

Business Committee - Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, April 18, 2017

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

6:30 PM

1. **Financial Report**
 - A. Financial Report 5
 - B. Approval of Payment of Claims
This item is attached as an "extra".
 - C. Budget Revisions 30
 - D. Wire Transfers 32
 - E. Investment Transactions 33
 - F. APU Projections 34
 - G. Fundraisers 35
2. **Bids, R.F.P.s and Quotes Reports**
 - A. Bids
 - 1) **PLACEHOLDER - Bid 1257 Network Infrastructure** **36**
 - B. R.F.P.s - None
 - C. Quotes
 - 1) Quote #4258 - District-wide Bricklayer Labor Services 37
Quotes were solicited from six contractors for the District-wide Bricklayer Labor Services. It is recommended the Duluth School Board approve entering into a contract with Stretar Masonry & Concrete based on their quote with an estimated value of \$22,500.00.

Recommendation: It is recommended that the Duluth School Board approve entering into a contract with Stretar Masonry & Concrete for a total estimated value of \$22,550.00 for the Period of July 1, 2017 through June 30, 2018. It is also recommended that the Duluth School Board approve the option to renew this contract for two (2) additional one-year periods if the amount is determined acceptable by the Director of Business Services and the Facilities Manager.

 - 2) Quote #4259 - District-wide Flooring Installation Labor Services 44
Quotes were solicited from three contractors for the District-wide Flooring Installation Labor Services. It is recommended the Duluth School Board approve entering into a contract with Johnson's Carpet One based on their quote with an estimated value of \$6,195.00.

Recommendation: It is recommended that the Duluth School Board approve

entering into a contract with Johnson's Carpet One for a total estimated value of \$6,195.00 for the Period of July 1, 2017 through June 30, 2018. It is also recommended that the Duluth School Board approve the option to renew this contract for two (2) additional one-year periods if the amount is determined acceptable by the Director of Business Services and the Facilities Manager.

3) Quote #4260 - District-wide Annual Service and Maintenance of Emergency Generators 51

Quotes were solicited from six contractors for the District-wide Annual Service and Maintenance of Emergency Generators. It is recommended the Duluth School Board approve entering into a contract with Cummins Sales & Services based on their quote with an estimated value of \$4,943.96.

Recommendation: It is recommended that the Duluth School Board approve entering into a contract with Cummins Sales & Services for a total estimated value of \$4,943.96 for the Period of July 1, 2017 through June 30, 2018. It is also recommended that the Duluth School Board approve the option to renew this contract for two (2) additional one-year periods if the amount is determined acceptable by the Director of Business Services and the Facilities Manager.

4) Quote #4261 - District-wide Plumbing Labor 58

Quotes were solicited from six contractors for the District-wide Plumbing Labor. It is recommended the Duluth School Board approve entering into a contract with The Jamar Company based on their quote with an estimated value of \$25,898.00.

Recommendation: It is recommended that the Duluth School Board approve entering into a contract with The Jamar Company for a total estimated value of \$25,898.00 for the Period of July 1, 2017 through June 30, 2018. It is also recommended that the Duluth School Board approve the option to renew this contract for two (2) additional one-year periods if the amount is determined acceptable by the Director of Business Services and the Facilities Manager.

5) Quote #4262 - District-wide Roofing Labor 65

Quotes were solicited from four contractors for the District-wide Roofing Labor. It is recommended the Duluth School Board approve entering into a contract with The Jamar Company based on their quote with an estimated value of \$31,150.00.

Recommendation: It is recommended that the Duluth School Board approve entering into a contract with The Jamar Company for a total estimated value of \$31,150.00 for the Period of July 1, 2017 through June 30, 2018. It is also

recommended that the Duluth School Board approve the option to renew this contract for two (2) additional one-year periods if the amount is determined acceptable by the Director of Business Services and the Facilities Manager.

3. Policies and Regulations - None

4. Contracts, Change Orders, and Leases

A. Contracts

1) Design Services for the Woodland Hills/Rockridge Design Project 72
Attached are the Phase II proposal and agreement to develop plans and specifications to facilitate re-construction of Rockridge elementary to house the Woodland Hills program. The total fee for Phase II work as identified in the attached proposal is based on 16 items of project understanding, including several key primary assumptions and criteria. One key assumption is that total construction costs to be \$2,500,000.00. If the project scope should change in a significant manner, both the District and Architectural Resources Inc. (ARI) reserve the right to re-negotiate these proposed fees.

