with other fiscal years for reference.

Attachments

BID TABULATION
SNOW PLOWING SERVICES
for the period of July 1, 2016 through June 30, 2017
BID #1253

		Vendor			Blotti Contracting			Sinnott Blacktop			Viele Contracting		
		Billington Contracting			Blotti Contracting			Sinnott Blacktop			Viele Contracting		
		Bid Bond:	no		Bid Bond:	yes		Bid Bond:	no		Bid Bond:	no	
		Add. No. 1	yes		Add. No. 1	no		Add. No. 1	yes		Add. No. 1	no	
Snow Fall		1-6"	6.01-12"	above 12"	1-6"	6.01-12"	above 12"	1-6"	6.01-12"	above 12"	1-6"	6.01-12"	above 12"
1	Central	\$500	\$700	\$1,000	\$575	\$850	\$1,100	\$675	\$950	\$1,300			
2	Congdon Park										\$160	\$250	\$410
3	Denfeld HS				\$545	\$674	\$974	\$650	\$1,050	\$1,500			
4	East HS				\$698	\$890	\$1,344				\$800	\$1,180	\$1,825
5	HOCHS	\$650	\$850	\$1,100									
6	Homecroft	\$440	\$550	\$800							\$430	\$640	\$870
7	Lakewood										\$405	\$610	\$1,000
8	Laura MacArthur	\$380	\$600	\$800	\$425	\$574	\$794	\$600	\$1,000	\$1,400			
9	Lester Park										\$350	\$610	\$1,020
10	Lincoln Park MS	\$620	\$825	\$1,079	\$589	\$834	\$1,148	\$700	\$1,050	\$1,400			
11	Lowell				\$238	\$458	\$638						
12	Meyrs Wilkins				\$274	\$320	\$494						
13	Nettleton				\$168	\$448	\$550						
14	Ordean East MS				\$494	\$694	\$994				\$530	\$770	\$1,150
15	Piedmont	\$300	\$425	\$500	\$375	\$548	\$674						
16	Rockridge										\$200	\$290	\$390
17	Stowe	\$330	\$599	\$850	\$474	\$694	\$794	\$550	\$800	\$1,000			
18	Transportation	\$275	\$325	\$500				\$275	\$350	\$450			
Total of all sites per snowfall rate		\$3,495	\$4,874	\$6,629	\$4,855	\$6,984	\$9,504	\$3,450	\$5,200	\$7,050	\$2,875	\$4,350	\$6,665
Total Annual Amount of Bid		\$72,297			\$101,152			\$72,650			\$61,365		
Total Low Bid Amount		\$2,875	\$4,049	\$5,550	\$3,006	\$4,318	\$6,142				\$1,115	\$1,510	\$2,820
Low Annual Amount		\$59,648			\$62,874						\$23,680		

PRICE COMPARISON SNOW PLOWING SERVICES

Snow Fall	change from FY16			Bid #1253 FY17 July 1, 2016 - June 30, 2017			Bid #1231 FY16 (3rd year) July 1, 2015 - June 30, 2016			Bid #1231 FY15 (2nd year) July 1, 2014 - June 30, 2015		
	1-6"	6-12"	12+	1-6"	6-12"	12+	1-6"	6-12"	12+	1-6"	6-12"	12+
Central	-25.2%	-28.3%	-25.2%	\$500.00	\$700.00	\$1,000.00	\$668.32	\$976.77	\$1,336.63	\$661.70	\$967.10	\$1,323.40
Congdon Park	-2.7%	-2.7%	-0.3%	\$160.00	\$250.00	\$410.00	\$164.51	\$257.05	\$411.27	\$162.88	\$254.50	\$407.20
Denfeld HS	47.6%	24.2%	31.9%	\$545.00	\$674.00	\$974.00	\$369.12	\$542.88	\$738.23	\$365.46	\$537.50	\$730.92
East HS	-14.6%	-24.7%	-26.4%	\$698.00	\$890.00	\$1,344.00	\$817.40	\$1,182.41	\$1,825.02	\$809.31	\$1,170.70	\$1,806.95
HOCHS				\$650.00	\$850.00	\$1,100.00						
Homecroft	0.7%	-14.4%	-8.4%	\$440.00	\$550.00	\$800.00	\$436.98	\$642.61	\$873.61	\$432.65	\$636.25	\$865.30
Lakewood	-0.3%	-0.3%	-2.3%	\$405.00	\$610.00	\$1,000.00	\$406.13	\$611.77	\$1,023.04	\$402.11	\$605.71	\$1,012.91
Laura MacArthur	15.9%	8.3%	8.2%	\$380.00	\$600.00	\$800.00	\$327.99	\$554.19	\$739.26	\$324.74	\$548.70	\$731.94
Lester Park	-1.3%	-0.3%	-0.3%	\$350.00	\$610.00	\$1,020.00	\$354.72	\$611.77	\$1,023.04	\$351.21	\$605.71	\$1,012.91
Lincoln Park MS	-17.9%	-9.8%	-6.9%	\$589.00	\$834.00	\$1,148.00	\$717.67	\$924.33	\$1,232.79	\$710.56	\$915.18	\$1,220.58
Lowell	-7.0%	-5.2%	-4.4%	\$238.00	\$458.00	\$638.00	\$256.02	\$483.24	\$667.29	\$253.48	\$478.46	\$660.68
Meyers Wilkens	34.6%	7.3%	23.2%	\$274.00	\$320.00	\$494.00	\$203.58	\$298.17	\$400.99	\$201.56	\$295.22	\$397.02
Morgan Park				<i>removed (building sold)</i>			<i>removed (building sold)</i>			\$181.20	\$303.36	\$455.05
Nettleton	-8.2%	-5.1%	-23.5%	\$168.00	\$448.00	\$550.00	\$183.02	\$471.93	\$718.70	\$181.20	\$467.26	\$711.59
Ordean East MS	-8.5%	-10.0%	-14.1%	\$494.00	\$694.00	\$994.00	\$539.79	\$771.14	\$1,156.70	\$534.45	\$763.50	\$1,145.25
Piedmont	8.5%	3.1%	-3.7%	\$300.00	\$425.00	\$500.00	\$276.58	\$412.30	\$519.23	\$273.84	\$408.22	\$514.09
Rockridge	-0.2%	-2.7%	-0.2%	\$200.00	\$290.00	\$390.00	\$200.50	\$298.17	\$390.71	\$198.51	\$295.22	\$386.84
Stowe	-5.3%	-2.7%	0.9%	\$330.00	\$599.00	\$850.00	\$348.55	\$615.88	\$842.08	\$345.10	\$609.78	\$833.74
Transportation	7.0%	-2.7%	14.4%	\$275.00	\$325.00	\$500.00	\$257.05	\$334.16	\$436.98	\$254.50	\$330.85	\$432.65
Total of all sites per snowfall rate	7.2%	1.4%	1.2%	\$6,996.00	\$10,127.00	\$14,512.00	\$6,527.93	\$9,988.77	\$14,335.57	\$6,644.46	\$10,193.22	\$14,649.02
Estimated Total Annual Amount	3.8%			\$146,702.00			\$138,759.99			\$141,346.82		

Memorandum

To: Bill Hanson

From: Kerry M. Leider



Date: August 3, 2016

Re: Playground Rubber Removal & Reconstruction Design Services – RFP #306

The District received three (3) responses to its solicitation and RFP #306 – Playground Rubber Removal and Reconstruction Design. These responses were reviewed and evaluated by the Facilities Management Department staff and the responding firms were determined to all have very good qualifications and experience necessary to confirm their capacity to perform the desired investigation, research, design and construction administration services. Proposed fees for the Phase I services were all based on hourly not to exceed amounts. SAS & Associates proposed the lowest cost fee basis.

Recommendation:

It is recommended the School Board approve entering into a contract with the firm of SAS Associates to perform Phase I described professional design and survey services for an hourly no to exceed fee of \$18,500.

It is further recommended the Duluth School Board authorize the Director of Business Services or Superintendent of Schools to negotiate an agreement for design and construction services necessary for the bidding of projects defined in the Phase I assessment and appropriate construction administration and observation of construction for a total additional Phase II fee not to exceed \$50,000.

Schedule

August -	Initial meeting with Facilities Management and committee.
September -	Research and investigation of product options and existing conditions.
October -	Present preliminary design options to management & committee feedback.
November -	Project scope, preliminary design and cost estimates to School Board.
Dec. Jan. -	Design, bidding and award of contracts.

June-August - Construction

PROJECT:

2016 Proposal for Architectural and Engineering Services
Rubber Mulch Removal from
Playgrounds

FIRM NAME:

SAS+Associates
219 West First Street, STE 350
Duluth, MN 55802

CONTACT:

Luke Sydow
(p) 218-391-1335
(e-mail) luke@saslandarch.com



DATE: July 19, 2016

TO: Independent School District #709
RFP 306 Attention: Supervisor of Purchasing, Room 212
215 North First Ave East
Duluth, MN 55802

FROM: Luke Sydow
SAS + Associates

RE: 2016 Proposal for Architectural and Engineering Services
Rubber Mulch Removal from Playgrounds

Dear Mr. Leider:

The following proposal is for Landscape Architectural Services for the 2016 Proposal for Architectural and Engineering Services Rubber Mulch Removal from Playgrounds for the 10 school sites identified. SAS+Associates (SAS) will work with the appropriate parties to bring the Phase I elements to the School Board and community in a **clear, concise format** with **contractor verified budgets** to assure public awareness, allow for comment, present recommendations, and assist in the play surface selection. By drawing on our knowledge and experience as design professionals, referencing the most recent CPSC guidelines and ASTM standards, investigating the most current research and data on the proposed materials, and balancing this information with the realities of the school district in terms of up-front costs and ongoing maintenance, SAS+Associates will present recommendations for a safe, quality, maintainable, playground surfacing that will enhance the experience for the students and the public while reducing the health and environmental concerns parents have over the current playground safety surfacing.

SCOPE OF WORK:

The purpose of this Scope of Work is to describe the process and the proposed roll of SAS+Associates for Phase I of this project.

Phase I - Review and analysis of existing sites (10) and Safety Surfacing Options:

An initial site analysis and design investigation will be completed for each of the ten sites. SAS will meet with ISD #709 staff (referred to below as the Committee) to review each site for any known concerns, issues and opportunities that may exist which would affect this scope of work. Items such as poor drainage, erosion, accessibility issues, materials selection, safety zones, equipment, will be examined. Utilizing as-built drawings and construction documents (provided by the School District), SAS will field verify existing site conditions and develop a proposed scope of work and cost projection for each site.

In Phase I, we will meet with the Committee to hear their issues for the area and listen to their issues and vision for the future.

Landscape
Architecture
Site +Urban Design

Following this meetings, SAS+Associates will develop an analysis board for presentation to the Committee. SAS+Associates will develop conceptual designs showing general proposed surface materials to address the issues and enhance the opportunities for the sites. These plans will incorporate many of the Committee's ideas and will be presented back to the group for approval, feedback and refinement. Areas that will be addressed include –

- Fall Zone Materials – type, pros, cons and projected cost of each type
 - Wood Mulch
 - Artificial Turf
 - Poured in place
 - Rubber tiles
- Current material safety data, testing results, research into various surfacing options and playground safety guidelines and accessibility
- Provide recommendations for modifications to pedestrian circulation and access to new play surface if needed
- Appropriate studies for drainage intent
- Accessibility requirements for new play surfaces
- Lifespan of new play surfaces
- Costs installed for each of the new play surfaces
- Review of safety compliance of existing equipment utilizing current CPSC guidelines
- Connections of site elements
- Re-use of on-site materials if applicable.
- Landscaping for aesthetic improvement
- Lighting, screening and security

SAS+Associates will present the findings of our studies into various playground safety surfacing options and make recommendations to the IDS709 School Board and community for feedback, comments, options, and approval of the recommendations for playground safety surfacing material.

TEAM:

SAS+Associates is a Landscape Architecture and Site Design firm focused on site and landscape design in the Northland for the past 15 years. Prior to relocating to Duluth, Luke worked for a Landscape Architecture firm in Boulder, Colorado where he worked on many park and playground projects.

Luke Sydow, PLA:

Luke will be the project manager for the project. Luke will be supported by Matthew Daly, MLA, and Allison Adams, BLA. Both Allison and Matthew completed numerous playground projects for both Cities and School districts.

PREVIOUS WORK :

SAS+Associates has experience designing multiple public and private playground projects including -

Harrison Community Park, Duluth, MN – Sand and shredded rubber surfacing
UMD Childrens Place Phase I and II, Duluth, MN – rubber tile surfacing

Northern Lights Elementary School, Superior Wisconsin – Wood Mulch
Lowell Elementary, Duluth, MN – Shredded Rubber * ISD 709 Project
Holy Rosary School, Duluth, MN – Wood Mulch

SAS+Associates completed the UDC landscape design for Congdon Park Elementary School.

SAS+Associates completed the design for the Gary New Duluth Park. Currently under construction, SAS is responsible for site observation and contract administration for landscape improvements.

Phase II –

Following the successful completion of Phase I of this project, SAS+Associates hopes to continue into Phase II work with the school district to bring the proposed changes to reality.

Detailed Survey

In the Detailed Survey Phase, SAS+Associates will refine the preferred elements of the plan from the Phase I and the provided survey information.

- Coordinate with appropriate governmental / #709 agencies to meet any requirements for the site improvements
- Size, type and placement of elements refined
- Grades of drainages revised based on the selected playground surface
- Materials selected for aesthetic value, maintenance requirements and longevity.
- Budget projection numbers further developed

Construction Documents (10 Individual Sets – may be bid together, individually or in batches)

SAS+Associates will develop complete construction document plans and specifications per industry standards for bidding and construction.

Bidding Services

SAS can assist in the bidding of the project, answering questions from contractors and selection of contractors. We will issue addendums as needed to clarify construction documents and adjust to site conditions as needed.

Construction Administration, Site Inspections, Project Closeout

A project is only as successful as the quality of the installation of the materials. In order to protect the interests of the owners and others, and to insure that the approved design gets implemented properly and the long-term viability of the project is realized, SAS+Associates provides site inspection services. SAS+Associates can help insure all work is done in conformance with construction documents for the long-term success of the project.

Proposed Fees

SAS + Associates proposes to provide the above listed scope of work for each phase of the ISD #709 Project RFP 306 as proposed below

Phase I Surfacing Material options and cost analysis - Hourly, not to exceed at \$10,500

SAS will work on an on-going basis as needed until the cap of Phase I is reached. SAS will keep you apprised of the incurred fees and notify the project manager as the cap approaches. If the cap amount is reached SAS will contact you to discuss changes in scope or services. All additional services activities shall be authorized by the Owner.

Phase I Additional Professional Fees as may be needed

Topographic / existing conditions survey (by others if needed, coordinated by SAS)\$8,000 (Estimate)

Phase I Deliverables:

Phase I New Play Surface Analysis Boards (4) (24"x36")
 Up to Ten (10) Design/Analysis Concept plan boards (24" x 36")
 One final recommendation board (24" x 36")
 3 Meetings - Kick-off meeting (Attended – at central offices)
 Conceptual plans presentation. Gather input, Feedback.
 Presentation of final Conceptual Plan

Basis for Proposed Fee

Our fee is based on previous experience, anticipated requirements and the following assumptions:

- Though the need for this is not anticipated in Phase I, Topographic, boundary, and existing conditions surveying would be by others. Any required engineering by others. SAS+Associates will contract with necessary outside consultants, as additional services and coordinate those additional services at their cost with a 5% markup.
- Base drawings of existing play areas are available in AutoCAD format and include detailed relevant topography, grading.
- The services we provide and the areas of work for which we will be responsible will follow those described above. We will gladly attend additional meetings or make additional site visits provided they are compensated for as additional services. Any changes to the design or drawings (not due to our error or omission) which are contrary to previous instructions or approvals will also be considered additional services as will revisions to the drawings or the development of additional concepts or designs beyond those described above.

We have attempted to describe all tasks and products in this scope of work so there is a clear expectation of SAS+Associates products and responsibilities. We are ready to proceed with work as soon as authorized.

Please return one initialed and signed copy of this proposal for our records if it is acceptable.

SAS+Associates

ISD #709

By: 
 Luke W. Sydow, PLA

By: _____
 Kerry Leider, Property and Risk Manager

Date: 7-19-16

Date: _____

Landscape
 Architecture
 Site +Urban Design

SAS+Associates (herein called the Firm) shall perform the services outlined in this agreement for the stated fee arrangement.

Access to Site:

Unless otherwise stated, the Firm will have access to the site for activities necessary for the performance of the services. The Firm will take precautions to minimize damage due to these activities, but have not included in the fee the cost of restoration of any resulting damage.

SAS+Associates Fees:

The total fee, if stated, shall be understood to be an estimate, and shall not be exceeded by more than ten percent without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Current hourly rates are as follows:

Principal:	\$	90
Landscape Architect	\$	85
Landscape Designer	\$	75
Draftsperson/CAD:	\$	65
Administrative:	\$	55
Clerical:	\$	45

Billings/Payments:

Invoices for the Firm's services shall be submitted, at the Firm's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, the Firm may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments:

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance (18.0% true annual rate), at the sole election of the Firm. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification:

The Client shall indemnify and hold harmless the Firm and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the Firm), or anyone for whose acts any of them may be liable.

Risk Allocation:

In recognition of the relative risks, rewards and benefits of the project to both the Client and the Firm, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by the law, the Firm's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed the fee paid to the firm for the service. Such causes include, but are not limited to, the Firm's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Initial here: W (Firm) _____ (Client)

Termination of Services:

This agreement may be terminated by the Client or the Firm should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents:

All documents produced by the Firm under this agreement shall remain the property of the Firm and may not be used by the Client for any other endeavor without the written consent of the Firm.

Applicable Laws:

Unless otherwise specified, this agreement shall be governed by the laws of the State of Minnesota.

Landscape
Architecture
Site +Urban Design

REIMBURSABLE EXPENSES (If not described as part of the above proposal)

1. Sub-consultant fees (not anticipated to be needed in Phase I) are billed at a 5% mark-up.
2. Travel time is billed at half the hourly or daily rate above.
3. Mileage is billed at the current Federal mileage reimbursable standard).
4. In-house black and white photocopies beyond those described above are billed at \$.15 per copy, color copies will be billed out at \$.75. Whenever possible, large runs are sent to outside sources at reduced cost.
5. All other reimbursable expenses including printing, postage, supplies, film, photos, etc. are billed at direct cost.
6. Report publications and special presentations (renderings, models, photo montages, etc.) are considered reimbursable expenses and must be negotiated with the client separately according to special requirements.
7. Additional full-size sheets of Construction Document plans beyond that spelled out in the proposal are billed at \$8/sheet. Additional Specifications beyond that spelled out in the proposal are billed at \$0.15/ page.

Adopted: _____

MSBA/MASA Model Policy 706

Orig. 1995

Revised: _____

Rev. 2007

706 ACCEPTANCE OF GIFTS

[Note: The provisions of this policy substantially reflect statutory requirements.]

I. PURPOSE

The purpose of this policy is to provide guidelines for the acceptance of gifts by the school board.

II. GENERAL STATEMENT OF POLICY

It is the policy of this school district to accept gifts only in compliance with state law.

III. ACCEPTANCE OF GIFTS GENERALLY

The school board may receive, for the benefit of the school district, bequests, donations or gifts for any proper purpose. The school board shall have the sole authority to determine whether any gift or any precondition, condition, or limitation on use included in a proposed gift furthers the interests of or benefits the school district and whether it should be accepted or rejected.

IV. GIFTS OF REAL OR PERSONAL PROPERTY

The school board may accept a gift, grant or devise of real or personal property only by the adoption of a resolution approved by two-thirds of its members. The resolution must fully describe any conditions placed on the gift. The real or personal property so accepted may not be used for religious or sectarian purposes.

[Note: This voting requirement and gift use provision is specified by Minn. Stat. § 465.03.]

V. ADMINISTRATION IN ACCORDANCE WITH TERMS

If the school board agrees to accept a bequest, donation, gift, grant or devise which contains preconditions, conditions or limitations on use, the school board shall administer it in accordance with those terms. Once accepted, a gift shall be the property of the school district unless otherwise provided in the agreed upon terms.

Legal References: Minn. Stat. § 123B.02, Subd. 6 (Bequests, Donations, Gifts)
Minn. Stat. § 465.03 (Gifts)

Cross References:

3040 ACCEPTANCE OF GIFTS

I. PURPOSE

The purpose of the policy is to provide guidelines for the acceptance of gifts by the school board.

II. GENERAL STATEMENT OF POLICY

It is the policy of this school district to accept gifts only in compliance with state law.