The fee proposed to accomplish the identified services is a lump sum fee of \$155,000.00.

Recommendation: It is recommended that the Duluth School Board enter into an agreement with ARI for a total lump sum fee for Phase II in the amount of \$155,000.00. This fee does exclude needed site survey and geotechnical services.

2) PLACEHOLDER - Lake Superior Swim Club

B. Change Orders

1) PLACEHOLDER - Other Change Orders

C. Leases - None

5. Resolutions

A. B-4-17-3442 - Acceptance of Donations to Duluth Public Schools. 99

Recommendation: It is recommended that the Duluth School Board approve Resolution B-4-17-3442.

B. B-4-17-3443 - Release and Pledge of of Collateral 100

Recommendation: It is recommended that the Duluth School Board approve Resolution B-4-17-3443.

C. B-4-17-3444 - Adoption of Considerations and Investments 101

Recommendation: It is recommended that the Duluth School Board approve Resolution B-4-17-3444.

D. PLACEHOLDER - Sale of Property

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

A. Expenditure Contracts 111

Superintendent Gronseth or the CFO/Executive Director of Business has signed the following contracts during the month of March 2017.

B. <u>Revenue Contracts</u>	<u>184</u>
Superintendent Gronseth or the CFO/Executive Director of Business has signed the following contracts during the month of March 2017.	
C. <u>Other Contracts</u>	<u>192</u>
Superintendent Gronseth or the CFO/Executive Director of Business has signed the following contracts during the month of March 2017.	
D. <u>Change Orders Signed</u> - None	
E. <u>Facilities Management & Capital Project Status Report</u>	<u>200</u>
F. <u>Quarterly Grants and Donations</u>	<u>202</u>
January - March 2017	
G. <u>Informational Contracts</u>	<u>207</u>
The attached contracts were previously approved by School Board with the option to extend for two additional one-year periods. These are the first or second year extensions for your information.	
7. <u>Future Items</u>	
A. Duluth Energy Systems Steam Contract	
B. Woodland Hills Lease Renewal	
C. Playground Fall Protection Project Contract	
D. Policy Updates	

Duluth Public Schools - ISD 709
Cash Flow Report
Month Ending 02/28/17

	General		Food		Transportation		Community		Operating		Debt		Trust &		Student	
	Fund	1	2	3	4	5	6	7	8 & 9	10	11	12	13	14	15	16
Total																
Cash and investments	1/31/2017	\$ 144,593,398	\$ 818,212	\$ (3,104,521)	\$ 2,434,027	\$ (2,993,922)	\$ 1,060,169	\$ 127,353,030	\$ 1,712,478	\$ 334,331	\$ 1,126,239					
Receivables (increase)/decrease -		95,072	18,640	(94)	67,924	8,737	0			(136)						
Payables increase/(decrease) -		20,614	(92,698)	28,644	64,716	89,972	(70,020)									
Revenues increase/(decrease) -		12,053,504	7,359,888	370,508	449,318	167,122	3,513,401	1,662	687	74,326						
Expenditures (increase)/decrease -		(14,691,408)	(10,383,420)	(357,914)	(641,785)	(512,421)	(2,716,908)	(3,200)		(75,760)						
Cash and investments	2/28/2017	\$ 142,071,181	\$ 859,355	\$ (3,164,347)	\$ 2,187,438	\$ (2,267,448)	\$ 1,061,831	\$ 127,466,420	\$ 1,713,165	\$ 332,761	\$ 1,126,239					