III. ACCEPTANCE OF GIFTS GENERALLY

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If the school board agrees to accept a bequest, donation, gift, grant or devise which contains preconditions, conditions or limitations on use, the school board shall administer it in accordance with those terms. Once accepted, a gift shall be the property of the school district unless otherwise provided in the agreed upon terms.

Reference: Minn. Stat, § 123B.02, Subd. 6
Minn. Stat, § 465.03
MSBA Policy 706

Adopted: 06-09-1970 ISD 709
Revised: 06-20-1995
08-19-2014 ISD 709

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and The Duluth Area Family YMCA, hereinafter called Duluth Y.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby the Duluth Y will provide programs or services in partnership with 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, 2016, and shall remain in effect until June 30, 2017 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Duluth Y and District shall provide staff and supplies, as agreed upon by both parties, at each site to support the before and after school programs – K.E.Y. Zone – and its functions at the following sites:

Lowell Elementary School
 Lester Park Elementary School
 Laura MacArthur Elementary School
 Congdon Park Elementary School
 Homecroft Elementary School
 Lakewood Elementary School
 Stowe Elementary School
 Piedmont Elementary School
 Myers-Wilkins Elementary School

Duluth Y and District program site coordinators have their own cards for purchasing. Staff abides by respective organizations purchasing policies.

Addendum 1- Staffing Design Model

3. **Background Check .** Duluth Y must provide an executed criminal history and background check on all of its employees assigned to the program. Duluth Y is precluded from performance of contract until the results of the criminal background check(s) are on file. The Duluth Y abides by ISD 709 policy regarding background checks.
4. **Reimbursement.** In consideration of the performance of Duluth Y of its obligations pursuant to this Agreement, District hereby agrees to reimburse Duluth Y for its services and expenses in performing said obligations as follows:

Direct expenses of Salaries and Benefits as well as pre-approved supplies, educational materials, and other Out-of-School-Time (OST) items needed to execute the program purchased by the Duluth Y for the K.E.Y. Zone programs will be invoiced to the District on a monthly basis. These invoices will also include a 10% administrative fee. The administrative fee of 10% will be based on the expenses submitted in each invoice. Total invoices shall not

exceed projected budget. Either party can request a budget adjustment with 30 days written notice if revenue increases for all sites listed. The Duluth Y will maintain detailed records of all expenditures for review by the District at their request. The Director of Community Education will review and sign off on all invoices prior to reimbursement.

Addendum 2 - Projected budget.

At the end of the fiscal year for the District – June 30, 2017 the total revenue and direct program costs will be audited and provided to Duluth Y. Duluth Y will receive 50% of the remaining amount less the previously paid 10% overhead charge from the District. Duluth Y 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. Invoices will be submitted to the district on a monthly basis.
 - b. Payment shall be made by the District within 30 days of submission of a proper invoice by the Duluth Y;
 - c. Final payment after programs are audited will occur no later than September 15, 2017.
 - d. 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 the Duluth Y for any expense claimed by Duluth Y 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 Duluth Y. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Duluth Y 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 Duluth Y has provided, prepared, or utilized in performance of the terms of this Agreement. The Duluth Y will have the same rights as stated above.

8. **Independent Contractor.** Duluth Y shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Duluth Y'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. **Notices.** All notices to be given by Duluth Y to District shall be deemed to have been given by depositing the same in writing in the United States Mail or hand delivered, care of Jay Roesler, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Duluth Y shall be deemed to have been given by depositing the same in writing in the United States Mail or hand delivered to Tracie Clanaugh, Duluth YMCA, 302 W. 1st Street, Duluth, MN 55802.

10. **Assignment.** Neither party shall 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 other party.

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

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

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

14. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (60) days written notice to the other party as provided for in this Agreement.

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

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

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

Workers' Compensation Insurance: Duluth Y must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Duluth Y 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: Duluth Y 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 Duluth Y whether the operations are by the Duluth Y or subcontractor or by anyone directly or indirectly employed under the contract.

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

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

Chair



Title

Clerk

President / CEO

Title

Program Director

41-0693931

Taxpayer Identification Number

Director of Business Service

Key Zone Staffing design

Program Co-Directors: The Directors oversee all aspects of program implementation, staffing, evaluation and communication between all sites and program partners. This position oversees program and evaluation databases, participant attendance and activity records, tracks reimbursements, in-kind expenses, volunteer time, and records minutes from all meetings. The Project Director supervises the Site Coordinators and participates in performance reviews for all Key Zone staff.

Site Coordinators: Each of the ten sites has a full time program coordinator who will oversee implementation for their community/school partnership. Site coordinators are responsible for the fidelity of the program model and integrity of the interventions. Site Coordinators implement program strategies/activities, ensure Key Zone staff work in close collaboration with school staff, engage parents, oversee volunteer recruitment and training, weekly site based team meetings, and mobilize community resources in support of program goals. Site coordinators recruit, supervise and review performance for all staff including Family Liaisons, AmeriCorps Members and OST staff and instructors.

Family Liaisons: (At 21st CCLC sites only) Each 21st CCLC site will have a full time Family Liaisons supported through 21st CCLC who will “check and connect” the school day with OST programs and involve families in special activities and events. Liaisons facilitate communication between students/parents/school, develop and implement Individualized Learning Plans for each student, advocate for students and parents, facilitate parent involvement and provide leadership and direction to 21st CCLC staff and volunteers, addressing academic and social enrichment needs of the students. Liaisons develop academic enrichment and tutoring materials and assist in the planning and implementation of monthly family events.

AmeriCorps Members: Sites will have AmeriCorps Members providing various levels of OST support from four AmeriCorps programs as part of the Serve Minnesota pilot project. They provide direct service (tutoring/mentoring) or recruit, train, and oversee volunteers. They support the Family Liaisons to connect the school day with the OST time. Members spend much of their time in the classroom during the school day supporting classroom teachers.

Youth Specialists/Club Instructors: Each site has instructors who teach during the Enrichment Clubs. Liaisons work with all community –based instructors to design appropriate lesson plans and oversee implementation and outcomes. Staff who instruct receive training in child development instructional strategies, building safety, interventions and implementation methods. The number of instructors needed per site depends on the number of children enrolled with a goal of a 1:10 staff; student ratio.

Volunteers: Trained volunteers will serve as program assistants. Each site will have on-going volunteers who provide mentoring and tutoring, group support and are involved in the planning and implementation of special projects and activities based on their interest and expertise. All volunteers undergo a background check and meet with participants in public spaces.

Student-to-staff ratios: 10 to 1 ratio in all activities not including volunteers.

Report Date: 7/1/2016
 Object Description Fund KeyZone
FY2017 Budget

Fees from Patrons		1,186,000.00
Summer Learning Loss/Revenue Share		26,000.00
21st Century Grant		58,512.00
	Total Revenues	1,270,512.00

04-570-xxx-321-272- Expenses		
LIC SAL-HRLY, CLASSRM SUPPORT	114302	-
NON-LIC SAL, INSTR SUPPORT	114400	32,004.00
NONINSTR SUPPORT SALARY	117000	145,041.00
CLASSIFIED SUPPORT, HRLY SALARY	117002	61,500.00
STIPEND SALARY-LICENSED/CERT	118500	2,500.00
OVERTIME, SHIFT DIFFERENTIAL	118501	100.00
CERT TCHR SUMMER SCHOOL	118502	10,500.00
OVERTIME, SHIFT DIFFERENTIAL	118601	-
SEVERANCE PAY	119100	4,100.00
	Subtotal	255,745.00

FICA/MEDICARE	121000	19,744.00
PERA	121400	19,548.00
CERTIFIED STAFF RETIREMENT	121800	788.00
HEALTH INSURANCE PRIMARY	122000	70,536.00
LIFE INSURANCE	123000	693.00
DENTAL INSURANCE	123500	1,855.00
LONG TERM DISABILITY INSURANCE	124000	506.00
HRA HLTH REIMB ARRANGEMENT	125100	17,642.00
WORKERS COMPENSATION	127000	1,793.00
UNEMPLOYMENT COMPENSATION	128000	712.00
OTHER EMPLOYEE BENEFITS	129900	-
	Subtotal	133,817.00

OTHER CONTRACTED SERVICES	130500	800,000.00
COMMUNIC SVCS-PHONE, I-NET	132000	-
TRANSPORTATION CHRGBACKS	136500	13,100.00
AIRFARE	136600	600.00
MILEAGE	136601	750.00
REGISTR/LODGING/MEALS	136602	550.00
ENTRY FEES/STUDENT TRAVEL	136900	1,750.00
RENTALS & LEASES-EQUIPMENT	137000	-
FEES-TUIT, ADMISSION, STUDENT	139400	3,000.00
PRINTING CHARGEBACK	139802	400.00
GENERAL SUPPLIES	140101	1,000.00
CLASSROOM SUPPLIES	143000	34,800.00
FOOD	149001	25,000.00
TECHNOLOGY EQUIPMENT	155500	-
MISC-TO BE REALLOCATED	189900	-
	Subtotal	880,950.00

Expense Totals		1,270,512.00
Net Profit/(Loss)		-

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and The Duluth Area Family YMCA, hereinafter called Duluth Y.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby the Duluth Y will provide 21st Century Community Learning Center programs or services in partnership with 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, 2016, and shall remain in effect until June 30, 2017 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Duluth Y and District shall provide staff and supplies, as agreed upon by both parties, at each site to support the before and after school programs – K.E.Y. Zone – and its functions at the following sites:

Lowell Elementary School
 Laura MacArthur Elementary School
 Stowe Elementary School
 Piedmont Elementary School
 Lincoln Park Middle School

Activities will support the goals of the 21st CCLC Project:

- Goal 1: Increase participants' opportunities to develop and apply 21st Century skills.**
Objective 1: Provide a coordinated and integrated set of comprehensive services that build communication, collaboration, and creativity in children and youth at risk for academic failure.
- Goal 2: Increase school and community connectedness of participants.**
Objective 1: Participants participate in three meaningful community or school-based Service Learning projects.
- Goal 3: Increase the academic performance of participants at-risk of academic failure.**
Objective 1: Increase family engagement/participation.

Duluth Y and District program site coordinators have their own cards for purchasing. Staff abides by respective organizations purchasing policies.

Addendum 1 - Staffing Design model
 Addendum 2 - Staffing Allocations

3. **Transportation.** Transportation of students will be provided by the District when available as requested by Site Coordinators and Program Directors. District will invoice the Y at the current rate.

4. **Background Check.** Duluth Y must provide an executed criminal history and background check on all of its employees assigned to the program. Duluth Y is precluded from performance of contract until the results of the criminal background check(s) are on file. The Duluth Y abides by ISD 709 policy regarding background checks.

5. **Reimbursement.** In consideration of the performance of the District of its obligations pursuant to this Agreement, Duluth Y hereby agrees to reimburse the District for its services and expenses in performing said obligations as follows:

Direct expenses of Salaries and Benefits as well as pre-approved office and instructional supplies, postage, printing and other Out-of-School-Time (OST) items needed to execute the program purchased by the District for the 21st Century/K.E.Y. Zone programs will be invoiced to the Duluth Y on a monthly basis. Total invoices shall not exceed projected budget. Either party can request a budget adjustment with 30 days written notice if revenue increases for all sites listed. The Duluth Y will maintain detailed records of all expenditures for review by the District at their request. The YMCA OST Director will review and sign off on all invoices prior to reimbursement.

Addendum 3 - Projected budgets

6. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Invoices will be submitted to the Y on a bi-month basis.
- b. Payment shall be made by the Duluth Y within 45 days of submission of a proper invoice by the District;
- c. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

7. **Propriety of Expenses.** The fact that the Duluth Y has reimbursed the District for any expense claimed by District shall not preclude Duluth Y from questioning the propriety of any such item. Duluth Y 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 District. This clause shall not be construed to bar any other legal remedies Duluth Y may have to recover funds expended by District for disallowed costs.

8. **Ownership of Materials.** The Duluth Y 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 District has provided, prepared, or utilized in performance of the terms of this Agreement. The District will have the same rights as stated above.

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

10. **Notices.** All notices to be given by District to Duluth Y shall be deemed to have been given by depositing the same in writing in the United States Mail or hand delivered, care

of Chris Francis 302 West First Street, Duluth MN 55802. All notices to be given by Duluth Y to District shall be deemed to have been given by depositing the same in writing in the United States Mail or hand delivered to Jay Roesler 215 N. 1st Avenue East, Duluth MN 55802.

11. **Assignment.** Neither party shall 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 other party.
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 (60) days written notice to the other party as provided for in this Agreement.
16. **Data Practices.** Duluth Y 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.** District shall not commence work under the contract until they have obtained all the insurance described below and Duluth Y has approved such insurance. District shall maintain such insurance in force and effect throughout the term of the contract.

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

Workers' Compensation Insurance: District must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, District 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: District 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 District whether the operations are by the District or subcontractor or by anyone directly or indirectly employed under the contract.

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

Duluth Area Family YMCA

CONTRACTOR

Chair

Chris Farni

CEO/President

Title

President / CEO

Title

District Authorized Personnel

41-0693931

Taxpayer Identification Number

Director of Business Services

Key Zone Staffing design

Program Co-Directors: The Directors oversee all aspects of program implementation, staffing, evaluation and communication between all sites and program partners. This position oversees program and evaluation databases, participant attendance and activity records, tracks reimbursements, in-kind expenses, volunteer time, and records minutes from all meetings. The Project Director supervises the Site Coordinators and participates in performance reviews for all Key Zone staff.

Site Coordinators: Each of the ten sites has a full time program coordinator who will oversee implementation for their community/school partnership. Site coordinators are responsible for the fidelity of the program model and integrity of the interventions. Site Coordinators implement program strategies/activities, ensure Key Zone staff work in close collaboration with school staff, engage parents, oversee volunteer recruitment and training, weekly site based team meetings, and mobilize community resources in support of program goals. Site coordinators recruit, supervise and review performance for all staff including Family Liaisons, AmeriCorps Members and OST staff and instructors.

Family Liaisons: (At 21st CCLC sites only) Each 21st CCLC site will have a full time Family Liaisons supported through 21st CCLC who will “check and connect” the school day with OST programs and involve families in special activities and events. Liaisons facilitate communication between students/parents/school, develop and implement Individualized Learning Plans for each student, advocate for students and parents, facilitate parent involvement and provide leadership and direction to 21st CCLC staff and volunteers, addressing academic and social enrichment needs of the students. Liaisons develop academic enrichment and tutoring materials and assist in the planning and implementation of monthly family events.

AmeriCorps Members: Sites will have AmeriCorps Members providing various levels of OST support from four AmeriCorps programs as part of the Serve Minnesota pilot project. They provide direct service (tutoring/mentoring) or recruit, train, and oversee volunteers. They support the Family Liaisons to connect the school day with the OST time. Members spend much of their time in the classroom during the school day supporting classroom teachers.

Youth Specialists/Club Instructors: Each site has instructors who teach during the Enrichment Clubs. Liaisons work with all community –based instructors to design appropriate lesson plans and oversee implementation and outcomes. Staff who instruct receive training in child development instructional strategies, building safety, interventions and implementation methods. The number of instructors needed per site depends on the number of children enrolled with a goal of a 1:10 staff; student ratio.

Volunteers: Trained volunteers will serve as program assistants. Each site will have on-going volunteers who provide mentoring and tutoring, group support and are involved in the planning and implementation of special projects and activities based on their interest and expertise. All volunteers undergo a background check and meet with participants in public spaces.

Student-to-staff ratios: 10 to 1 ratio in all activities not including volunteers.

**Positions paid for by YMCA Grants
(21st Century Community Learning Center or Y of USA Achievement Gap)**

Project Director: 50% of co-director
40% of Training and Evaluation Director

Stowe: 100% of FT Site Coordinator/Family Liaison
Billed to YMCA from district

MacArthur: 50% of FT Site Coordinator
100% of FT Family Liaison
Billed to YMCA from district

Piedmont: 50% of FT Site Coordinator
100% of FT Family Liaison (on Y payroll)

Lincoln: 100% of the FT Site Coordinator/Family Liaison (one position on Y payroll)

Myers-Wilkins: 50% of FT Site Coordinator
100% of FT Family Liaison (contract between Y and Myers Wilkins Collaborative)

Lowell: 100% of FT Family Liaison (on Y payroll)

Lowell Youth Specialists
4 staff X 9.00/hour X 18 hours X 32 weeks (on Y payroll)

Piedmont Youth Specialists
3 staff X 9.00/hour X 18 hours X 32 weeks (on Y payroll)

MacArthur Youth Specialists
2 staff X 9.00/hour X 18 hours X 32 weeks (on Y payroll)

Stowe Youth Specialists
2 staff X 9.00/hour X 18 hours X 32 weeks (on Y payroll)

21st Century Club Instructors

Lincoln Park Middle School \$5,000. (district staff or community members can be contracted or district can be reimbursed)

Other 21st Century Sites \$10,000. (district staff or community members can be contracted or district can be reimbursed)

Community Guest Resource Specialists

All 21st Century Sites \$1800. (contracted or organizations bill the Y)

CONTRACT SERVICE FEES: 01-30-69-2440-300601

Budget Status: Open
 Account Budget Status: Review

Annual Amount: \$ 36,429.00 (Original Budget) + \$ 0.00 (Adjustment) = \$ 36,429.00

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
\$ 3,035.77	\$ 3,035.77	\$ 3,035.77	\$ 3,035.77	\$ 3,035.75	\$ 3,035.75	\$ 3,035.75	\$ 3,035.75	\$ 3,035.73	\$ 3,035.73	\$ 3,035.73	\$ 3,035.73
Comment											Date Entered
Commenter											

Site Coordinator/Family Liaison - Stowe

Annual Amount: \$ 29,990.00

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
\$ 2,499.17	\$ 2,499.17	\$ 2,499.17	\$ 2,499.17	\$ 2,499.17	\$ 2,499.17	\$ 2,499.17	\$ 2,499.17	\$ 2,499.16	\$ 2,499.16	\$ 2,499.16	\$ 2,499.16
Name: Site Coordinator/Family Liaison - Stowe											Cost Per Item: \$ 29,990.00
Number: 1											Date Entered
Comment											Commenter

Fringe Benefits Site Coord/Family Liaison Stowe

Annual Amount: \$ 4,339.00

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
\$ 361.59	\$ 361.59	\$ 361.59	\$ 361.59	\$ 361.58	\$ 361.58	\$ 361.58	\$ 361.58	\$ 361.58	\$ 361.58	\$ 361.58	\$ 361.58
Name: Fringe Benefits Site Coord/Family Liaison Stowe											Cost Per Item: \$ 4,339.00
Number: 1											Date Entered
Comment											Commenter

Printing - Stowe

Annual Amount: \$ 300.00

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
Name: Printing - Stowe											Cost Per Item: \$ 300.00
Number: 1											Date Entered
Comment											Commenter

<u>Comment</u>		<u>Commenter</u>		<u>Date Entered</u>	
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Postage - Stowe											
Annual Amount:										\$ 100.00	
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
\$ 8.34	\$ 8.34	\$ 8.34	\$ 8.34	\$ 8.33	\$ 8.33	\$ 8.33	\$ 8.33	\$ 8.33	\$ 8.33	\$ 8.33	\$ 8.33

Name	Number	Cost Per Item
Postage - Stowe	1	\$ 100.00
<u>Comment</u>		<u>Date Entered</u>

General Office Supplies - Stowe											
Annual Amount:										\$ 200.00	
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
\$ 16.67	\$ 16.67	\$ 16.67	\$ 16.67	\$ 16.67	\$ 16.67	\$ 16.67	\$ 16.67	\$ 16.66	\$ 16.66	\$ 16.66	\$ 16.66

Name	Number	Cost Per Item
General Office Supplies - Stowe	1	\$ 200.00
<u>Comment</u>		<u>Date Entered</u>

Instructional materials											
Annual Amount:										\$ 1,350.00	
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
\$ 112.50	\$ 112.50	\$ 112.50	\$ 112.50	\$ 112.50	\$ 112.50	\$ 112.50	\$ 112.50	\$ 112.50	\$ 112.50	\$ 112.50	\$ 112.50

Name	Number	Cost Per Item
Instructional materials	1	\$ 1,350.00
<u>Comment</u>		<u>Date Entered</u>

Conferences

Annual Amount:												\$ 150.00
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	
\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50

Name
Conferences

Number
1

Cost Per Item
\$ 150.00

Comment	Commenter	Date Entered

CONTRACT SERVICE FEES: 01-30-67-2440-300601

Budget Status: Open
 Account Budget Status: Review

Annual Amount: \$ 21,789.00 (Original Budget) + \$ 0.00 (Adjustment) = \$ 21,789.00

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
\$ 1,815.77	\$ 1,815.77	\$ 1,815.77	\$ 1,815.77	\$ 1,815.75	\$ 1,815.75	\$ 1,815.75	\$ 1,815.75	\$ 1,815.73	\$ 1,815.73	\$ 1,815.73	\$ 1,815.73
Comment											Date Entered
Commenter											

Site Coordinator - McArthur

Annual Amount: \$ 15,500.00

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
\$ 1,291.67	\$ 1,291.67	\$ 1,291.67	\$ 1,291.67	\$ 1,291.67	\$ 1,291.67	\$ 1,291.67	\$ 1,291.67	\$ 1,291.66	\$ 1,291.66	\$ 1,291.66	\$ 1,291.66
Name: Site Coordinator - McArthur											Cost Per Item
											\$ 15,500.00
Comment											Date Entered
Commenter											

Site Coordinator Fringe - McArthur

Annual Amount: \$ 4,339.00

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
\$ 361.59	\$ 361.59	\$ 361.59	\$ 361.59	\$ 361.58	\$ 361.58	\$ 361.58	\$ 361.58	\$ 361.58	\$ 361.58	\$ 361.58	\$ 361.58
Name: Site Coordinator Fringe - McArthur											Cost Per Item
											\$ 4,339.00
Comment											Date Entered
Commenter											

McArthur - Printing

Annual Amount: \$ 150.00

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50
Name: McArthur - Printing											Cost Per Item
											\$ 150.00
Comment											Date Entered
Commenter											

<u>Comment</u>		<u>Commenter</u>		<u>Date Entered</u>	
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Postage - McArthur											
Annual Amount:											\$ 100.00
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
\$ 8.34	\$ 8.34	\$ 8.34	\$ 8.34	\$ 8.33	\$ 8.33	\$ 8.33	\$ 8.33	\$ 8.33	\$ 8.33	\$ 8.33	\$ 8.33
Name Postage - McArthur											Cost Per Item \$ 100.00
Number 1											Date Entered
<u>Comment</u>		<u>Commenter</u>		<u>Date Entered</u>							

General Office Supplies - McArthur											
Annual Amount:											\$ 200.00
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
\$ 16.67	\$ 16.67	\$ 16.67	\$ 16.67	\$ 16.67	\$ 16.67	\$ 16.67	\$ 16.67	\$ 16.66	\$ 16.66	\$ 16.66	\$ 16.66
Name General Office Supplies - McArthur											Cost Per Item \$ 200.00
Number 1											Date Entered
<u>Comment</u>		<u>Commenter</u>		<u>Date Entered</u>							

Instructional Supplies - MacArthur											
Annual Amount:											\$ 1,350.00
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
\$ 112.50	\$ 112.50	\$ 112.50	\$ 112.50	\$ 112.50	\$ 112.50	\$ 112.50	\$ 112.50	\$ 112.50	\$ 112.50	\$ 112.50	\$ 112.50
Name Instructional Supplies - MacArthur											Cost Per Item \$ 1,350.00
Number 1											Date Entered
<u>Comment</u>		<u>Commenter</u>		<u>Date Entered</u>							

Conferences

Annual Amount:												\$ 150.00
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	
\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50

Name
Conferences

Number
1

Cost Per Item
\$ 150.00


Comment

Commenter

Date Entered

Memorandum

To: Bill Hanson
School Board Members

From: Kerry M. Leider 

Date: August 8, 2016

Re: Bid #1245 – Myers-Wilkins Elementary School Window Replacement and Masonry Restoration – Change Order #6

Bid #1245,– Myers-Wilkins Elementary School Window Replacement and Masonry Restoration was approved at the School Board Meeting on March 22, 2015 with a base bid of \$844,000.00.

Change Order #1 to this bid is for window demolition adding cost associated with lead based paint present, and additional masonry void filling for total add of \$55,524.00.

Recommendation:

It is recommended the School Board approve the change order as listed above pertaining to *Bid #1245*– Myers-Wilkins Elementary School Window Replacement and Masonry Restoration adding \$55,524.00 to the previously awarded base bid and change orders for a new contract total of \$899,524.00.

Attachment

AIA[®] Document G701[™] – 2001

Change Order

PROJECT <i>(Name and address):</i> Window Replacement & Masonry Restoration at Myers-Wilkins Elementary School 1027 North 8th Ave East Duluth, MN	CHANGE ORDER NUMBER: 001 DATE: July 28, 2016	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR <i>(Name and address):</i> TL Construction 10196 Birch Road Floodwood, MN 55736	ARCHITECT'S PROJECT NUMBER: 213686 CONTRACT DATE: March 15, 2016 CONTRACT FOR: Window Replacement & Masonry Restoration	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

1. Per CCD 1 for lead training and testing: Add \$3,573.57
2. Per CCD 2 for window demolition and for additional voids infilled with mortar: Add \$54,224.00

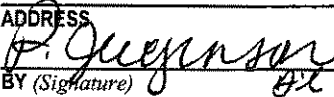
TOTAL for this Change Order 1 = Add \$57,797.57

The original Contract Sum was	\$ 844,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 844,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 57,797.57
The new Contract Sum including this Change Order will be	\$ 901,797.57

The Contract Time will be unchanged by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>Inspec, Inc.</u> ARCHITECT <i>(Firm name)</i>	<u>TL Construction</u> CONTRACTOR <i>(Firm name)</i>	<u>Duluth Public Schools</u> OWNER <i>(Firm name)</i>
5801 Duluth Street Golden Valley, MN 55422	10196 Birch Road Floodwood, MN 55736	Independent School District 709 215 North First Avenue East Duluth, MN 55802
ADDRESS	ADDRESS	ADDRESS
 BY <i>(Signature)</i>	 BY <i>(Signature)</i>	 BY <i>(Signature)</i>
<u>Pam Jergenson</u> <i>(Typed name)</i>	 <i>(Typed name)</i>	 <i>(Typed name)</i>
<u>7/28/16</u> DATE	 DATE	 DATE

AIA[®] Document G714[™] – 2007

Construction Change Directive

PROJECT: <i>(Name and address)</i> Window Replacement and Masonry Restoration at Myers-Wilkins Elementary School 1027 North Eighth Avenue East Duluth, MN	DIRECTIVE NUMBER: 001 DATE: July 12, 2016	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONSULTANT: <input type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR: <i>(Name and address)</i> TL Construction 10196 Birch Road Floodwood, MN 55736	CONTRACT FOR: General Construction CONTRACT DATED: March 15, 2016 ARCHITECT'S PROJECT NUMBER: 213686.2	

You are hereby directed to make the following change(s) in this Contract:
(Describe briefly any proposed changes or list any attached information in the alternative)

Contractor training and certification for lead renovation, and coordinate and attend test window demolition. Conduct one test window demolition with a lead-based paint renovation certified subcontractor. The owner, owner's hazardous materials consultant, and Inspec in attendance to discuss the remaining window demolition based upon results. Cost breakdown attached.

PROPOSED ADJUSTMENTS

- The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
 - Lump Sum increase of \$3,573.57
 - Unit Price of \$ _____ per _____
 - As provided in Section 7.3.3 of AIA Document A201-2007
 - As follows:
- The Contract Time is proposed to remain unchanged. The proposed adjustment, if any, is an increase of 0 days.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

Inspec, Inc.
ARCHITECT *(Firm name)*
5801 Duluth Street
Golden Valley, MN 55422
ADDRESS

Pamela Jergenson
BY *(Signature)*
Pamela Jergenson, CCS,CCCA
(Typed name)
July 12, 2016
DATE

Duluth Public Schools
OWNER *(Firm name)*
Independent School District #709
215 North First Avenue East
Duluth, MN 55802
ADDRESS

Anne Harala
BY *(Signature)*
Anne Harala
(Typed name)
DATE

TL Construction
CONTRACTOR *(Firm name)*
TL Construction
10196 Birch Road
Floodwood, MN 55736
ADDRESS

Rob DeFore
BY *(Signature)*
Robert DeFore
(Typed name)
7/15/2016
DATE

From: Robert DeFore <tlconstruction@frontier.com>
Sent: Monday, July 11, 2016 3:47 AM
To: Pam Jergenson
Subject: Cost of Test Window and Renovator Training
Attachments: DOC071116-002.pdf

Cost of Lead Renovator Training	\$195.00
EPA Register	300.00
Time 8hrs @70.00/hr	560.00

Test window	
Rob DeFore 6 hrs@ 70.00	420.00
Brock Swenson 6 hrs@70.00	420.00
Abatek(Attached bill)	1290.00

TL O & P	318.50
Bond Cost	70.07

Total Cost \$ 3,573.57



1810 E. 3rd Avenue • Hibbing, MN 55746

INVOICE
JUNE 21, 2016

To:
T L CONSTRUCTION

Property:
MYERS WILKINS SCHOOL
DULUTH MN

TEST REMOVAL OF 1 WINDOW USING LEAD SAFE WORK PRACTICES

T & M RATES 80.00 PER MAN HOURS

JULY 5TH 13 HOURS @ 80.00 = 1040.00

MOBLIZATION CHARGE 250.00

Please remit payments to- PO Box 362 Hibbing MN 55476

AMOUNT DUE 1290.00
 DUE UPON RECIEPT

ANY QUESTIONS PLEASE CALL 929-2900

Thank you for the opportunity to bid this project

Matthew Cuffe

AIA[®] Document G714[™] – 2007

Construction Change Directive

PROJECT: <i>(Name and address)</i> Window Replacement and Masonry Restoration at Myers-Wilkins Elementary School 1027 North Eighth Avenue East Duluth, MN	DIRECTIVE NUMBER: 002 DATE: July 15, 2016	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONSULTANT: <input type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR: <i>(Name and address)</i> TL Construction 10196 Birch Road Floodwood, MN 55736	CONTRACT FOR: General Construction CONTRACT DATED: March 15, 2016 ARCHITECT'S PROJECT NUMBER: 213686.2	

You are hereby directed to make the following change(s) in this Contract:
(Describe briefly any proposed changes or list any attached information in the alternative)

Masonry restoration subcontractor filled voids in mortar. more than typical. \$ 1,300.00
 Contractor demolition deduct less demolition of one window prior to construction start and demolition of windows
 from the 1982 and 1993 Additions. Demolition of windows from the original building with a lead-based paint
 renovation subcontractor and additional ceiling tile replacement due to containment for an allowance of \$1,500.
 Cost break down attached \$54,224.00

PROPOSED ADJUSTMENTS

- The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
 - Lump Sum increase of \$ 54,224
 - Unit Price of \$ per
 - As provided in Section 7.3.3 of AIA Document A201-1997
 - As follows:
- The Contract Time is proposed to remain unchanged. The proposed adjustment, if any, is an increase of 0 days.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

Inspec, Inc.
ARCHITECT *(Firm name)*
5801 Duluth Street
Minneapolis, MN 55422

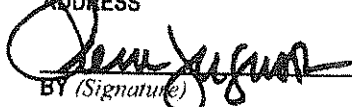
Duluth Public Schools
OWNER *(Firm name)*
Independent School District 709
215 North First Avenue East
Duluth, MN 55422

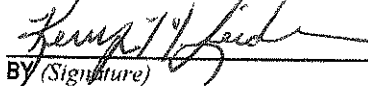
TL Construction
CONTRACTOR *(Firm name)*
10196 Birch Road
Floodwood, MN 55736

ADDRESS

ADDRESS

ADDRESS


BY *(Signature)*


BY *(Signature)*

Rob DeFore
BY *(Signature)*

Pamela Jergenson, CCS, CCA
(Typed name)

KERRY M. LEIFER
(Typed name)

Rob DeFore
(Typed name)

7/15/2016
DATE

7/27/2016
DATE

7/27/2016
DATE

RE: TL Construction Containment Price Myers-Wilkins School

Total Demolition of windows from SOV	\$ 22,500.00
TL still demoing 20.3% of windows	4,567.00
Misc. Demo by TL on Lead contained windows	3,000.00
 Total Deduct	 \$14,933.00
 Total Price from Abatetek	 \$62,000.00
For additional ceiling tile	1,500.00
Total Deduct	14,933.00
 Subtotal	 \$48,567.00
TL Construction O & P	4,856.00
Bond @ 1.5%	801.00
 Total Cost	 \$54,224.00

Submitted by,
Rob DeFore
TL Construction, Inc.

PROPOSAL
JULY 10, 2016



TO:
TL CONSTRUCTION

Project Property:
MYERS-WILKINS SCHOOL
1027 N 8TH AVE E
DULUTH MN

We propose to abate as specified, per all local, Federal and State regulations.

The proposal does include the proper disposal of such materials in a licensed landfill, labor, notification to the State of Minnesota if applicable and materials.

SCOPE OF WORK- WINDOWS- LEAD SAFE - CERTIFIED LEAD RENOVATOR

REMOVAL OF APPROX 121 WINDOWS FROM BUILDING

STABILIZATION OF LEAD PAINT ON OLD WINDOW JAMBS- USING SAFE ENCASMENTS PRIMER (APPROX 121 WHICH ARE BEHIND WINDOW FRAMES)

SETUP INSIDE CONTAINMENT AREAS AND REMOVE WINDOWS FROM THE EXTERIOR

21 Window lintels (P.J.)

TO WIRE BRUSH ~~12 WINDOW SILLS~~ AS IDENTIFIED BY TL

TO PROVIDE EQUIPMENT FOR SECOND AND THIRD STORY WINDOW REMOVAL

TOTAL 62000.00

Quote is good for 30 days

Balance due upon completion.

If this is acceptable please sign and date below and return a copy to our office either by fax (218) 262 1273 or email Matt@Abatetek.com

X

Accepted By

Date

PO BOX 362 , Hibbing, MN 55746 · Tel: (218) 262-1196 · Fax: (218) 262-1273
<http://www.AbateTek.com> · Matt@AbateTek.com

**WASHINGTON CENTER LEASE AGREEMENT
BETWEEN THE CITY OF DULUTH
AND
INDEPENDENT SCHOOL DISTRICT NO. 709**

THIS AGREEMENT is entered into by and between the CITY OF DULUTH, a municipal corporation created and existing under the laws of the State of Minnesota (“City”), and INDEPENDENT SCHOOL DISTRICT NO. 709, a Minnesota public corporation (“ISD 709”).

WHEREAS, the City owns the Washington Recreation Washington Center, together with the adjoining real estate, various fixtures, and personal property contained therein, located at 310 North First Avenue West, Duluth, Minnesota 55805 (“Washington Center”); and

WHEREAS, ISD 709 is a public corporation duly organized and existing under the laws of the State of Minnesota; and

WHEREAS, ISD 709’s Mission (“Mission”) is to provide information and support for parents and their young children from birth through three (3) years of age through educational programs; and

WHEREAS, ISD 709 desires to lease office space at Washington Center for the advancement of its Mission and related services to the community at-large (“Services”).

WHEREAS, the City desires to lease to ISD 709 portions of the Washington Center as described herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, both parties agree as follows:

I. LEASED SPACE

A. The terms “Exclusive Space” and “Non-Exclusive Space” (defined hereinafter) shall collectively be referred to as the “Leased Premises.”

1. ISD 709 shall have exclusive use of the following rooms of the Washington Center (the “Exclusive Space”):

Program	Room	Square Footage
Early Childhood Family Education (“ECFE”)	110	840
Duluth Head Start	112	830
ECFE	114	800
ECFE	116	810
Total		3,280

The Exclusive Space is depicted on the attached Exhibit A and incorporated herein.

2. ISD may also have non-exclusive use of the common areas of the Washington Center, defined as the hallways, restrooms, gymnasium, and conference rooms (the “Non-Exclusive Space”).

B. ISD is taking the Leased Premises, Washington Center, adjoining real estate, and equipment on and inside Washington Center and Leased Premises “as is” in its present physical condition. The City makes no warranty, either express or implied, that the Leased Premises, Washington Center, adjoining real estate, and equipment on and inside Washington Center and Leased Premises are suitable for any purpose.

C. ISD 709 may only use Leased Premises for its Services.

D. ISD 709 must obtain prior written approval from the City’s Manager of Parks and Recreation (“Manager”), or his/her designee, for each use of Leased Premises conference rooms. Use of the conference rooms must be scheduled and approved by the Parks and Recreation staff member on duty at the Washington Center. Such use may not exceed fifty (75) hours per calendar year. Any use exceeding this limit must be approved in writing by the Manager

Use of the conference rooms is subject to availability, and ISD 709 is not guaranteed priority of its requests. Manager reserves the exclusive right to cancel and/or reschedule ISD 709’s use of Leased Premises conference rooms should an unforeseen scheduling conflict arise. All meetings and events held in the Leased Premises conference rooms must follow this criteria:

1. The meeting or event must be directly related to the ISD 709’s Services
2. At least one designated keyholder of ISD 709 (person who was directly assigned a key from the City’s Property & Facilities Manager, or his/her designee) must be present for the entire duration of the event or meeting occurring at Leased Premises.
3. ISD 709 shall follow all security measures, criteria, and protocol established by Manager, who may unilaterally change said security measures, criteria, and protocol during this Agreement.

E. ISD 709 acknowledges and agrees that except for the Exclusive Space, Washington Center is a public facility and ISD 709 will limit its program activities to its Exclusive Space and shall allow the public the use of the Non-Exclusive Space except when ISD 709 as reserved the Non-Exclusive Space for its exclusive use.

II. TERM OF AGREEMENT.

The term of this Agreement shall be three years. Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on September 1, 2016, and expire on August 31, 2019, unless terminated early as provided for herein.

III. RENT.

A. Exclusive Space.

Partial consideration by ISD 709 to City for this Agreement shall be the public benefit provided by ISD 709's Services. Therefore, the City agrees to a reduced lease fee from the City's current calculated lease market price of \$10.00 per square foot. ISD 709 shall pay One Thousand Ninety-three and 33/100ths Dollars (1,093.33) per month (3,280 sq. ft. at \$4.00/sq. ft., \$13,120.00 per year) for the first year of this agreement. Thereafter, rent shall increase three percent (3%) during each year of this Agreement. The reduced rental rate is specifically conditioned upon ISD 709's continuation of the Services throughout the term of this Agreement.

Full lease payments shall be due and payable on or before the first day of each calendar month. Payments shall be mailed or delivered to the City Treasurer, Room 105 City Hall, 411 West 1st Street, Duluth, Minnesota 55802. Lease proceeds shall be deposited in Fund 110-121-1222-4622 (General Fund, Public Administration, Facilities Management, Rent of Buildings).

B. Conference Rooms.

Use of conference rooms shall be without charge if requested in writing and in advance by ISD 709. ISD 709 shall complete the form supplied by the City and submit it to the Recreation staff member assigned to Washington Center. Use of a conference room is subject to availability. City reserves the exclusive right to reschedule ISD 709's use of the conference room should an unforeseen scheduling conflict arise. If ISD 709's conference room use becomes displaced by such scheduling conflict, then it shall be rescheduled by City.

C. Gymnasium.

For the use of the gymnasium, which is a portion of the Non-Exclusive Space, the rental fee will be \$15.00 per hour. Use of the gymnasium must be scheduled and approved by the Parks and Recreation staff member on duty at the Washington Center, which use is subject to availability. All rent for gymnasium use shall be deposited in Special League Fund 210-030-3190-4625-07.

IV. ISD 709'S DUTIES.

A. ISD 709 shall maintain the Leased Premises in a safe and clean manner at all times, including cleaning of interior windows of the Exclusive Space. ISD 709 shall remove and properly dispose of all litter and other waste into Washington Center trash and recycling containers designated and/or provided by Manager and/or City. ISD 709 agrees to comply with the City's recycling requirements established by the City's Energy Coordinator, which are subject to unilateral change by City during this Agreement.

B. ISD 709 shall keep and maintain the Leased Premises in good order, condition, and state of repair, normal wear and tear excepted.

C. ISD 709 shall be responsible for maintaining its own equipment in a safe, legal, and properly maintained manner at ISD 709's sole expense. ISD 709 shall prohibit the use of any unsafe, illegal, or deficient equipment on Leased Premises.

D. ISD 709 shall solely be responsible for any losses or damages caused by ISD 709, including its employees, agents, volunteers, or program participants, to the Leased Premises, Washington Center, or to any City equipment.

E. ISD 709 shall not make structural changes to the Leased Premises or Washington Center without written authorization from Manager and/or City with the exception of the installation of necessary telephone and internet service.

F. ISD 709 agrees and understands that the Leased Premises and Washington Center are a public facility and, accordingly, will limit its activities within the area to allow the general public the use of the Non-Exclusive Space, except when ISD 709 has reserved the conference room or gymnasium for its exclusive use per Sections I and III above.