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET			
	FY2017	FY2016	Variance \$	%	FY2017	FY2016	Variance \$	%	Adopted	Revised
Revenues										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$10,164	\$10,164
Interest	5	3	2	66.2	72	22	50	228.4	40	40
Tuition, Fees, Admissions	8	200	(192)	(96.0)	680	719	(39)	(5.5)	2,200	2,200
Other Local Revenues	76	29	47	162.3	527	655	(128)	(19.5)	260	422
State Sources	7,187	6,621	566	8.5	46,404	46,793	(389)	(0.8)	74,228	75,183
Federal Aids from MDE	84	9	75	830.7	2,551	2,347	204	8.7	5,871	6,091
Federal Direct Aids	0	114	(114)	(100.0)	45	44	1	2.4	135	141
Local Sales	0	0	0	N/A	0	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	7,360	6,976	384	5.5	50,279	50,580	(301)	(0.6)	92,898	94,242
Expenditures										
Salaries	4,476	4,472	(4)	(0.1)	30,557	30,199	(358)	(1.2)	55,296	55,849
Benefits	1,940	1,866	(74)	(4.0)	13,259	12,795	(464)	(3.6)	24,049	24,251
Purchased Services	482	549	67	12.3	3,970	4,045	75	1.8	6,962	7,373
Supplies & Materials	99	125	26	20.9	1,140	1,222	82	6.7	2,059	2,500
Chargebacks	0	0	0	N/A	(3)	(3)	(0)	(7.2)	(392)	(358)
Capital Expenditures	2	19	17	91.4	237	141	(96)	(68.2)	261	375
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	13	2	(11)	(573.7)	118	90	(28)	(30.8)	668	709
Total Expenditures	7,012	7,033	21	0.3	49,276	48,489	(789)	(1.6)	88,903	90,699
Transfers In (Out)	(3,371)	0	0	N/A	(3,371)	(4,183)	0	0.0	(3,371)	(3,371)
Operating Excess (Deficit)	(\$3,024)	(\$57)	(2,967)	(5,204.4)	(\$2,370)	(\$2,092)	(\$278)	(13.3)	\$624	\$172

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR - TO - DATE			ANNUAL BUDGET	
	\$		%	\$		%	Adopted	Revised
	FY2017	FY2016	Variance	FY2017	FY2016	Variance		
Lewy	\$0	\$0	N/A	\$0	\$0	N/A	\$9,678	\$9,678
Interest	5	3	66.2	72	22	228.4	40	40
Tuition, Fees, Admissions	8	12	(32.7)	449	504	(10.8)	1,712	1,712
Other Local Revenues	69	28	144.9	347	250	38.6	260	318
State Sources	7,117	6,599	7.8	45,350	45,958	(1.3)	64,284	64,677
Federal Aids from MDE	0	0	N/A	0	0	N/A	0	0
Federal Direct Aids	0	0	N/A	0	0	N/A	0	0
Local Sales	0	0	N/A	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	N/A	0	0	N/A	0	0
Total Revenues	7,198	6,642	8.4	46,218	46,734	(1.1)	75,974	76,425
Expenditures								
Salaries	3,761	3,730	(0.8)	25,585	25,134	(1.8)	46,407	46,650
Benefits	1,626	1,548	(5.1)	10,521	10,046	(4.7)	19,491	19,596
Purchased Services	445	493	9.7	3,618	3,536	(2.3)	6,209	6,228
Supplies & Materials	74	109	32.3	869	960	9.5	1,433	1,702
Chargebacks	0	0	N/A	(10)	(7)	45.7	(1,661)	(1,657)
Capital Expenditures	1	17	96.8	196	116	(68.8)	180	271
Debt Service	0	0	N/A	0	0	N/A	0	-
Other	0	0	N/A	71	58	(22.1)	(81)	(56)
Total Expenditures	5,908	5,897	(0.2)	40,849	39,843	(2.5)	71,978	72,733
Transfers In (Out)	(3,371)	0	N/A	(3,371)	(4,183)	0.0	(3,371)	(3,371)
Operating Excess (Deficit)	(\$2,080)	\$745	(379.3)	\$1,998	\$2,708	(26.2)	\$624	\$320