G. ISD 709 is solely responsible for storage, theft, and/or vandalism of Exclusive Space and personal property, equipment, tools, and machinery.

H. ISD 709 will follow all established policies and procedures regarding safe and supervised Leased Premises usage and security, and will immediately report any concerns to the City.

I. ISD 709 shall maintain a current schedule of user or program fees and activities and provide a current copy of such items to the Parks and Recreation staff member on duty at the Washington Center.

J. ISD 709 agrees that during its programming and/or activities occurring in or on the Leased Premises, it shall provide adult supervision by a qualified representative of ISD 709 of its program participants.

V. CITY'S RESPONSIBILITIES.

A. The City shall post one outside building sign identifying ISD 709 as a building tenant. The design, wording, and payment for this panel shall be subject to the approval of the City's Property and Facilities Manager. The City shall also add ISD 709 to interior directories. ISD 709 shall be responsible for the installation and removal of any signage of the Exclusive Premises. The size, design, and wording of such interior signage shall be subject to City approval.

B. The City shall, at its expense, provide the following utilities and services: electric, natural gas, water, sewer, and garbage/recycling pick-up.

C. The City will provide the following light bulbs: 4'-0" and 8'-0" fluorescent tubes and all exterior light bulbs and will install (upon advance written request by ISD 709 to the Property and Facilities Manager) any bulbs that are not accessible by Lessee due to height location, including all exterior lighting.

VI. LIMITS OF USE.

ISD 709 shall only use Leased Premises for its Services.

VII. INDEPENDENT RELATIONSHIP.

It is agreed that nothing herein contained is intended or shall be construed in any manner as creating or establishing a relationship of co-partners between the parties hereto or of constituting ISD 709 as an agent, representative, or employee of the City for any purpose or in any manner whatsoever. The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement. ISD 709 shall not be considered an employee of the City, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of ISD 709 while so engaged and any and all claims whatsoever on behalf of ISD 709 arising out of employment or alleged employment, including without limitation, claims of discrimination against the City, or its officers, agents, contractors, or employees shall in no way be the responsibility of the City. ISD 709 and its officers and employees shall not be entitled to any compensation or rights or benefits of any hospital care, sick leave and vacation pay, Workers' Compensation, Unemployment Insurance, disability pay, or severance pay.

VIII. RECORDS RETENTION.

ISD 709 agrees to maintain all Leased Premises and Services records during this Agreement and for six (6) years after its termination or expiration.

IX. INSURANCE.

A. ISD 709 shall procure and maintain continuously in force a policy of insurance covering all of its activities on the Leased Premises. A Comprehensive General Liability Insurance policy shall be maintained in force by ISD 709 throughout the life of this agreement in an amount not less than One Million Five Hundred Thousand Dollars (\$1,500,000.00) for bodily injuries and in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for property damage or One Million Five Hundred Thousand Dollars (\$1,500,000.00) single limit coverage per occurrence. Such coverage shall include all ISD 709 activities occurring on or within the Leased Premises whether said activities are performed by employees or agents under contract to ISD 709. Such policy of insurance shall be approved by the City Attorney and shall contain a condition that it may not be cancelled without thirty (30) days' written notice to the City. The City shall be named as an additional insured on said policy of insurance required by this paragraph.

B. ISD 709 shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance.

C. ISD 709 shall provide to City Certificates of Insurance evidencing such coverage with 30-day notice of cancellation, non-renewal, or material change provisions included. The City does not represent or guarantee that these types or limits of coverage are adequate to protect the ISD 709's interests and liabilities.

D. The City reserves the right to require ISD 709 to increase the coverages set forth above and to provide evidence of such increased insurance to the extent that the liability limits as provided in Minn. Stat. § 466.04 are increased.

D. The City does not intend to waive any legal immunities, defenses, or liability limits that maybe available.

E. When using the "Accord" Certificate form cancellation provisions, the words "endeavor to" on- Line 2 must be deleted. As an additional insured under the contract, the City has contractual rights far exceeding that of a certificate holder. Therefore, additional named insured endorsement shall read as follows: "This policy insures the named Insured and the City of Duluth and will be primary and not contributory with City of Duluth coverage." The City of Duluth is an additional insured not subject to the "other insurance" condition or other policy terms which conflict with the agreement between the named insured and the City of Duluth.

F. The 2004 edition of ISO Additional Insured Endorsement CG 20 10 is not acceptable. If the CG 20 10 is used, then it must be a pre-2004 edition.

G. The City shall not be liable to ISD 709 for any injury or damage resulting from any defect in the construction or condition of the Leased Premises, nor for any damage that may result from the negligence of any other person whatsoever.

X. HOLD HARMLESS AND INDEMNIFICATION.

A. ISD 709 hereby agrees to indemnify, save harmless, and defend the City and its officers, agents, servants, and employees from and against any and all claims, suits, loss, judgments, costs, damage, and expenses asserted by any person by reason of injury to or death of any and all persons, including employees or agents of the City or ISD 709, and including any and all damages to property to whomsoever belonging, including property owned by, leased to, or in the care, custody, and control of ISD 709 arising out of, related to or associated with the use, management, maintenance or operation of the Leased Premises by ISD 709 or performance of its obligations under this Agreement.

B. ISD 709 will indemnify the City for any damage to any City property on the Leased Premises and Washington Center caused by ISD 709, its agents, volunteers, employees, and invitees.

XI. GOVERNMENT DATA PRACTICES.

ISD 709 shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the City under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by ISD 709 under this Agreement. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this clause by ISD 709. If ISD 709 receives a request to release the data referred to in this clause, ISD 709 must immediately notify the City and consult with the City as to how ISD 709 should respond to the request. ISD 709 agrees to hold the City, its officers, and employees harmless from any claims resulting from the ISD 709's unlawful disclosure or use of data protected under state and federal laws.

XII. INCIDENT REPORTS.

ISD 709 shall promptly notify the Manager in writing of any incident of injury or loss or damage to the property of City or any ISD 709's participants or invitees occurring on or within Washington Center and Leased Premises during this Agreement. Such written report shall be in a form acceptable to the City's Claims Investigator and Adjuster. A copy of the City's form of Incident Report is attached hereto and incorporated by reference into this Agreement as Exhibit B.

XIII. COMPLIANCE WITH LAWS.

A. ISD 709 shall make its Services available to all users and shall not discriminate on the basis of race, color, creed, national origin, sexual orientation, disability, sex, religion, or status with regard to public assistance, and shall not violate any federal, state or local civil rights law, rule or regulation in the use of the Washington Center and/or Leased Premises.

B. ISD 709 shall comply with all Minnesota Workers' Compensation laws in the utilization of all employees employed on the Leased Premises.

C. ISD 709 shall procure at its sole expense all licenses and permits necessary for carrying out the provisions of this Agreement.

D. ISD 709's Services conducted on the Leased Premises shall be in compliance with the laws, rules, and regulations of the United States, State of Minnesota, St. Louis County, and the City of Duluth.

XIV. COMMUNICATIONS.

The parties agree that a full and complete exchange of information is necessary for a successful relationship, and each party agrees to communicate openly and regularly with the other with regard to any services or other activities contemplated under this Agreement.

XV. NOTICES.

Unless otherwise provided herein, notice to the City or ISD 709 shall be sufficient if sent by regular United States mail, postage prepaid, addressed to the parties at the addresses hereinafter set forth or to such other respective persons or addresses as the parties may designate to each other in writing from time to time.

City of Duluth
 Attn: Manager of Parks and Recreation
 411 W. First Street, Ground Floor
 Duluth, Minnesota 55806
 (218) 730-4300

ISD 709
 Attn: ECFE Director
 215 North 1st Avenue East
 Duluth, Minnesota 55802
 (218) 336-8700 X1021

XVI. CITY ACCESS.

1. ISD 709 shall permit the City and Manager, and their designees, to access and inspect the Leased Premises at any time. ISD 709 shall not change the locks or otherwise prohibit or inhibit City or Manager access to any portion of the Leased Premises.

2. City Properties and Facilities Management shall be exclusively responsible for the design and designation of keying systems, lock changes, key fabrication and key distribution.

ISD 709 shall comply with City's Key Control Policy, a copy of which shall be provided to ISD 709, and is subject to unilateral change by City during this Agreement.

3. ISD 709 shall not make copies of Leased Premises keys. All keys shall be promptly returned to the City's Property & Facilities Manager upon termination or expiration of this Agreement.

XVII. TAXES.

ISD 709 hereby agrees to pay all licenses, fees, taxes, and assessments of any kind whatsoever that arise because of, out of, or in the course of ISD 709's lease or operations of the Leased Premises, including real property and sales taxes, if applicable. It is further agreed that City may pay the same on behalf of ISD 709 and immediately collect the same from ISD 709, or reduce any amount owed to ISD 709 by City under this Agreement. ISD 709 shall further be obligated to collect and/or pay any sales and use taxes imposed by any governmental entity entitled to impose such taxes on or before the date they are due and to file all required reports and forms in proper form related thereto on or before their due date.

XVIII. SMOKING, TOBACCO, & ALCOHOL USE PROHIBITED.

No smoking, tobacco, or alcohol use is allowed on Leased Premises.

XIX. TERMINATION OR EXPIRATION OF AGREEMENT.

A. General Provisions. Upon termination or expiration of this Agreement, ISD 709 agrees to surrender possession of Leased Premises to City in as good condition and state of repair as said Leased Premises were in at the time ISD 709 took possession, acts of God excepted. All personal property remaining on Leased Premises upon termination or expiration of Agreement shall become exclusive property of City.

B. Without Cause. This Agreement may be terminated without cause by either party by serving at least thirty (30) days' written notice upon the other.

C. For Cause.

1. City may unilaterally terminate or suspend this Agreement immediately if City believes in good faith that the health, welfare or safety of Leased Premises occupants or neighbors would be placed in immediate jeopardy by the continuation ISD 709's operations.

2. City may terminate this Agreement immediately by serving written notice to ISD 709 if City determines ISD 709 has or is violating any term of this Agreement. City shall provide to ISD 709 written notice of such violation or default and shall allow ISD 709 thirty (30) days within which to cure or remedy any violations or defaults set forth therein. If such violation or default is not cured or remedied within thirty (30) days, then the City may terminate this

Agreement immediately by serving notice to ISD 709. In the event of default by ISD 709, City, in addition to other rights or remedies it may have, shall have the immediate right of reentry in the Leased Premises, and after five (5) days prior written notice to ISD 709, may remove all persons and property from the Leased Premises. All personal property remaining on Leased Premises shall become exclusive property of City.

3. Should City elect to reenter, this Agreement shall be deemed terminated; provided, however, that City shall be entitled as against ISD 709 to the measure of damages provided by law, namely the difference between the rent for the balance of the term of this Agreement following the day of reentry and the lease fee(s) City receives during that period from any subsequent tenant of the Leased Premises. City shall in such event have no obligation to relet the Leased Premises.

4. City may, in addition to any other remedy it may have, recover from ISD 709 all damages incurred by reason of the breach, including the cost of recovering the Leased Premises.

XX. ALTERATIONS AND IMPROVEMENTS.

A. ISD 709 may, at its sole cost and expense, make suitable improvements or alterations to the Leased Premises upon advance written approval from the City's Property and Facilities Manager. All such improvements (excluding appliances and equipment plugged into an electricity source) shall become the property of the City. Prior to commencing any improvements or alterations, ISD 709 shall submit to the City a Project Proposal Request along with detailed plans. A copy of the Project Proposal Request is attached to and incorporated by reference into this Agreement as Exhibit C. These documents shall be submitted to the City at least forty-five (45) days before the planned commencement of the work. No work may begin on any approved project until all necessary building permits are secured. All construction shall conform to state law and the Duluth City Codes.

B. ISD 709 agrees that not less than thirty (30) days prior to commencement of any construction, alteration or improvement on said Leased Premises, ISD 709 will provide the City with sufficient proof of required insurance, including worker's compensation. Such proof of insurance must be approved by the City Attorney before the commencement of any construction hereunder.

XXI. GENERAL PROVISIONS.

A. Prior to execution of this Agreement by the City, ISD 709 shall provide evidence that it is an entity legally capable of entering into obligations of a contract and it is a non-profit organization currently in good standing with the Minnesota Secretary of State.

B. The Leased Premises and Washington Center are a multi-use area requiring the cooperation of all users. This cooperation includes ingress and egress, amenities, and related improvements. ISD 709 acknowledges that Manager shall ultimately determine the appropriate use of the site and/or improvements and shall prevail in any disputes between user groups.

C. The rights of ISD 709 to occupy, use, and maintain said Leased Premises shall continue only so long as all of the undertakings, provisions, covenants, and conditions herein contained are on its part complied with promptly.

D. The waiver by the City or ISD 709 of any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant, or condition herein contained.

E. This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

F. ISD 709 agrees that it shall neither assign nor transfer any rights or obligations under this Agreement.

G. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

H. This Agreement is to be construed and understood solely as an agreement between the parties hereto and shall not be deemed to create any rights in any other person. No person shall have the right to make claim that they are a third party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between the parties hereto, may be waived at any time by mutual agreement between the parties hereto.

[Remainder of this page intentionally left blank.]

CITY OF DULUTH

**INDEPENDENT SCHOOL DISTRICT
NO. 709**

By: _____
Mayor

By: _____

Printed Name: _____

Attest: _____
City Clerk

Its: _____

Date Attested: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney

RESOLUTION
Acceptance of Donations to Duluth Public Schools

WHEREAS, Minnesota Statute 465.03 requires a school district to accept donations by resolution expressed in the terms prescribed by the donor in full; and,

WHEREAS, acceptance of the donations in accordance with the donor's terms is in the best interest of the Duluth Public Schools:

NOW, THEREFORE, BE IT RESOLVED that the Duluth Public Schools does accept the below-described donations from said organizations in accordance with the terms set forth herein.

BE IT FURTHER RESOLVED that the Duluth Public Schools wishes to extend its grateful appreciation to these various organizations.

SCHOOL	DONOR	AMOUNT	RESTRICTION
Denfeld	Eric & Deborah Dott	In Kind (2001 Eurovan)	None
	TOTAL	\$0.00	

RESOLUTION

Authorized Bank Account Signer

RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, Minnesota, that it hereby authorizes the following:

<u>District Building</u>	<u>Banking Institution</u>	<u>Account Number</u>	<u>Addition of Authorized Signer</u>	<u>Removal of Authorized Signer</u>
East	Northshore Northshore DTCU	XXXXXX9 XXXXXX2 XXXX6	Danette Seboe	Laurie Knapp
Homecroft	DTCU	XXXX2	Amy Wolden	Cher Obst
Myers-Wilkins	DTCU	XXXX3	Elisa Maldonado	Stephanie Heilig
Stowe	DTCU	XXXX0	Cynthia Maldonado	Larry Udesen

RESOLUTION
Broadcasting Committee Meetings

WHEREAS, the School Board desires to broadcast regularly scheduled monthly committee meetings; and,

WHEREAS, the Board has received an estimate of the costs involved in doing so:

NOW, THEREFORE, BE IT RESOLVED that the Duluth Public Schools School Board directs administration to begin these broadcasts in September, 2016, or as soon as reasonably possible, to be reviewed at the end of the 2016-17 school year.

Memorandum of Understanding
Workforce Preparation Skills Collaborative Program

Duluth Adult Basic Education and SOAR Career Solutions
ABE Program Year 2017 (May 1, 2016 – April 30, 2017)

Introduction: This MOU describes describes the partnership agreement and operating procedures between the Duluth Adult Basic Education consortium and SOAR Career Solutions in regard to offering workforce preparation skills as described in the “MN ABE Conditional Work Referral Policy, Revision date October 6, 2011.” The agreement shall be in effect from May 1, 2016 – April 30, 2017, with option to renew on an annual basis.

Purpose: The purpose of this agreement is to increase the quality and readiness of entry-level workers in the Duluth area. This will be done by collaboration between, SOAR, which provides training in job seeking skills, “soft” skills and basic computer skills for work, and ABE, which provides basic skills education as well as support for “soft” skills and basic computer skills.

Administration and Coordination: Supervision of programs will be provided by both Duluth ABE and SOAR based on program location, content and reporting requirements. After initial set up, there will be ongoing communication between the partners including face-to-face meetings at least quarterly, to coordinate intake, referrals, curriculum content and delivery, reporting, and any other issues required for efficient and effective program implementation.

Work Plan for workforce preparation skills:

1. **SOAR** agrees to provide these services:
 - a. Develop curriculum and identify instructors for classes in the areas of job seeking skills, soft skills for work, and basic computer skills.
 - b. Set a schedule of monthly classes in the three areas of job seeking skills, soft skills for work, and basic computer skills.
 - c. Coordinate with the Duluth Work Force Center to receive written referrals for these classes and to screen and place applicants based on their needs.
 - d. Receive referrals from the Adult Learning Center for ABE participants whose learning plan calls for development of pre-employment skills.
 - e. Conduct regular intake and screening for all interested in SOAR classes.
 - f. Refer SOAR applicants or participants who have basic skills needs to ABE – either to the classroom located at SOAR or to the Duluth Adult Learning Center – for brush-up classes, GED preparation, adult diploma, or ESL, computer training or additional “soft” skills
 - g. Deliver the pre-employment curricula in the areas specified.
 - h. Offer additional, individualized job seeking/job skills to those who complete the basic curriculum on an as-needed basis.
 - i. Complete the required ABE enrollment, attendance and exit reports for those who attend classes at SOAR, including copies of WFC referral forms as required for ABE eligibility.
 - j. Coordinate all paperwork with the ABE program staff to avoid duplication and guarantee accuracy and completeness in ABE state reporting.

- k. Provide data on employment and post-secondary enrollment outcomes for participants who are co-enrolled in ABE and SOAR work preparation programs.
2. **Duluth ABE** (aka Adult Learning Center) agrees to provide these services:
 - a. Develop curriculum and identify instructors for classes in basic skills, including GED preparation, ESL, computer training or addition "soft" skills, adult high school diploma completion, and brush-up skills in reading, writing, math and specific test preparation (employment, military, further education including customized training).
 - b. Set a regular schedule of classes in the basic skills areas specified.
 - c. Provide regular intake and screening for all interested in ABE instruction.
 - d. Receive referrals from SOAR for applicants or participants who have basic skills needs in GED Preparation, Adult Diploma coursework, or Brush-up skills.
 - e. Refer ABE applicants or participants to SOAR, if their learning plans call for development of pre-employment skills.
 - f. Provide SOAR quarterly with a list of ABE participants for purposes of verifying dual enrollment in ABE academic skills programs and SOAR classes.
 - g. Deliver the ABE curricula in the basic skills areas specified, including GED preparation, ESL, computer training or additional "soft" skills, adult high school diploma completion, and brush-up skills in reading, writing, math and specific test preparation (employment, military, further education including customized training).
 - h. Provide required ABE forms, and guidance for form completion, to SOAR staff.
 - i. Complete all required ABE state reports, incorporating the data provided by SOAR for those eligible participants enrolled in pre-employment skills classes.
 - j. Provide SOAR data on educational outcomes for co-enrollees and those students referred to ABE by SOAR.

Fiscal Plan

- a. Duluth ABE (I.S.D. 709) will act as the Fiscal Agent for the ABE workforce preparation collaborative program.
- b. Duluth ABE will submit all required applications and reports to the Minnesota Department of Education to receive hourly revenue for eligible participants in pre-employment skills classes eligible under the Conditional Work Referral Policy.
- c. Reimbursement to SOAR for services provided will be determined by (1) reported participant contact hours in the pre-employment classes provided by SOAR; and (2) hourly rate of funding by MDE to ABE programs for the given program year. For the 2016-2017 Program Year, the anticipated hourly rate is \$4.00, and the maximum reimbursement shall be \$18,000 (4500 hours) for those in the Conditional Work Referral category. ABE participants who also attend classes at SOAR (not in the Conditional Work Referral category) may be billed in addition to this amount.
- d. Payment by Duluth ABE (I.S.D. 709) to SOAR will be made based on invoices submitted by SOAR for the number of ABE reportable student hours provided by SOAR. These invoices shall be submitted quarterly, within 60 days after the state ABE required quarterly reporting periods (ending July 31, October 31, January 31, and April 30). I.S.D. 709 shall pay SOAR within 60 days of receiving the invoice and verifying the reportable student hours.

Review/Alteration/Termination of Agreement

Either party reserves the right to request a review of this agreement, by written notice of 30 days, for purposes of alteration of terms or termination of the full agreement. Examples of possible reasons for alteration or termination include but are not limited to:

- a. If either party's source of funding necessary for this collaborative program is not obtained or continued at the expected level.
- b. If either party does not execute the responsibilities listed above. A written notice will (1) detail the specific requirements or responsibilities which are not being met, (2) detail a remedial process for correcting the specific problems, and (3) include a timeline by which these problems will be corrected. Failure to meet any of these 3 conditions will cause for terminating the agreement.

Signatures. This document is approved and accepted by these partners:

Duluth Adult Basic Education, I.S.D. 709:

SOAR Career Solutions:

Patricia Fleege, Program Coordinator

Emily Edison, Executive Director

Date

Date



William Hanson, ISD 709 Business Services Director

7/15/14

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of July, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Tara Frisbie, R.D., 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 12, 2016, and shall remain in effect until June 30, 2017, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Work with Child Nutrition on nutritional menu analysis, menu compliance and special diet menus.

3. **Background Check.** (Applies to contractors working independently with students)

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in the amount equal to the actual cost of conducting a criminal history background check in 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.

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 rate of \$22.00 per hour not to exceed \$3,000. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.

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, or to seek other damages.

7. **Ownership of Materials.** The District reserves the rights to reproduce the documents that are the subject of the Contract, in any form, in any fashion, or appropriate the contents of the documents, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that the Contractor will act as an independent contractor in the performance of its duties under this Agreement and is not an employee of the District. 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 care of _____, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail, _____.

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 without regard to conflict of laws considerations.

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.

18. **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.


19. **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. The District shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in at least the amount of \$2,000,000.

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

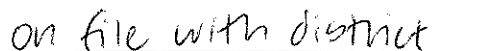
INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR





Program Director


Taxpayer Identification Number



Director of Business Service

THIS AGREEMENT, made and entered into this 6th day of September, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Mary Ann Marchel, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: (insert as appropriate)

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 6, 2016, and shall remain in effect until June 9, 2017, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Provide mental health consultative services for ISD 709 Duluth Early Childhood Family Education First Year Program. Scope of services to include observe children, consult with staff and parents as part of a collaborative team supporting families on a variety of mental health related issues.
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.

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 \$4,500.00 at the rate of \$50.00 per hour. 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 care of Duluth Community Education, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail care of Mary Ann Marchel, 3929 Rockview Ct., Duluth, MN 55804.

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

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

Chair

Mary Ann Marchel,
Ph. D., LGSW, IMH IV

Title

MA Marchel

Title Signature

~~Clerk~~



Program Director

Taxpayer Identification Number

WCHanson

Director of Business Service



Solution Tree Purchasing Agreement

Effective July 26, 2016, Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St., Bloomington, IN 47404 and Duluth Independent School District ("Customer") located at 215 N. 1st Ave East agree as follows:

1. Product Summary

- 1.1. Products:** Customer shall purchase the following Solution Tree products and services ("Products"). Any additional Products may be added to this Agreement by a written Addendum signed by both parties.

Product	Amount
Professional Development Services	6,500.00
Total	6,500.00

2. Professional Development Services

- 2.1. Description of Services:** Solution Tree agrees to provide a speaker, Marc Johnson ("Associate"), to disseminate information for Customer on the topic of *Professional Learning Communities* on August 30, 2016.
- 2.2. Reproducibles:** Customer is responsible for the reproduction of all handouts and other print materials related to the services, and Customer will notify the Associate directly of any deadlines for reproduction.
- 2.3. Venue and Audio/Visual Equipment:** Customer will provide a venue, audio/video equipment and technical support for all sessions.
- 2.4. Recording of Presentation:** All audio, video, and digital recording of the services is prohibited.
- 2.5. Rescheduling:** If events beyond the parties' control make performance on the scheduled dates impossible, the parties will make a good faith effort to reschedule the Professional Development Services.

3. Payment Terms

- 3.1. Invoicing and Purchase Orders:** Upon execution of this Agreement, CUSTOMER WILL PROVIDE SOLUTION TREE WITH A PURCHASE ORDER FOR THE FULL AMOUNT DUE UNDER THIS AGREEMENT. Solution Tree will invoice Customer off of this purchase order based on the following schedule:

Description	Payment	Expected Invoice Date
20% Deposit (non-refundable)	1,300.00	Upon execution of contract
Professional Development	5,200.00	August 30, 2016

- 3.1.1.** The total includes all travel, lodging, and other incidental expenses. All payment terms are net 30 days from the actual date of invoice. All late payments are subject to a finance



charge of 1.5% monthly. Please make purchase order(s) out to: Solution Tree, 555 North Morton Street, Bloomington, IN 47404.

4. General Terms

4.1. Intellectual Property: Customer acknowledges that Solution Tree or Associate own the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement, and that no materials will be developed specifically for Customer. Solution Tree shall retain all copyrights owned prior to entering this Agreement, and Customer may not reproduce any materials not designated reproducible without the express written permission of Solution Tree.

4.2. Termination: Solution Tree may terminate this Agreement if Solution Tree has not received a purchase order within 30 days of the effective date of this Agreement.

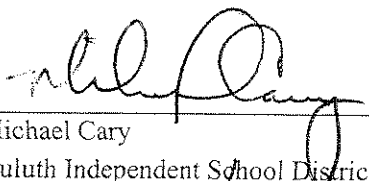


4.2.1. Cancellation: If Customer cancels any Professional Development Services within 90 days of the scheduled date for any reasons but Force Majeure, Customer shall reimburse Solution Tree for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit.

4.3. Force Majeure: If events beyond the parties' control make it impossible to perform under this Agreement, the party unable to perform shall not have any liability to the other party for the prevented performance. All obligations unaffected by such an event shall remain in place.

4.4. Entire Agreement: This Agreement and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement shall be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder shall not constitute a waiver or any provision of this Agreement or of any subsequent default of breach of the same or a different kind.

4.5. Offer Valid: The pricing set forth in this Agreement shall be valid for 14 days from the effective date listed above.

This Agreement is acknowledged and accepted by Customer and Solution Tree:

 <hr/> Michael Cary Duluth Independent School District	7/23/16 <hr/> Date	 <hr/> Ali Cummins Associate Director of Professional Development Solution Tree, Inc.	<hr/> Date
			



Please fax or email this agreement to: Diane von Foerster
Fax: (866.308.3135)
Email: diane.vonfoerster@SolutionTree.com



Solution Tree

CONTACT INFORMATION

Please provide the following information:

Who will be the contact person for the work?

Contact: _____

Title: _____

Phone: _____

E-mail: _____

Fax: _____

Who will receive and pay the invoices?

Contact: _____

Title: _____

Phone: _____

E-mail: _____

Fax: _____

Shipping Information (required for resource delivery)

Shipping Contact: _____

Shipping Address: _____

City, State, Zip: _____

Phone: _____

Delivery Date: _____

Delivery Times: _____

- Choose one: Do you have a Delivery Dock?
- Do you have double doors (for pallet)?
- Do you require inside delivery?

MEMORANDUM

TO: Bill Gronseth, Duluth Public School Superintendent

FROM: Jason Barsness, Coordinator of Health, Safety & Environmental Management

DATE: July 27, 2016

RE: **Contract for Asbestos Cleanup HOCHS Basement**

The attached contracts between ISD 709 and Arrowhead Consulting, Inc. and between ISD 709 and ACCT Inc. are for asbestos consulting work to clean up and encapsulate a dirt tunnel/room in the basement of HOCHS.

Attached for your signature please find two (2) copies of the contract between ISD 709 and Arrowhead Consulting Inc, as well as two (2) copies of the contract between ISD 709 and ACCT, Inc. for the asbestos consulting services. After review, please sign and return to the Facilities Management office for processing.

If you have any questions, please contact me at extension 3240.

Thank you.

cc: Kerry Leider

Arrowhead Consulting & Testing, Inc.

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5606 Miller Trunk Highway • Duluth, Minnesota 55811 • Phone: 218/729-0987 • Fax: 218/729-8297

July 25, 2016

Mr. Jason Barsness
Duluth Public Schools
215 North First Avenue East
Duluth, Minnesota 55802

**RE: Request for Cost Estimate
Asbestos Abatement Design Package
Crawlspace Asbestos Debris Cleanup Project
Historic Old Central High School - Duluth, Minnesota**

In response to your request for quotation, Arrowhead Consulting & Testing, Inc., (Arrowhead) is pleased to provide the Independent School District No. 709 (District) with the following proposal to provide an asbestos project design package for the renovation of the Historic Old Central High School – Gymnasium Ceiling Project.

SCOPE OF WORK

Arrowhead understands the objectives of the proposal to be the following:

- Prepare bid documents outlining asbestos removal procedures to be used by the awarded contractor.
- Provide air monitoring during asbestos abatement activities.

PROJECT COST

The cost to complete the design package is **\$900.00**. Included in the cost is asbestos project design for abatement of the asbestos containing materials.

Onsite Air Monitoring

Per your request for a budget cost, Arrowhead can provide qualified air monitoring technicians to provide third-party project oversight and to provide air testing as required by law. Third-party monitoring services will include project inspection, project documentation and coordination.

Arrowhead will provide air monitoring services during the project. Arrowhead applies NIOSH Method 7400 for performing onsite analysis of airborne asbestos fibers. Arrowhead's personnel are certified under the Asbestos Analyst Registry Program to analyze air samples onsite. This certification is required by the Minnesota Department of Health. Air monitoring services include collection and analysis of pre-work area air samples, daily work area air samples, and final work area clearance samples.

The cost to provide air monitoring/project oversight during asbestos abatement is \$1600.00. It is estimated that 2 to 3 days will be required to complete the asbestos abatement. Included in the cost is one air monitoring technician working 8-hours per day, air sampling equipment, PCM work in progress analysis, PCM clearance analysis, and reporting.

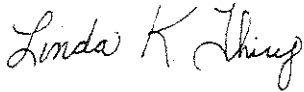
Total Estimated Project Cost

The total estimated project cost is \$2,500.00.

If you have any questions regarding the information provided, please call me at (218) 729-0987. We look forward to your favorable response.

Sincerely,

Arrowhead Consulting & Testing, Inc.



Linda K. Thiry
Owner/Programs Director

AGREEMENT

THIS AGREEMENT, made and entered into 27th day of July, 2016, by and between Duluth Public Schools, Independent School District No. 709, a public corporation, hereinafter called ISD 709, and Arrowhead Consulting & Testing, Inc., an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 27, 2016 and shall remain in effect until project is complete, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** *Provide an asbestos project design package for the renovation of the Historic Old Central High School Crawlspace. Project design cost estimate - \$900.00; Air monitoring/project oversight estimated cost based on 2-3 days - \$1,600.00.*
3. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Printed Memoranda of Agreement and Title Sheet;
 2. Contractor's Quote;
 3. Contractors Insurance Policy;
 4. Supplementary Conditions and Insurance Requirements; and
 5. Any other documents identified by ISD 709.
4. **Background Check .** *N/A*
5. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, ISD 709 hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$2,500.00. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.
6. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by ISD 709 within 30 days of submission of a proper invoice by the Contractor;
 - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
7. **Propriety of Expenses.** The fact that ISD 709 has reimbursed Contractor for any expense claimed by Contractor shall not preclude ISD 709 from questioning the propriety of

WCH

any such item. ISD 709 reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies ISD 709 may have to recover funds expended by Contractor for disallowed costs, or to seek other damages.

8. **Ownership of Materials.** ISD 709 reserves the rights to reproduce the documents that are the subject of the Contract, in any form, in any fashion, or appropriate the contents of the documents, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

9. **Independent Contractor.** Both ISD 709 and Contractor agree that the Contractor will act as an independent contractor in the performance of its duties under this Agreement and is not an employee of ISD 709. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

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

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

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

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

12. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of ISD 709.

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

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

accordance with the laws of the State of Minnesota without regard to conflict of laws considerations.

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

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

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

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

17. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon 30 days written notice to the other party as provided for in this Agreement.

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

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

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

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

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

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

22. **Professional Liability:** Contractor is required to maintain insurance protecting it from claims including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract including coverage relating to asbestos and environmental hazards.

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

<u>ISD 709 Employee</u>	<u>Position</u>
William Gronseth	Duluth Public Schools Superintendent

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

<u>ISD 709 Employee</u>	<u>Position</u>
Jason Barsness	Safety Coordinator

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

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

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

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

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

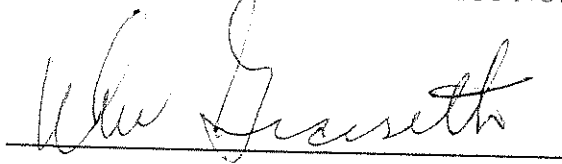
Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

ARROWHEAD CONSULTING &
TESTING, INC.



Duluth Public Schools Superintendent

By

Title

Taxpayer Identification Number

MEMORANDUM

TO: Bill Gronseth, Duluth Public School Superintendent

FROM: Jason Barsness, Coordinator of Health, Safety & Environmental Management

DATE: July 27, 2016

RE: **Contract for Asbestos Cleanup HOCHS Basement**

The attached contracts between ISD 709 and Arrowhead Consulting, Inc. and between ISD709 and ACCT Inc. are for asbestos consulting work to clean up and encapsulate a dirt tunnel/room in the basement of HOCHS.

Attached for your signature please find two (2) copies of the contract between ISD 709 and Arrowhead Consulting Inc, as well as two (2) copies of the contract between ISD 709 and ACCT, Inc. for the asbestos consulting services. After review, please sign and return to the Facilities Management office for processing.

If you have any questions, please contact me at extension 3240.

Thank you.

cc: Kerry Leider

ACCT

I N C O R P O R A T E D

Asbestos Control & Consulting Team

230 HWY 33 N, CLOQUET, MN 55720
Telephone (218) 879-2241 * Fax (218) 879-6194

Fax

TO: Arrowhead Consulting & Testing

FAX: E-Mail

Linda Thiry

DATE: 7-22-16

FROM: Steve Proulx

OF PAGES: 1 (including cover sheet)

RE: ACM debris cleanup quote

Old Central High School

We propose to furnish the material, labor, & equipment to provide 2 workers for 2 days for debris cleanup at the above location for a time & material not-to-exceed price of \$2,820.00

Add \$7,270.00 to perform the work for add alternate #1

Thank you for the opportunity of submitting this quote

Sincerely,

Steve Proulx

AGREEMENT

THIS AGREEMENT, made and entered into 27th day of July, 2016, by and between Duluth Public Schools, Independent School District No. 709, a public corporation, hereinafter called ISD 709, and ACCT Incorporated., an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 27, 2016 and shall remain in effect until project is complete, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** *Provide asbestos cleanup, debris removal, and encapsulation per quote from July 19th, 2016 provided by Arrowhead Consulting. Project Base Quote time and materials not to exceed - \$2820.00; Add/Alternate Quote time and materials not to exceed - \$7,270.00.*
3. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Printed Memoranda of Agreement and Title Sheet;
 2. Invitation for Quote including scope of work and work procedures;
 3. Contractor's Quote;
 4. Contractors Insurance Policy;
 5. Supplementary Conditions and Insurance Requirements; and
 6. Any other documents identified by ISD 709.
4. **Background Check .** *N/A*
5. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, ISD 709 hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$10,090.00. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.
6. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by ISD 709 within 30 days of submission of a proper invoice by the Contractor;
 - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

WCH

7. **Propriety of Expenses.** The fact that ISD 709 has reimbursed Contractor for any expense claimed by Contractor shall not preclude ISD 709 from questioning the propriety of any such item. ISD 709 reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies ISD 709 may have to recover funds expended by Contractor for disallowed costs, or to seek other damages.

8. **Ownership of Materials.** ISD 709 reserves the rights to reproduce the documents that are the subject of the Contract, in any form, in any fashion, or appropriate the contents of the documents, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

9. **Independent Contractor.** Both ISD 709 and Contractor agree that the Contractor will act as an independent contractor in the performance of its duties under this Agreement and is not an employee of ISD 709. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

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

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

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

11. **Notices.** All notices to be given by Contractor to ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of Jason Barsness, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: ACCT Incorporated, 230 Hwy 33 N, Cloquet, MN 55720.

12. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of ISD 709.

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

14. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota without regard to conflict of laws considerations.

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

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

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

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

17. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon 30 days written notice to the other party as provided for in this Agreement.

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

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

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

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

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

contractor or subcontractor or by anyone directly or indirectly employed under the contract. ISD 709 shall be named an additional insured under said policy and proof of this insurance shall be provided to ISD 709. This insurance shall be in at least the amount of \$1,500,000.

22. **Professional Liability:** Contractor is required to maintain insurance protecting it from claims including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract including coverage relating to asbestos and environmental hazards.

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

<u>ISD 709 Employee</u>	<u>Position</u>
William Gronseth	Duluth Public Schools Superintendent

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

<u>ISD 709 Employee</u>	<u>Position</u>
Jason Barsness	Safety Coordinator

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

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

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

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

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

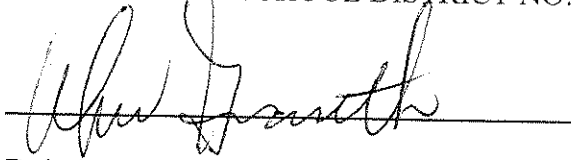
Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

ACCT INCORPORATED



Duluth Public Schools Superintendent

By

Title

Taxpayer Identification Number

Memorandum

To: Bill Hanson

From: Kerry M. Leider



Date: July 13, 2016

Re: Asbestos Abatement Services in the Boiler Room at Historic Old Central High School

Attached are two (2) copies of the Agreement between Independent School District #709 and Mavo Systems to remove approximately 40 lf of tsi on three different lines of various sizes in the boiler room at Historic Old Central High School. The total estimated cost of this service is \$2,950.00..

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

Attachments



PROPOSAL

DATE: **July 12, 2016**

PROPOSAL SUBMITTED TO:	Duluth Public Schools	DESCRIPTION OF WORK:	TSI Abatement
ADDRESS:	215 N. 1st Ave. E.	SITE LOCATION:	HOCHS
CITY, STATE, ZIP:	Duluth, MN 55802	ADDRESS:	Boiler Room
ATTENTION:		CITY, STATE, ZIP:	Duluth, MN
PHONE:			

Mavo Systems, Inc. proposes the following scope of work:

Provide abatement services to remove approximately 40 lf of tsi on 3 different lines of various sizes. Work will be performed using a combination of glovebag and wrap/cut procedures. All work will be performed in compliance of all federal, state and local regulations governing asbestos abatement.

T&M Not-to-Exceed: \$2,950.00

*Price includes labor, materials, equipment, disposal and insurance.

Payment(s) to be made as follows:
 In the event payment are not made as outlined herein, the undersigned agrees to pay all costs of collection and attorney's fees incurred by Mavo Systems, Inc. All material is guaranteed to be specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration of deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. Owner/GC agrees to supply Mavo Systems, inc. with power and potable water to complete the cleaning process.

Authorized Signature *John Kraskey* Note: This proposal may be withdrawn by us if not accepted within 90 days
 John Kraskey - Operations Manager

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

Date of Acceptance: *7/13/16* Signature *W. C. Hanson*
 kraskey@mavo.com

MAVO SYSTEMS, INC.
 2305 BRICKS ROAD
 DULUTH, MN 55810

CELL PHONE: 218-349-6785
 FAX: 218-626-1064
 OFFICE: 218-626-1356

Memorandum

To: Bill Hanson

From: Kerry M. Leider



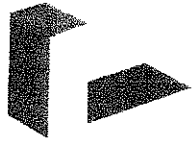
Date: July 7, 2016

Re: Window Quality Control Testing for 2016 Window Replacement and Masonry Rehabilitation at Myers-Wilkins Elementary School – Inspec, Inc.

Attached are two (2) copies of the Agreement between Independent School District #709 and Inspec, Inc. for window quality control air and water infiltration testing for the 2016 window replacement and masonry rehabilitation at Myers-Wilkins Elementary School. The total estimated cost of this service for a two-day window test trip for three windows is \$6,350.00.

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

Attachments



INSPEC

Smart engineering of

roofs, walls, windows

pavements

and waterproofing

July 7, 2016

Mr. Kerry Leider, Property and Risk Manager
 Duluth Public Schools
 215 North First Avenue East
 Duluth, MN 55802

RE: Proposal for Window Quality Control Testing for
 2016 Window Replacement and Masonry Rehabilitation at
 Myers-Wilkins Elementary School
 Duluth, Minnesota
 Inspec File No.: 213686

Dear Mr. Leider:

We are grateful for the opportunity to submit this proposal to provide quality control air and water infiltration testing services for the newly installed fenestrations at Myers-Wilkins Elementary School.