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET		
	\$			\$			%		
	FY2017	FY2016	Variance	FY2017	FY2016	Variance	Variance	Adopted	Revised
Levy	\$0	\$0	\$0	\$0	\$0	\$0	N/A	\$487	\$487
Interest	0	0	0	0	0	0	N/A	0	0
Tuition, Fees, Admissions	0	188	(188)	230	215	15	7.1	488	488
Other Local Revenues	8	1	7	181	405	(224)	(55.4)	0	105
State Sources	70	22	48	1,054	835	219	26.2	9,944	10,506
Federal Aids from MDE	84	9	75	2,551	2,347	204	8.7	5,871	6,091
Federal Direct Aids	0	114	(114)	45	44	1	2.4	135	141
Local Sales	0	0	0	0	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	0	0	0	0	N/A	0	0
Total Revenues	162	334	(172)	4,061	3,846	215	5.6	16,924	17,817
<u>Expenditures</u>									
Salaries	715	742	27	4,972	5,065	93	1.8	8,889	9,199
Benefits	314	318	4	2,738	2,749	12	0.4	4,558	4,655
Purchased Services	36	56	20	352	509	157	30.8	753	1,146
Supplies & Materials	25	16	(9)	272	262	(10)	(3.7)	626	798
Chargebacks	0	0	0	7	4	(3)	(85.4)	1,269	1,299
Capital Expenditures	1	2	1	41	25	(16)	(65.1)	80	104
Debt Service	0	0	0	0	0	0	N/A	0	0
Other	13	2	(11)	47	32	(15)	(46.6)	750	765
Total Expenditures	1,105	1,136	31	8,429	8,646	217	2.5	16,924	17,966
Transfers In (Out)	0	0	0	0	0	0	N/A	0	0
Operating Excess (Deficit)	(\$943)	(802)	(141)	(\$4,368)	(\$4,800)	\$432	9.0	\$0	(\$149)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET			
	\$		%		\$		%		Adopted	Revised		
	FY2017	FY2016	Variance	Variance	FY2017	FY2016	Variance	Variance				
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$0	\$0		
Interest	0	0	0	N/A	0	0	0	N/A	0	0		
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0		
Other Local Revenues	1	1	(0)	(23.9)	7	7	0	7.1	5	8		
State Sources	22	21	1	4.2	112	112	0	0.3	166	166		
Federal Aids from MDE	209	140	69	49.5	1,246	1,256	(10)	(0.8)	2,371	2,371		
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0		
Local Sales	139	118	21	17.4	708	659	49	7.4	1,198	1,198		
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0		
Total Revenues	371	280	91	32.3	2,073	2,034	39	1.9	3,740	3,743		
<u>Expenditures</u>												
Salaries	100	103	3	3.0	709	707	(2)	(0.3)	1,182	1,180		
Benefits	47	40	(7)	(16.4)	299	268	(31)	(11.6)	459	459		
Purchased Services	11	5	(6)	(112.6)	56	28	(28)	(99.0)	83	83		
Supplies & Materials	190	189	(1)	(0.6)	1,061	1,025	(36)	(3.5)	2,172	2,174		
Chargebacks	0	0	0	N/A	1	1	0	39.0	168	168		
Capital Expenditures	11	0	(11)	N/A	47	61	14	23.3	34	60		
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0		
Other	0	0	(0)	N/A	10	13	3	22.3	15	15		
Total Expenditures	358	337	(21)	(6.2)	2,183	2,103	(80)	(3.8)	4,114	4,140		
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0		
Operating Excess (Deficit)	\$13	(\$57)	\$70	122.1	(\$109)	(\$69)	(\$40)	(58.3)	(\$374)	(\$397)		