A. DEFINITIONS

1. Inspec: INSPEC, INC., Engineers/Architects
2. Client: Duluth Public Schools

B. PROJECT INFORMATION

1. Context

The 2016 Window Replacement and Masonry Rehabilitation at the Myers-Wilkins project specified field testing of the newly installed windows. The field testing method specified was AAMA, 502.90; Method B, air and water infiltration. A quantity of 10% of the windows (13) or a minimum of three windows were specified to be tested. For the failed test, testing two additional windows and retesting the failed window was also specified; but at the contractor's cost.

2. Client's Known Problems or Needs

Inspec recommends the specified quality control testing be completed for one W-AO window, one W-JO window, and one WD, WF, or similar non-operable window. According to the submitted shipping report, the three window types will be in the first shipment and could potentially be installed on July 28 for testing on August 4 and 5. Testing of the three windows is anticipated to be completed in two days. The contractor will be responsible to provide access for window testing.

5801 Duluth Street
 Minneapolis, MN 55122
 Ph: 763-746-3434
 Fax: 763-546-8060

Chicago

Milwaukee

Minneapolis

www.inspec.com

C. BASIC SERVICES

1. Quality Control Testing Services for newly installed windows.
 - a. Air and water infiltration testing will be completed in general conformance with AAMA 502-12 for newly installed fenestration products. As specified, the water infiltration testing will be completed at a 2/3 of the design pressure assigned to the unit to achieve the class rating specified.
 - b. A field report for each test trip would be written summarizing the testing results.

D. COMPENSATION – BASIC SERVICES

We propose to provide the above-described Basic Services for the fees as indicated below:

Two-day window test trip for three windows	\$6,350
One-day window test trip *	\$4,750
One day of testing added to trip while on-site *	\$3,190/day

* Pricing provided for testing beyond the three windows identified.

E. REIMBURSABLES

Mileage, per diem, and overhead is included in the above fees. No other reimbursables are anticipated.

F. CLIENT’S RESPONSIBILITIES

1. Return a copy of the signed proposal prior to the start of services.
2. Provide access to the interior and exterior of the building and access to water for the purpose of water testing.

G. PAYMENT PROVISIONS

Progress payment invoices for Inspec services shall generally be submitted monthly and are payable upon receipt. Invoices shall be considered past due if not paid within thirty (30) days of invoice date.

H. SUSPENSION OR TERMINATION OF SERVICES

This Agreement may be terminated by either party in the event of substantial failure to perform in accordance with the terms of this Agreement through no fault of the terminating party, but only after written notice of the specific nature of the failure to perform has been submitted and after seven days opportunity to cure such failure. If this Agreement is terminated, Inspec shall be paid for services performed to the termination notice date including reimbursable expenses due.

I. RISK ALLOCATION/DISPUTE RESOLUTION

1. All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including, but not limited to, breach thereof, shall be referred for mediation under the then current Construction Industry Mediation Rules of the American Arbitration Association prior to any recourse to arbitration or litigation.
2. The Client agrees to compensate Inspec for reasonable expenses incurred if Inspec is required to respond to legal processes which are related to Inspec's services, but that arise out of a lawsuit or proceeding to which Inspec is not a party.
3. If the Client brings a lawsuit against Inspec that is dismissed or to which a verdict is rendered for Inspec, the Client will reimburse Inspec for costs of defense, including but not limited to reasonable attorney's fees.
4. In recognition of the relative risks and benefits of the project to both the Client and to Inspec, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit Inspec's liability to the Client for any and all claims, losses, costs, damages of any nature whatsoever, or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of Inspec to the Client shall not exceed five times the total fee. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

In the event the Client does not wish to limit Inspec's liability to this sum, Inspec agrees to waive this limitation upon receiving Client's written request, and agreement by the Client to pay an additional consideration of 30 percent of our total fee or \$2,500, whichever is greater.

J. REMARKS

This proposal is valid for thirty (30) days, after which time Inspec reserves the right to modify and resubmit.

This Agreement represents the entire and integrated agreement between Client and Inspec and supersedes all prior negotiation, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Inspec and Client. Nothing herein shall be construed to give any rights or benefits to anyone other than Client and Inspec.

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

For Client

Bill Hanson

Signature

Bill Hanson

Printed Name

CFO

Printed Title

Duluth Public Schools

For Inspec

Pamela Jergenson

Signature

Pamela Jergenson, CCS, CCCA

Printed Name

Senior Building Envelope Consultant

Printed Title

INSPEC, INC.

PJ/bap

Memorandum

To: Bill Hanson

From: Kerry M. Leider



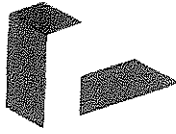
Date: July 11, 2016

Re: Proposal for Design Services for the Masonry Rehabilitation of Boiler, Hallway,
And Stack at Historic Old central High School

Attached are two (2) copies of the proposal and Agreement between Independent School District #709 and Inspec, Inc. Design Services for the Masonry Rehabilitation of Boiler, Hallway, and Stack at Historic Old central High School. The total proposed cost of this service is \$11,600.00.

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

Attachments



INSPEC

Smart engineering of

roofs, walls, windows,

pavements

and waterproofing

July 11, 2016

Mr. Kerry Leider, Property and Risk Manager
Duluth Public Schools
215 North First Avenue East
Duluth, MN 55802

RE: Proposal for Design Services of the Masonry Rehabilitation of
Boiler, Hallway, and Stack at
Historic Old Central High School
Duluth, Minnesota

Dear Mr. Leider:

We are grateful to have been given the opportunity to submit this proposal on the above-referenced services. This proposal is based upon the recommendations in the Limited Building Envelope Assessment report for Historic Old Central High School dated May 22, 2015.

A. DEFINITIONS

1. Inspec: INSPEC, INC., Engineers/Architects
2. Client: Duluth Public Schools
3. HOCHS: Historic Old Central High School
4. Report: Limited Building Envelope Assessment for: Historic Old Central High School, dated May 22, 2015

B. PROJECT INFORMATION

1. Context

The Boiler, Hallway, and Stack of HOCHS were recommended in the Report as the first priority in masonry rehabilitation due to the level of deterioration. (See the attached sketch from the Report.) The Client is submitting a grant application to the Minnesota Historical Society through the City of Duluth to secure grant funding for the construction of this project. For the grant application submission, a set of construction documents is required with a scope of work that can begin after November 1, 2016.

2. Client's Known Needs

In further discussion with the Client, the grant application submission documents will contain construction drawings consisting of photographs with the scope of work noted and project manual comprising of Division 01 through the technical sections. These documents will be presented to the Minnesota Historical Society for their review and comment prior to the grant application submission.

5801 Duluth Street
Minneapolis, MN 55422
Ph 763-546-3434
Fax 763-546-8609

Chicago

Milwaukee

Minneapolis

www.inspec.com

C. BASIC SERVICES

The following Basic Services pertain only to the scope of services described earlier.

1. Design Phase

- a. Conduct a review of drawings available for the area of work from the Northwestern Architectural Archives.
- b. Photograph all exterior elevations of the boiler and hallway, one side of the stack, and architectural detailing.
- c. Conduct observations of interior side of exterior walls.
- d. Prepare construction drawings with a plan, select photographs, details, and scope of work notes.
- e. Prepare a project manual with Division 01 through the technical sections.
- f. Submit the construction drawings and project manual to the Minnesota Historical Society for review and comment.
- g. Incorporate comments from the Minnesota Historical Society into the documents.
- h. Submit the 90% construction documents * to the Client for the grant submission by July 27, 2016.

* Construction documents will not include the front end bidding and contracting requirements. No state plan review, bid, or construction phase services are part of the scope of work or basic services.

D. COMPENSATION – BASIC SERVICES

We propose to provide the above services for the fee of \$11,600.

E. REIMBURSABLES

Mileage, per diem, and overhead is included in the above fees. No hazardous materials or structural subconsultant fees are anticipated at this time.

F. ADDITIONAL SERVICES

1. Based on our current knowledge of the existing conditions, we have, to the best of our ability, matched our Basic Services to the needs of your project. However, should the need arise for us to expand our services in response to conditions or events outside our control, we would, under your direction, submit a separate proposal covering such Additional Services. Additional Services are not included under Basic Services nor are they covered by the compensation thereof.
2. Additional Services may include, but are not necessarily limited to, the following:
 - a. Verification of existing structural capacity for the purpose of establishing construction equipment weight restrictions.
 - b. Consultants (professional or otherwise) hired by Inspec, but not included under this proposal.

- c. Additional meetings and/or site visits beyond those under Basic Services.
- d. Preparation work and/or meetings related to arbitration, mediation, legal, or other conflict resolution proceedings of which Inspec is not a party.
- e. Adapting the documents to modifications in the Scope of Work made necessary by situations or conditions outside of Inspec's control.
- f. Any services resulting from the discovery of asbestos, mold, lead, or any other existing hazardous materials.
- g. Submission of State Initial Plan Review application and further submissions as requested by the State.
- h. Bidding and construction services for this project.

G. COMPENSATION – ADDITIONAL SERVICES

1. Compensation for Additional Services shall be established by separate Additional Services proposal(s) unless indicated otherwise herein.
2. Compensation for Additional Services provided directly by Inspec shall be based on Inspec's rate schedule that is current at the time that the Additional Services are provided.
3. Compensation for Additional Services that are provided by others but retained by Inspec shall be based on the amount billed to Inspec times a factor of 1.10.

H. CLIENT'S RESPONSIBILITIES

1. Provide roof and interior space access at the project site.
2. Return this proposal signed or a purchase order prior to these services starting.

I. PAYMENT PROVISIONS

1. Progress payment invoices for Inspec services shall generally be submitted monthly and are payable upon receipt. Invoices shall be considered past due if not paid within thirty (30) days of invoice date.
2. Payment of invoices for Inspec services shall not be contingent on payments received by the Client from other parties.

J. SUSPENSION OR TERMINATION OF SERVICES

This Agreement may be terminated by either party in the event of substantial failure to perform in accordance with the terms of this Agreement through no fault of the terminating party, but only after written notice of the specific nature of the failure to perform has been submitted and after seven days opportunity to cure such failure. If this Agreement is terminated, Inspec shall be paid for services performed to the termination notice date including reimbursable expenses due.


K. RISK ALLOCATION / DISPUTE RESOLUTION

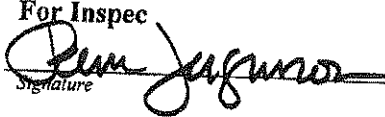
1. All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including, but not limited to, breach thereof, shall be referred for mediation under the then current Construction Industry Mediation Rules of the American Arbitration Association prior to any recourse to arbitration or litigation.
2. The Client agrees to compensate Inspec for reasonable expenses incurred if Inspec is required to respond to legal processes which are related to Inspec's services, but that arise out of a lawsuit or proceeding to which Inspec is not a party.
3. If the Client brings a lawsuit against Inspec that is dismissed or to which a verdict is rendered for Inspec, the Client will reimburse Inspec for costs of defense, including but not limited to reasonable attorney's fees.
4. In recognition of the relative risks and benefits of the project to both the Owner and to Inspec, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit Inspec's total liability to the Owner for any and all claims, losses, costs, damages of any nature whatsoever, or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of Inspec to the Owner shall not exceed \$20,000 or the total amount actually paid by Owner to Inspec under this proposal, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

L. REMARKS

This Agreement represents the entire and integrated agreement between Client and Inspec and supersedes all prior negotiation, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Inspec and Client. Nothing herein shall be construed to give any rights or benefits to anyone other than Client and Inspec.

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

For Client

Signature
Bill HANSON
Printed Name
CFO
Printed Title

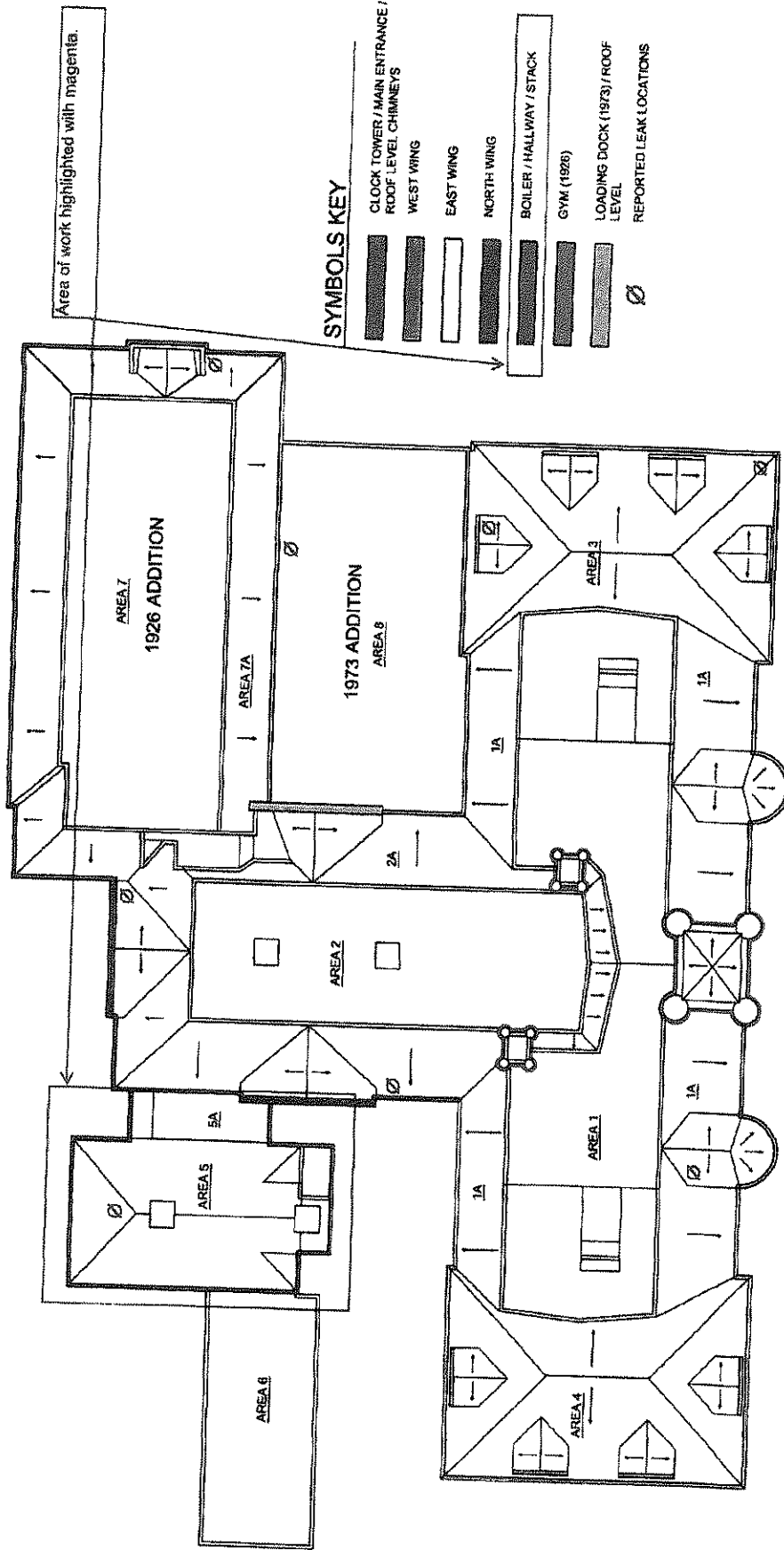
For Inspec

Signature
Pamela Jergenson, CCS, CCCA
Printed Name
Senior Building Envelope Consultant
Printed Title

Duluth Public Schools

INSPEC, INC.

PJ/bap

Enclosure: HOCHS plan view



SYMBOLS KEY

- CLOCK TOWER / MAIN ENTRANCE / ROOF LEVEL CHIMNEYS
- WEST WING
- EAST WING
- NORTH WING
- BOILER / HALLWAY / STACK
- GYM (1926)
- LOADING DOCK (1973) / ROOF LEVEL
- REPORTED LEAK LOCATIONS

Area of work highlighted with magenta.

ROOF PLAN
NO SCALE



NORTH

DULUTH PUBLIC SCHOOLS

Project for: **HISTORIC OLD CENTRAL HIGH SCHOOL**
215 NORTH FIRST STREET EAST
DULUTH, MINNESOTA, 55802

DATE: 1/15/15
CLIENT PROJECT No: 00000
ARCHITECT PROJECT No: 17100
PROJECT MARK: 1
DRAWN BY: J. TRIPP
CHECKED BY: J. TRIPP

1

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Memorandum

To: Bill Hanson

From: Kerry M. Leider

Date: July 1, 2016



Re: Special Inspection and Materials Testing Services for the Parking Lot Improvements at Historic Old Central High School

Attached find two (2) copies of the Agreement between Independent School District #709 and Braun Intertec Corporation to provide special inspection and materials testing services for the parking lot improvements at Historic Old Central School. The total estimated cost of this service is \$22,471.00.

I am recommending approval of the contract with Braun Intertec Corporation to provide testing and inspection services. If you concur, please sign both copies of the proposal and return them to the Facilities Management office for processing.

Attachments

June 30, 2016

Proposal QTB036818

Mr. Kerry Leider
Independent School District #709
215 North First Avenue East
Duluth, MN 55802

Re: Proposal for Special Inspection and Testing Services
HOCHS Parking Lot Improvements
215 North First Avenue East
Duluth, Minnesota

Dear Mr. Leider:

Braun Intertec Corporation is pleased to submit this proposal to provide special inspections and testing services for the proposed parking lot improvements at the Historic Old Central High School in Duluth, Minnesota.

Our Understanding of the Project

We understand this project will include the construction perimeter retaining wall to the existing parking lot and pavement section replacement at the Historic Old Central High School. Included in the project are improvements to the existing Coal Room and Music Room at the school, as well as various site improvements.

Available Information

This proposal was prepared using the following documents and information.

- Project plans and specifications prepared by Northland Consulting Engineers L.L.P., dated April 28, 2016.
- Discussions with Adam Zwak of Northland Consulting Engineers L.L.P.

Other than the references cited above, Special Inspection and Testing Schedule, construction schedule, or geotechnical report were provided to help us prepare this proposal.

Overview of Procedures and Staff Qualifications

Special Inspections

Braun Intertec has adopted the International Code Council (ICC) Model Program for Special Inspection to develop the guiding principles for our special inspection program. This model was selected because it was designed by the ICC to assist owners, contractors and building officials in the understanding,

administration and enforcement of the special inspection requirements of the International Building Code (IBC). Currently, there are ICC certifications for reinforced concrete, structural masonry, pre-tension/post-tension (pre-stressed) concrete, spray-applied fireproofing, structural steel and bolting, and structural welding.

Qualifications and Experience

ICC certified special inspectors will provide our special inspections. An ICC certified special inspector is one who has successfully demonstrated their ability to understand the building code, construction practices and how to read and understand construction documents. Through experience and examination, our ICC certified special inspectors have demonstrated their ability to provide special inspection services.

Inspections and Reporting

Our special inspectors summarize the nature, extent and results of their special inspection activities, at the time they are performed, on Special Inspection Daily Report forms that are submitted to the general contractor's on-site personnel for their review and records. These records can also be transmitted electronically to others who may want to review these documents on an agreed upon schedule.

When required, the Special Inspection Daily Report forms will be accompanied by a tabulation titled Summary of Discrepancies Needing Correction or Review by the Design Engineer or Architect. This tabulation will list the items that are determined to be in conflict with the project documents and have not been corrected by the contractor. The summary will include resolutions when the design team provides them. An updated copy of the tabulation will be submitted each time an existing discrepancy has been resolved or a new one is recorded. Special inspection procedural and final reports for structural steel inspections and non-structural steel inspections will be prepared and submitted periodically or at the end of our involvement with the project according to the requirements of the building code.

Communications

Our special inspectors will communicate the results of their inspections back to our supervising engineer each day special inspections are performed. It is important for our special inspectors to develop a working relationship with the project's structural engineer-of-record. We will be in contact with the structural engineering consultant periodically to review the work being performed and to request clarifications and direction on any item that may require it. These requests, and their responses, can also be sent to the owner, the project design and construction teams, and other interested parties, such as the building official, as needed.

Efficient Staff Use

Cross-utilization of personnel on a project is an excellent means to provide efficiencies and to economize inspection and testing costs. As a result, most of our special inspectors hold certifications in several areas, as well as being certified to use a nuclear gauge for soil density testing, and are generally ACI Concrete Field Testing Technician – Grade I certified. The ACI Grade I certification, or equivalent, is also requirement of the American Society of Testing and Materials (ASTM) to cast concrete test cylinders.

Construction Materials Testing

We will commit that each concrete technician assigned to this project will be ACI Concrete Field Testing Technician – Grade I certified to conduct the required concrete testing, and that each soil technician will be certified to use a nuclear gauge for soil density testing, so that the test results can be determined on site and evaluated once the required laboratory testing is completed.

Scope of Services

ICC certified special inspectors, or qualified technicians working under the direction of ICC certified special inspectors, will provide the required special inspection services under the direction of a licensed professional engineer, either on a full-time or periodic basis depending on the construction schedule and when requested by the general contractor. The special inspectors or qualified technicians will perform the specified construction materials testing services on a full-time or on-call basis as scheduled by the general contractor. After reviewing the available information, to determine compliance with the project plans and/or specifications, other design or construction documents and applicable ASTM and other industry standards, we interpret our scope of services for this project will be limited to the tasks defined below. *Special inspections are italicized.*

Soil Related Services

- *Observe and evaluate the soils exposed in the bottoms of excavations to determine if the soils are suitable for support of excavation backfill, additional required fill, and the project's structural design loads.*
- Perform laboratory mechanical analyses of prospective fill and backfill materials.
- Perform laboratory Proctor tests to determine the maximum standard Proctor dry densities and optimum moisture contents of prospective backfill and fill materials.
- *Observe the placement and compaction of backfill and fill.*
- Test compacted backfill and fill placed below building footprints and oversizing areas, below slabs and/or pavements, behind retaining walls, in utility trenches, and in areas for which compaction specifications have been provided, to determine if the relative compaction was achieved.

Concrete Related Services

- *Observe concrete reinforcement placement.*
- *Observe the concrete placement and test sample preparation.*
- Sample and test the plastic concrete for slump, air content and temperature.
- Prepare test cylinders for laboratory compressive strength testing.

- Perform laboratory compressive strength testing of the concrete samples.

Structural Steel Services

- Observe and test the structural steel bolted connections.
- *Observe the installation of drilled-in-place, epoxy secured anchor bolts.*

Pavement Related Services

- Provide test-roll observations of the pavement subgrade soils and/or aggregate base layer to determine if the materials tested are capable of supporting bituminous or concrete pavement.
- Perform laboratory mechanical analyses of aggregate base material samples.
- Perform laboratory Proctor tests to determine the maximum standard Proctor dry density and optimum moisture content of the aggregate base material.
- Test compacted aggregate base material to determine if the relative compaction was achieved.
- Sample and test the plastic concrete for slump, air content, temperature, and unit weight.
- Prepare test cylinders of concrete for laboratory compressive strength testing.
- Perform laboratory compressive strength testing of the concrete samples.

Engineering Consulting and Project Communication and Reporting Services

- Provide engineering consulting services and service management including scheduling of our field personnel, review of field reports, and communication with the contractor, owner, building official and design team.

Cost

We will furnish the services described in this proposal for an estimated fee of \$22,471. A tabulation showing hourly and/or unit rates associated with our proposed scope of services is attached. To the extent possible, units and hours were reviewed with representatives of the contractor to determine if timeframes are consistent with their expectations for completing the various activities. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 7:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal work hours will be invoiced using an overtime rate factor. The

factor for services provided outside our normal work hours or on Saturday will be 1.25 times the normal hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the normal hourly rate for the service provided.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. Invoices for our services will be based on the actual number of hours spent on the project and the units tested.

Our work will extend over multiple invoicing periods. As such, for work that is performed during the course of each invoicing period, we will submit partial progress invoices.

Additional Services

It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed herein, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. ***Please sign and return a copy to us in its entirety.***

The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days, and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please call Joe Butler or David Morrison at 218.624.4967.

Sincerely,

BRAUN INTERTEC CORPORATION



David E. Morrison, EIT
Staff Engineer



Joseph C. Butler, PE
Associate Principal / Senior Engineer

Attachments:
Estimated Cost Tabulation
General Conditions Inspections (9-1-13)

The proposal is accepted, and you are authorized to proceed.

ISD #709

Authorizer's Firm

WCHanson

Authorizer's Signature

Bill Hanson

Authorizer's Name (please print or type)

CFO

Authorizer's Title

7/6/16

Date

Client:

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

Work Site Address:

215 North First Avenue East
Duluth, MN 55804

Service Description:

Construction Materials Testing and Special Inspections

Description		Quantity	Units	Unit Price	Extension
Phase 1	Construction and Materials Testing				
Activity 1.1	Soil Observations and Testing				\$5,225.00
206	Excavation Observations	8.00	Hour	78.00	\$624.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Foundation Excavations	4.00	Trips	2.00	8.00
207	Compaction Testing - Nuclear	38.00	Hour	68.00	\$2,584.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Retaining Wall Backfill	8.00	Trips	2.00	16.00
	Coal Room Slabs	4.00	Trips	2.00	8.00
	Utilities, Storm, Sanitary, Water Main	2.00	Trips	2.00	4.00
	Select Granular Borrow	2.00	Trips	2.00	4.00
	Aggregate Base	3.00	Trips	2.00	6.00
1308	Nuclear moisture-density meter charge, per hour	38.00	Each	10.00	\$380.00
209	Sample pick-up	4.00	Hour	68.00	\$272.00
1318	Standard Proctor Test(ASTM D 698)	3.00	Each	160.00	\$480.00
1162	Sieve analysis with 200 wash (ASTM C 136 and C 117), per sample	4.00	Each	120.00	\$480.00
1861	CMT Trip Charge	27.00	Each	15.00	\$405.00
Activity 1.2	Concrete Observations and Testing				\$14,151.00
260	Concrete Observations	41.00	Hour	78.00	\$3,198.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Stairs	4.00	Trips	1.00	4.00
	Grade Beams	2.00	Trips	1.00	2.00
	Retaining Wall	15.00	Trips	1.00	15.00
	Footings	4.00	Trips	1.00	4.00
	Retaining Wall Epoxy Anchors	4.00	Trips	4.00	16.00
261	Concrete Testing	68.00	Hour	68.00	\$4,624.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Stairs	4.00	Trips	2.00	8.00
	Grade Beams	2.00	Trips	2.00	4.00
	Retaining Wall	15.00	Trips	2.00	30.00
	Footings	4.00	Trips	2.00	8.00
	Slab On Grade	2.00	Trips	2.00	4.00
	Sidewalks	5.00	Trips	2.00	10.00
	Curb & Gutter	2.00	Trips	2.00	4.00
1364	Compressive strength of concrete cylinders (ASTM C 39), per specimen	156.00	Each	24.00	\$3,744.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Stairs	4.00	Set	5.00	20.00
	Grade Beams	2.00	Set	5.00	10.00
	Retaining Wall	15.00	Set	5.00	75.00
	Footings	4.00	Set	5.00	20.00
	Slab on Grade	2.00	Set	5.00	10.00
	Sidewalks	5.00	Set	3.00	15.00
	Curb & Gutter	2.00	Set	3.00	6.00

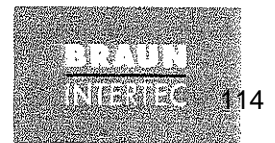
HOCHS Parking Lot Improvements

1861	CMT Trip Charge	59.00	Each	15.00	\$885.00
278	Concrete Cylinder Pick up	25.00	Hour	68.00	\$1,700.00
Activity 1.3	Structural Steel Observations				\$1,206.00
605	ICC Structural Steel Technician	12.00	Hour	88.00	\$1,056.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	<i>Stair Inspection</i>	2.00	Trips	6.00	12.00
1664	NDE Trip charge	2.00	Each	75.00	\$150.00
Activity 1.4	Pavement Observations & Testing				\$249.00
211	Proofroll Observations	3.00	Hour	78.00	\$234.00
1861	CMT Trip Charge	1.00	Each	15.00	\$15.00
Activity 1.5	Project Management, Engineering Review & Oversight				\$1,640.00
238	Project Assistant	8.00	Hour	70.00	\$560.00
226	Project Manager	8.00	Hour	135.00	\$1,080.00
Phase 1 Total:					\$22,471.00

Proposal Total:	\$22,471.00
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General Conditions

Construction Material Testing and Special Inspections



Section 1: Our Agreement

1.1 Our agreement ("Agreement") with you consists of these General Conditions and the accompanying written proposal or authorization. This Agreement is our entire agreement. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other form to authorize our services, any conflicting or additional terms are not part of our Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to withdraw our proposal without liability to you or others, and you will compensate us for services already rendered.

Section 2: Our Responsibilities

2.1 We will provide the services specifically described in our Agreement with you. You agree that we are not responsible for services that are not fairly included in our specific undertaking. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and, further, that site conditions may change over time.

2.4 Our duties do not include supervising your contractors or commenting on, overseeing, or providing the means and methods of their work, unless we accept such duties in writing. We will not be responsible for the failure of your contractors to perform in accordance with their undertakings, and the providing of our services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, job, or site health or safety unless we accept that duty in writing.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Estimates of our fees or other project costs will be based on information available to us and on our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed our work.

3.2 You will provide access to the site. In the course of our work some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of normal damage in the estimated charges.

3.3 If we notify you that radiographic or gamma ray equipment or other nuclear testing or measuring device will be used, you will be responsible for the cooperation of your employees and your contractors in observing all radiation safety standards.

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials at the work site. If we observe or suspect the presence of contaminants not anticipated in our Agreement, we may terminate our work without liability to you or to others, and we will be paid for the services we have provided.

3.5 The time our field personnel spend on the job site depends upon the scheduling of the work we are observing or testing. You agree that any changes in scheduling may result in additional costs and agree to pay for those services at the rates listed in our cost estimate.

3.6 You agree to include us as an indemnified party in your contracts, if any, for work by others on the project, protecting us to the same degree as you are protected. You agree to list us as an Additional Insured under your liability insurance policies and to require subrogation be waived against us and that we will be added as an Additional Insured on all policies of insurance, including any policies required of your contractors or subcontractors, covering any construction or development activities to be performed on the project site.

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report(s) in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property but are subject to a license to you for your use in the related project for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. You agree to indemnify and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use. At your request, we will provide endorsements of our reports or letters of reliance, but only if the recipients agree to be bound by the terms of our Agreement with you and only if we are paid the administrative fee stated in our then current Schedule of Charges.

4.3 Because electronic documents may be modified intentionally or inadvertently, you agree that we will not be liable for damages resulting from change in an electronic document occurring after we transmit it to you.

4.4 If you do not pay for our services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.5 Electronic data, reports, photographs, samples and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for services as agreed upon or according to our then current Schedule of Charges if there is no other written agreement as to price. An estimated cost is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices on receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice another, we will do so, but you agree to be responsible for our compensation unless you provide us with that person's written acceptance of all terms of our Agreement and we agree to extend credit to that person and to release you.

5.4 Your obligation to pay for our services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of lawsuit in which we are not involved, your successful completion of a project, receipt of payment from another, or any other event. No retainage will be withheld.

5.5 If you do not pay us within 60 days of invoice date, you agree to reimburse our expenses, including but not limited to attorney fees, staff time, and other costs of collection.

5.6 You agree to compensate us in accordance with our fee schedule if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work change, or if changed labor union conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice and we will receive an equitable adjustment of our compensation. If you and we do not reach agreement on such compensation within 30 days of our written application, we may terminate without liability to you or others.

5.8 If you fail to pay us within 60 days following invoice date, we may consider the default a total breach of our Agreement and, at our option, terminate our duties without liability to you or to others.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right of offset as to fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 Neither of us will be liable for special, incidental, consequential, or punitive damages, including but not limited to those arising from delay, loss of use, loss of profits or revenue, loss of financing commitments or fees, or the cost of capital.

6.3 We will not be liable for damages unless suit is commenced within two years of the date of injury or loss or within two years of the date of substantial completion of our services, whichever is earlier. We will not be liable unless you have notified us of the discovery of the claimed breach of contract, negligent act, or omission within 30 days of the date of discovery and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services.

6.4 For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for our services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of our Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken. This increased fee is not the purchase of insurance.

6.5 You agree to indemnify us from all liability to others in excess of the risk allocation stated above and to insure this obligation.

6.6 The prevailing party in any action relating to this Agreement shall be entitled to recover

its costs and expenses, including reasonable attorney fees, staff time, and expert witness fees.

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6.7 The law of the state in which our servicing office is located will govern all disputes. Each of us waives trial by jury. No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual employees.

Section 7: General Indemnification

7.1 We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our sole negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.


8.3 Neither of us will assign nor transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 Our Agreement may be terminated early only in writing. We will receive an equitable adjustment of our compensation in the event of early termination.

8.5 If a provision of this Agreement is invalid or illegal, all other provisions shall remain in full force and effect.

MEMORANDUM

TO: Bill Hanson, Director of Business Services

FROM: Jason Barsness, Coordinator of Health, Safety & Environmental Management 

DATE: July 19, 2016

RE: **Contract for 3-Year Asbestos Re-inspection and Management Plan Updating**

The attached contract between ISD 709 and Twin Ports Testing, Inc. is for asbestos consulting work for the 3-Year Asbestos Re-inspection and Management Plan updating. Twin Ports Testing, Inc. will be updating our AHERA Management Plan taking into account any asbestos abatement for 12 buildings.

Attached for your signature please find two (2) copies of the contract between ISD 709 and Twin Ports Testing, Inc. for the asbestos consulting services. After review, please sign and return to the Facilities Management office for processing.

If you have any questions, please contact me at extension 3240.

Thank you.

cc: Kerry Leider

AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of July, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Twin Ports Testing, Inc., an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for 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 5, 2016, and shall remain in effect until September 27, 2016, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.**
 1. Consultant shall perform that work requested from time to time by the authorized representatives of the District. Consultant shall perform only that work specifically requested by the District. Except as otherwise specifically agreed, no specific or minimum amount of work is guaranteed by this Contract, and the District shall use such consulting services as it chooses and in its sole discretion. The Consultant shall advise the District if it recommends that other work or additional work be performed.
 2. The work to be performed by Consultant is described as follows: Outlined in the Scope of Work section of RFP #303.
3. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Printed Memoranda of Agreement and Title Sheet;
 2. Contractors Insurance Policy;
 3. Supplementary Conditions and Insurance Requirements;
 4. RFP #303; and
 5. Any other documents identified by the District.
4. **Background Check .** N/A
5. **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 \$12,920.00, additionally, if bulk sampling is necessary, each bulk sample shall not exceed \$30.00 per sample unless authorized in advance by the District. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.

6. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by 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.

7. **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, or to seek other damages.

8. **Ownership of Materials.** The District reserves the rights to reproduce the documents that are the subject of the Contract, in any form, in any fashion, or appropriate the contents of the documents, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

9. **Independent Contractor.** Both the District and Contractor agree that the Contractor will act as an independent contractor in the performance of its duties under this Agreement and is not an employee of the District. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

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

10. **Indemnity and Defense of 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.

11. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Kerry M. Leider, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail care of Tracy Jacobs, Twin Ports Testing, Inc., 3101 North 3rd Street, Superior, WI 54880.

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

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

14. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota without regard to conflict of laws considerations.

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

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

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

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

17. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

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

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

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

20. **Workers' Compensation Insurance:** Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in

accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

21. **Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract and maintain coverage not excluding asbestos hazards. The District shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in at least the amount of \$1,500,000.

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

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

<u>District Employee</u>	<u>Position</u>
William Hanson	Director of Business Services

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

<u>District Employee</u>	<u>Position</u>
Jason M. Barsness	Coordinator of Health, Safety & Environmental Management

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

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

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

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

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

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

WC Hansen
CFO/Executive Director of Business Services

Judy Jacobs
By

IH Services Manager
Title

410 990975
Taxpayer Identification Number

Proposal

Driveways - Parking Lots - Seal Coating
All Your Blacktop Needs
 Steve Sinnott and Scott Sinnott
 327 2nd Street, Proctor, MN 55810
 www.SinnottBlacktop.com



Duluth: 218-626-1822

Fax: 218-740-3465

Toll Free: 866-626-1822

Client Name:	City of Duluth	Project Name:	Congdon Elementary School
Address:	215 N 1st Ave E	Address:	
City, State, Zip:	Duluth, MN 55812	City, State, Zip:	Duluth, MN 55812
Phone:	343-0275	Fax:	
		Date:	7/18/2016

We hereby submit specifications and estimates for:

- Excavate area as shown for proper grade
- Furnish and Install Geotextile Stabilization Fabric
- Furnish and install 8" Recycled Concrete
- Prepare, Shape and Compact sub base for final grade
- Labor and Material

Total Sub Base Prep: \$2,300.00

- Furnish and install 4" Compacted MN Spec Bituminous
- Labor and Material

Total Paving: \$2,600.00

- 2" Non Wear
- 2" Wear course

Excavated SqFt: 436 Bituminous SqFt: 436

"ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS. UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE"

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Four Thousand Nine Hundred Dollars and No Cents dollars: \$4,900.00

All materials to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Sinnott Blacktop, Inc will not be held liable for damage to indicated wires, or heavy equipment crossing existing concrete or pavement.

Authorized Signature: *[Handwritten Signature]*

Note: This proposal may be withdrawn by us if not accepted within 15 days

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. "It is agreed that if payment as indicated herein is unpaid after 10 days of job completion, customer will agree to pay a finance charge of 1.5% per month on any unpaid balance. This is an annual percentage rate of 18%. Further, it is agreed that in the event contractor commences legal action to enforce payment, customer will be responsible for all collection costs, including, but not limited to attorney's fees associated with any legal action.

Date of Acceptance: 7/19/14

Signature: *[Handwritten Signature]*

Proposal



Driveways - Parking Lots - Seal Coating
 All Your Blacktop Needs
 Steve Sinnott and Scott Sinnott
 327 2nd Street, Proctor, MN 55810
 www.SinnottBlacktop.com



Duluth: 218-626-1822

Fax: 218-740-3465

Toll Free: 866-626-1822

Client Name:	City of Duluth	Project Name:	East High School / Speed Bump Repair
Address:	215 N 1st Ave E	Address:	
City, State, Zip:	Duluth, MN 55812	City, State, Zip:	Duluth, MN 55812
Phone:	343-0275	Fax:	
		Date:	7/18/2016

We hereby submit specifications and estimates for:

Saw cut areas as specified

Excavate area as shown for proper grade 4"

Furnish and install 2" Recycled Concrete

Prepare, Shape and Compact sub base for final grade

Labor and Material

Total Sub Base Prep: \$1,200.00

Furnish and install 6" Compacted MN Spec Bituminous

Labor and Material

Total Paving: \$2,400.00

Sawcutting areas will ensure the strongest bond for longevity

Excavated SqFt: 456

Bituminous SqFt: 456

"ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS. UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE"

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Three Thousand Six Hundred Dollars and No Cents

dollars: \$3,600.00

All materials to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control Sinnott Blacktop, Inc will not be held liable for damage to unlocated wires, or heavy equipment crossing existing concrete or pavement

Authorized Signature:

Note: This proposal may be withdrawn by us if not accepted within 15 days

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. It is agreed that if payment as indicated herein is unpaid after 10 days of job completion, customer will agree to pay a finance charge of 1.5% per month on any unpaid balance. This is an annual percentage rate of 18%. Further, it is agreed that in the event contractor commences legal action to enforce payment, customer will be responsible for all collection costs, including, but not limited to attorney's fees associated with any legal action.

Date of Acceptance:

7/19/16

Signature:

MUTUAL AGREEMENT FOR STUDENT TEACHING

This agreement is entered into between the Board of Saint Mary's University of Minnesota, 700 Terrace Heights, Winona, Minnesota 55987-1399 with a campus at 2500 Park Avenue, Minneapolis, MN 55404-4403 (hereafter University) and ISD 709, Duluth Public Schools, 215 North First Ave. East, Duluth, MN 55802 (hereafter School).

1. Saint Mary's University agrees that:

- a. It will place at the School only student teachers who are eligible for such placement under State and University rules, and School Board regulations. All placements will initiate through and be approved by the Schools Office of the Assistant Superintendent.
- b. It will pay to the cooperating teacher/school district an amount not to exceed \$250.00 per semester for each student teacher placed in the school and, \$100.00 to the school district for a four-week student teaching content specialty area placement.
- c. It will provide regular student teaching supervision by State qualified University designees.
- d. It will cooperate with the School in the development and implementation of the Student Teaching Program.
- e. That all records and data received by the University as a result of this agreement will be treated by the University in accordance with the terms of the Minnesota Government Data Practices Act and all federal laws and rules pertinent thereto.
- f. The University will complete a background check on the University student. The University will immediately notify the Facility if a student is or has been disqualified from participating in the program. The University is not required to disclose to the Facility the basis for the disqualification. The Facility may request a copy of a background check from the student, and the student shall be responsible for submitting the records to the Facility. Such data need only be submitted to the Facility upon request.
- g. The University will indemnify, defend, and hold harmless the School, its governing board, officers, faculty, agents, and employees from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses arising, either directly or indirectly, from any act or failure to act by the University or any of its employees that may occur during the course of or which arise out of the performance of this Agreement.

2. The School agrees that:

- a. It will supply to the student teacher so placed by the University an opportunity to work in a teaching-learning situation under the supervision of a practicing teacher who holds a continuing license and has at least three years total teaching experience.
- b. It will cooperate with the University in the development and implementation of the Student Teaching Program.
- c. It shall provide appropriate supervision of the student teacher pursuant to rules promulgated by its board. Such rules may not conflict with any minimum requirements established by the State or the University with regards to the Student Teaching Program.
- d. It shall immediately notify the University if there is a change in licensure status of any practicing teacher providing supervision to any student teacher assigned hereunder.

- e. It shall not replace any of its employees, not fill any vacancies normally filled by an employee with a student teacher assigned under this agreement. Therefore, a student teacher shall not act as a substitute teacher.
- f. It shall reserve the right to deny a student teaching opportunity to an applicant and to terminate a student teaching assignment for cause or lack of funding.
- g. It shall consider and that all records and data regarding a student teacher, whether such records or data are received from the University of the student teacher or are generated by the School, as records and data subject to the provisions of Minnesota Status Section 13.01 *et seq.*, Minnesota Rules part 1205.0100 *et seq.*, 20 U.S.C. 1232 g and C.F.R. Section 99.1 *et seq.* The School shall comply with the provisions of these State and Federal statues an regulations as applied to records and data regarding any student teacher placed at the School pursuant to this agreement as though such statues and regulations were fully applicable to the School.
- h. The School will indemnify, defend, and hold harmless the University, its governing board, officers, faculty, agents, and employees from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses arising, either directly or indirectly, from any act or failure to act by the School or any of its employees, which may occur during the course or which may arise out of the performance of this Agreement.

3. General Provisions

- a. The terms of this agreement shall commence January 1, 2016 and end January 1, 2018 (a two year period).
- b. The School or University shall neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the other party.
- c. Any amendments to this agreement shall be in writing.
- d. Both parties agree to be bound by the laws and regulations of the State and Federal Governments including all provisions in regard to discrimination and the Americans With Disabilities Act (ADA) and/or Section 504 of the Rehabilitations Act of 1973.

APPROVED:

INDEPENDENT SCHOOL DISTRICT: **Duluth Public Schools -**

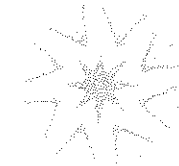
DATE: August 2, 2016 NAME: W. K. Hanson
 TITLE: CFO

SAINT MARY'S UNIVERSITY OF MINNESOTA

DATE: 5/2/16 NAME: Rebecca J. Hopkins, Ed. D.
 TITLE: Dean of Education
Rebecca Hopkins

F.Y.	CostCenter	Obj. Code	Amount	Vendor#	P.O #
2017	57000		\$2000		TBD

71060



Minnesota
STATE COLLEGES
& UNIVERSITIES

**FACILITIES USE AGREEMENT
OFF-CAMPUS FACILITIES ONLY**

THIS FACILITIES USE AGREEMENT is between Independent School District #709 ("Licensor"), 215 N 1st Ave East, Duluth MN 55802-2069 ("Licensor") and the State of Minnesota, by and through the Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Lake Superior College, 2101 Trinity Road, Duluth MN ("MnSCU").

1. **PERMITTED USE.** Licensor agrees to allow MnSCU use of the following (hereinafter defined as the "Space"):

Location: Field at former Central High School

Date and Time: August 1, 2016 – October 15, 2016

Description

of Activity or Event: LSC Men's and Women's Soccer Practice

2. **FEE.** For its use of the Space, MnSCU agrees to pay to Licensor a fee of \$1000.00 (One Thousand and 00/100 Dollars) for use of the field, and up to \$1000.00 (One Thousand and 00/100 Dollars) for mowing and lining of the field (\$360 for initial set-up and \$160 per LSC request) as needed, which shall be payable within 30 (30) days of MnSCUs' receipt of Licensor's invoice.
3. **TERM OF AGREEMENT; CANCELLATION.** This agreement shall be effective as of July 1, 2016 or the date when the final required signature is obtained by MnSCU, and shall remain in effect until October 15, 2016. This agreement may be canceled by either party at any time, for any reason, upon 30 (thirty) days written notice to the other party. Licensor expressly understands and agrees that this agreement is not intended to and does not create a landlord-tenant relationship between the parties.
4. **AUTHORIZED REPRESENTATIVES.**
All notices, requests, and other communications between Licensor and MnSCU that are required or that Licensor or MnSCU elect to deliver shall be deemed sufficiently given or rendered if in writing and delivered to either party personally, by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid,

(return receipt required) addressed as follows:

MnSCU's authorized agent:

Name/Title: Mike Seymour,
Vice President of Academic & Student Affairs
Address: 2101 Trinity Road, Duluth, MN 55811
Telephone: 218-733-7628

Licensor's authorized agent:

Name: Bill Hanson, Executive Director
Address: 215 N 1st Ave E, Duluth, MN 55802-2069
Telephone: 218-336-8704

5. **MAINTENANCE OF SPACE.** MnSCU agrees to maintain the Space in a reasonably clean and sanitary condition. Licensor shall provide the following:
- ;
 - a. parking
 - b.
 - c. any necessary keys or access codes;
 - f. mowing of field per ISD709 schedule with additional requests to mow and line an additional One Hundred Sixty and 00/100 Dollars (\$160) per LSC request

Licensor shall allow MnSCU to place temporary signs directing students and other attendees to its event.

6. **SITE HOURS.** The Site hours are 8:00 am -- 9:30 pm. MnSCU may access the space during the specified hours and is responsible for securing the field and site if used after 4:30 pm .
7. **RULES AND REGULATIONS.** MnSCU agrees to comply with the site rules and regulations attached as **Exhibit C** during its use of the field parking lots and driveways which are not inconsistent with this agreement, MnSCU board policies and applicable laws.
8. **LIABILITY.** Except as relates to the actual process and labor effort of mowing and field lining performed by the Licensor, the MnSCU agrees to accept all liability related to its use of the Space, and accepts the property AS-IS and MnSCU will perform any inspection, evaluation and repair necessary to allow the safety of its students and coaches or others while on the site. The Licensor shall not be considered responsible or required to make any changes or modifications to the Space. MnSCU accepts the space in its current condition. The MnSCU will perform all alterations or improvements it considers appropriate or necessary for the safe use the Space related to the MnSCU LSC Men's and Women's Soccer Practice and the participants related activity on the Licensor's premises associated with the Space. The State's and MnSCU's liability under this Agreement is governed by the Minnesota Tort Claims Act, Minnesota Statutes §3.736 and other applicable laws.

9. **INSURANCE.** MnSCU maintains commercial general liability insurance in compliance with the Tort Claims limits set forth in Minn. Stat. §3.736, subd. 4, as amended. MnSCU shall name Licensor as an additional insured. MnSCU shall maintain this coverage at its sole expense during its use of the field parking lots and driveways. For purposes of this Agreement, Licensor shall maintain applicable insurance coverage consistent with the coverages outlined on **Exhibit A**, attached hereto and made a part of this Facilities Use Agreement.

Licensor shall maintain coverages at its sole expense during the term of this Agreement. MnSCU and Licensor shall provide each other with certificates of insurance, upon request. Coverage afforded under these policies shall not be cancelled without at least thirty (30) days advance written notice to the certificate holder. Each party, at its sole expense, shall provide and maintain workers' compensation insurance as such party may be required to obtain by law. MnSCU is self-insured for workers' compensation purposes, and any such insurance extends only to employees of MnSCU, not to students.

10. **MINNESOTA DATA PRACTICES ACT.** MnSCU and Licensor agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, with regard to data related to this Agreement.
11. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE.** Licensor is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. section 12101, et seq., and any regulations promulgated pursuant to the Act.
12. **AUDIT.** The books, records, documents, and accounting procedures and practices of the Licensor relevant to this contract shall be subject to examination by MnSCU and the Legislative Auditor for a minimum of six (6) years from the end of the agreement.
13. **ASSIGNMENT; AMENDMENTS.** Neither party shall assign nor transfer any rights or obligations under this agreement without the prior written consent of the other party. All amendments to this agreement shall be in writing and executed by a duly authorized representative of each party.
14. **BREACH.** In the event that Licensor breaches this Agreement, MnSCU shall have the right to immediately terminate this Agreement, as well as any other remedy available at law or equity.
15. **GOVERNING LAW; VENUE.** This Agreement, including all exhibits, amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16. **ENTIRE AGREEMENT.** This Agreement (including any exhibits, as shown below) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement supersedes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement.
- Agreement
 - **EXHIBIT A, General Insurance Requirements**
 - **EXHIBIT B, Site Plan showing Space permitted for use under this Agreement**

17. **SPECIAL PROVISIONS.** NONE


Signature Page for Facilities Use Agreement – Off-Campus Facilities Only

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

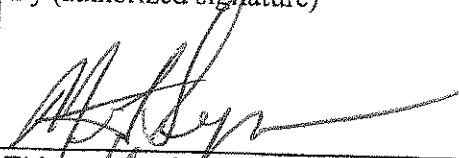
APPROVED:

1. LICENSOR: Independent School District #709

Licensor certifies that the appropriate person(s) have executed the Agreement on behalf of Licensor as required by applicable articles, bylaws, resolutions, or ordinances.

By (authorized signature)	
	
Title	CFO
Date	7/13/16

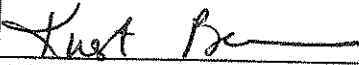
2. MNCSU: STATE OF MINNESOTA BY AND THROUGH THE BOARD OF TRUSTEES OF MINNESOTA STATE COLLEGES AND UNIVERSITIES, ON BEHALF OF Lake Superior College

By (authorized signature)	
	
Title	V. P. A&A
Date	7/18/16

3. AS TO ENCUMBRANCE:

4.

AS TO FORM AND EXECUTION:

By (authorized signature)	
	
Title	Admin Asst
Date	7/18/16


By (authorized signature)	
Alan Filkayson 	
Title	Vice President of Administration
Date	7/18/16

EXHIBIT A

GENERAL INSURANCE REQUIREMENTS

1. Workers' Compensation Insurance

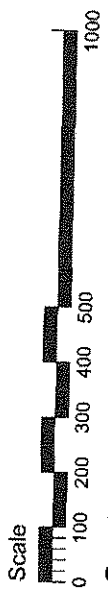
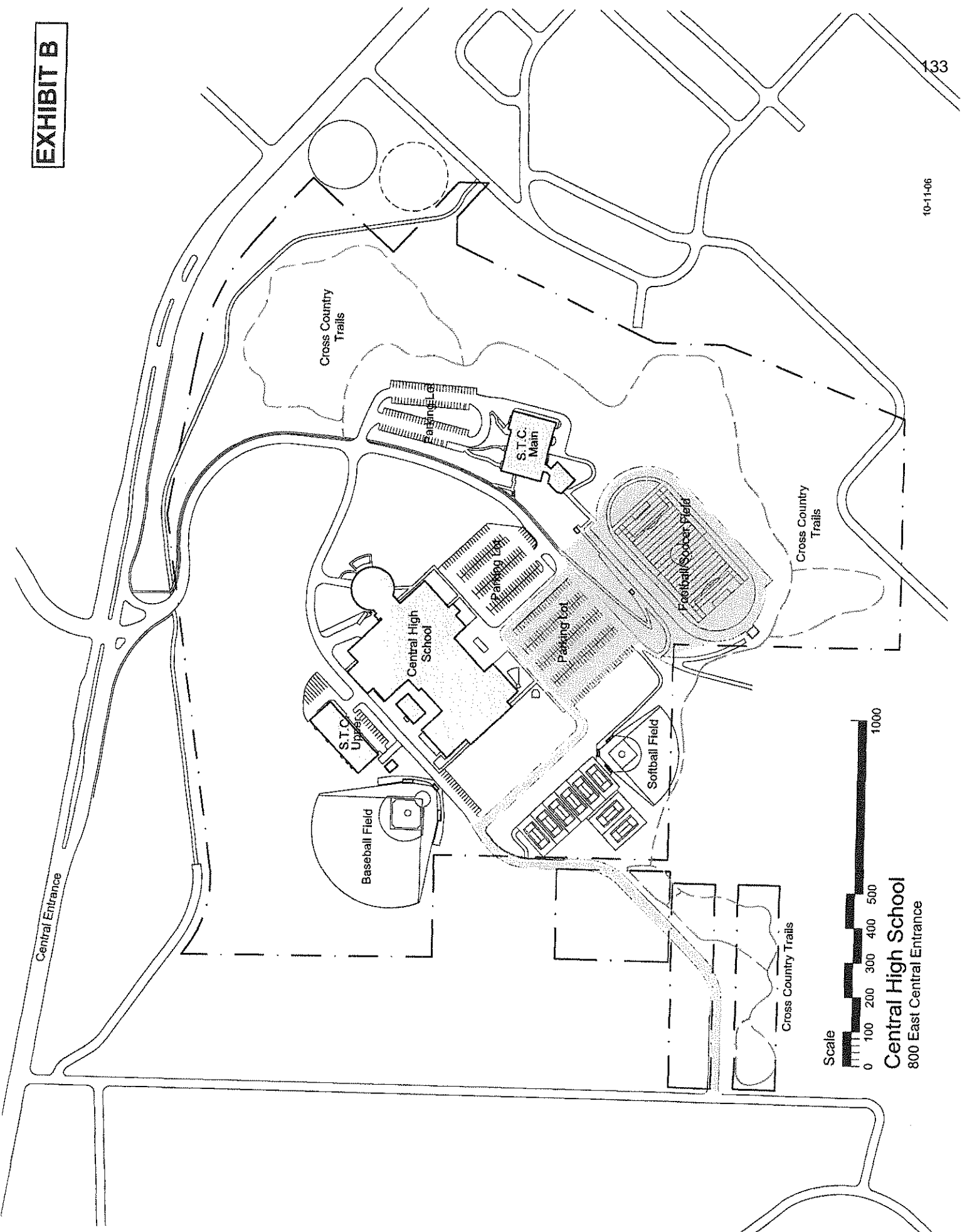
- A. Statutory Compensation Coverage
- B. Coverage B – Employers Liability with limits of not less than:
 - \$100,000 Bodily Injury by Disease per Employee
 - \$500,000 Bodily Injury by Disease Aggregate
 - \$100,000 Bodily Injury by Accident

2. General Liability Insurance

- A. Minimum Limits of Liability:
 - \$2,000,000 – Per Occurrence
 - \$2,000,000 – Annual Aggregate
 - \$2,000,000 – Annual Aggregate applying to Products/Completed Operations
- B. Coverages:
 - X Premises and Operations Bodily Injury and Property Damage
 - X Personal & Advertising Injury
 - X Blanket Contractual
 - X Products and Completed Operations
 - X Other; if applicable, please list
 - X State of Minnesota or Minnesota State Colleges and Universities named as Additional Insured

Additional Insurance Conditions

- The State of Minnesota's policy(ies) shall be primary insurance with respect to any claim arising out of the MnSCU Activity authorized under this Agreement.



Central High School
800 East Central Entrance



State of Minnesota
Risk Management Fund
 310 Centennial Office Building
 658 Cedar Street
 St. Paul, MN 55155
 (651) 201-2593

Certificate of Coverage

This is to certify that coverage described below is effective per the applicable statutory authority referenced. This certificate is not a policy or a binder of insurance and does not in any way alter, amend or extend the coverage afforded by any reference herein. The coverage is subject to all terms and conditions of the statutory authority.

Insured: MNSCU-Lake Superior College-X56000 2101 Trinity Road Duluth, MN 55811	Policy Number: 0021PK17 Policy Term: 07/01/2016 to 07/01/2017 Date Certificate Issued: 07/13/2016 Certificate Number: 21376
---	--

Type of Coverage	Limits and Deductibles	
Commercial General Liability	Policy Limits	\$500,000 \$1,500,000
		Bodily Injury and Property Damage per Person Bodily Injury and Property Damage per Occurrence Subject to Provisions of M.S. 3.732 and M.S. 3.736

STATUTORY REFERENCES

*Automobile Liability - Minnesota Statute 65B Self-Insured Number is A-1046 as assigned by the MN Department of Commerce
 General Liability - Minnesota Statutes 3.732 and 3.736.*

DATES OF COVERAGE: 07/01/2016 to 07/01/2017

DESCRIPTION OF COVERAGE: Evidence of Insurance as respects the Lake Superior College's Intercollegiate Soccer Program and the use of the the Lincoln Park Middle School Field and the Old Central High School Field for practices bduring Fiscal Year 2017 - 07/01/2016 - 07/01/2017.

Independent School District 709 and Duluth Public Schools are Additional Insureds as respects this event only.

ISSUED TO:
 Independent School District 709
 Duluth Public Schools
 Attn: Kerry Leider - Risk Manager
 215 North 1st Avenue East
 Duluth, MN 55802

ISSUED BY: RISK MANAGEMENT DIVISION

Authorized Signature

Email: Kerry.Leider@isd709.org

Facilities Management – Maintenance and Operations - General

In the past month the maintenance crews have completed 316 work orders, and are currently working on 452 open work orders.

Facilities maintenance trade crews are currently scheduled to be at Piedmont and Stowe.

Re-commissioning efforts continue at 4 sites as mentioned last month, and results should be presented to the District this month.

Speed bumps will be installed at EHS on Greyhound Drive.

Air conditioning is being installed in a portion of the Transportation Building to improve air quality.

Capital Construction:

Ongoing - Facilities is working with design professionals, as well as time and material contractors to facilitate the completion of the School Board approved projects related to the remaining LRFP fund balance.

MWE tuck-pointing and window replacement project is progressing quickly.

Installation of the EHS visitor management doors has started and will be completed by end of August.

Johnson-Wilson Constructors is making good progress on the new Design Center at Denfeld High School. We have had some challenges but schedule remains on track.

The HOCHS 3rd street parking lot project has begun. This project presents some difficult challenges due to late start and City permit challenges. Options are being explored to expedite remaining work, but completion after school start is likely for parking spaces. Public entrance should be complete on time.

The new data cabling and camera installation project at HOCHS is close to completion.

Construction efforts are going well on the Unity Gym remodeling project, completion by before start of school expected.

Construction has started and good progress has been made on the Lowell office remodel project. This work will align the Lowell office layout and traffic pattern with all other elementary site offices.

The East High School Monument Sign will be moved from OEMS to EHS, with a new foundation being constructed at EHS.

Punchlist items have been completed for the HOCHS retaining wall project and final payment will be made to the contractor.

Building Operations

Operations staff continues to summer clean our sites throughout the district while maintaining our buildings for community use simultaneously. Several engineers are participating in weekly classes throughout the summer to receive a Building Operators Certification (BOC). Topics such as energy efficiency, HVAC fundamentals, lighting, and indoor environmental quality will be touched throughout the BOC classes. Operations is seeking hourly custodians to help out with summer cleaning duties during the summer months and to substitute for custodians as needed during the school year.

Health, Safety & Environmental Management

- Environmental/Health/Safety
 - The asbestos containing tunnel at HOCHS is approved to be removed and/or encapsulated within the next week.
 - Asbestos piping in the boiler room at HOCHS was abated prior to the parking lot renovation
 - AHERA 3 year asbestos contract was awarded to Twin Ports Testing who will begin the inspections the first week of August.
 - Asbestos Inspector refresher training was completed by Jason Barsness
 - Asbestos O&M Initial Training was completed by Reid Johnson
 - Fire inspections for Garfield and Transportation were rescheduled for August 1st due to storm related power outages.
 - Rubber belting was ordered and is being cut to lay down on the Stowe playground for accessibility to the swings next year.
 - A chemical cabinet was delivered to the East greenhouse to separate fertilizers, etc.
- Emergency Response
 - Classroom guides were received and will be sorted and ready for shipment to the schools prior to school start this fall.
- Workers' Compensation Activities
 - OSHA Recordables- 0.

Incidents Reported: 1 injury reported

Risk Management

There have been no significant reportable incidents or claims relating to insurance policies for general liability, property, auto, and school leader's legal liability.

The annual insurance policies for property, crime, inland marine, general liability, business automobile, worker's compensation and umbrella were all bound by August 1, 2016 with the assistance of Marsh and McLennan Agency.

GL Transactions by Object Code within Org. Key

GL Ledger Code:
Fiscal Year:

Grand Total: _____ 0.00 _____ 0.00 _____ 137 0.00