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET		
	\$		%	\$		%	\$		%
	FY2017	FY2016	Variance	FY2017	FY2016	Variance	Adopted	Revised	
Levy	\$0	\$0	N/A	\$0	\$0	N/A	\$0	\$0	
Interest	0	0	N/A	0	0	N/A	0	0	
Tuition, Fees, Admissions	0	0	N/A	0	0	N/A	0	0	
Other Local Revenues	0	0	N/A	85	0	N/A	5	74	
State Sources	449	412	37	2,384	1,573	811	5,812	5,812	
Federal Aids from MDE	0	0	0	0	0	0	0	0	
Federal Direct Aids	0	0	0	0	0	0	0	0	
Local Sales	0	0	0	0	0	0	0	0	
Sale of Bonds or Loans	0	0	0	0	0	0	0	0	
Total Revenues	449	412	37	2,469	1,573	896	5,817	5,886	57.0
<u>Expenditures</u>									
Salaries	109	107	(2)	760	674	(86)	1,257	1,257	(12.7)
Benefits	78	78	(0)	511	487	(24)	839	839	(5.0)
Purchased Services	422	495	73	2,211	2,092	(119)	3,884	3,884	(5.7)
Supplies & Materials	32	17	(15)	183	127	(56)	384	389	(43.9)
Chargebacks	0	0	0	0	1	1	1	1	76.0
Capital Expenditures	0	0	0	280	178	(102)	181	245	(57.1)
Debt Service	0	0	0	0	0	0	0	0	N/A
Other	0	0	(0)	0	1	1	1	1	92.1
Total Expenditures	642	697	55	3,945	3,560	(385)	6,547	6,616	(10.8)
Transfers In (Out)	0	0	0	0	0	0	0	0	N/A
Operating Excess (Deficit)	(\$192)	(\$285)	\$93	(\$1,476)	(\$1,987)	\$511	(\$730)	(\$730)	25.7

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET		
	\$		%	\$		%	\$		%
	FY2017	FY2016	Variance	FY2017	FY2016	Variance	Adopted	Revised	
Levy	\$0	\$0	\$0	\$0	\$0	\$0	\$945	\$945	
Interest	0	0	0	0	0	0	0	0	
Tuition, Fees, Admissions	120	153	(33)	1,180	1,179	1	1,596	1,596	
Other Local Revenues	1	13	(12)	96	118	(22)	98	104	
State Sources	46	1	45	1,695	1,483	212	2,384	2,384	
Federal Aids from MDE	0	0	0	9	48	(39)	163	98	
Federal Direct Aids	0	0	0	730	879	(149)	1,934	1,934	
Local Sales	0	0	0	0	0	0	0	0	
Sale of Bonds or Loans	0	0	0	0	0	0	0	0	
Total Revenues	167	167	0	3,710	3,707	3	7,121	7,062	
			0.1			0.1			
<u>Expenditures</u>									
Salaries	301	294	(7)	2,045	2,003	(42)	3,767	3,734	
Benefits	139	127	(12)	916	870	(46)	1,593	1,589	
Purchased Services	53	82	29	547	670	123	1,204	1,185	
Supplies & Materials	18	22	4	142	137	(5)	296	286	
Chargebacks	0	0	0	2	1	(1)	260	260	
Capital Expenditures	0	0	0	14	3	(11)	7	18	
Debt Service	0	0	0	0	0	0	0	0	
Other	2	2	0	22	13	(9)	181	176	
Total Expenditures	512	527	15	3,688	3,697	9	7,308	7,249	
			2.8			0.2			
Transfers In (Out)	0	0	0	0	0	0	0	0	
Operating Excess (Deficit)	(\$345)	(\$360)	\$15	\$22	\$10	\$12	(\$188)	(\$188)	
			4.1			125.0			

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2017		FY2016		FY2017		FY2016		Adopted	Revised
	\$	%	\$	%	\$	%	\$	%		
Levy	\$0		\$0		\$0		\$0		\$2,452	\$2,452
Interest	0		0		0		0		0	0
Tuition, Fees, Admissions	0		0		0		0		0	0
Other Local Revenues	1		3	(2)	18	(53.0)	59	(41)	17	23
State Sources	141		129	12	707	9.3	449	258	906	906
Federal Aids from MDE	0		0		0		0		0	0
Federal Direct Aids	0		0		0		0		0	0
Local Sales	0		0		1		199	(198)	0	1
Sale of Bonds or Loans	0		0		0		0		0	0
Total Revenues	142		132	10	726	7.9	707	19	3,374	3,382
Expenditures										
Salaries	61		66	5	501	7.0	521	20	815	815
Benefits	26		27	1	219	3.8	213	(6)	328	328
Purchased Services	10		20	10	135	52.1	132	(3)	356	399
Supplies & Materials	1		0	(1)	144	N/A	62	(82)	487	492
Chargebacks	0		0	0	0	N/A	0	(0)	0	0
Capital Expenditures	2,619		2,584	(35)	5,454	(1.4)	3,583	(1,871)	4,647	5,665
Debt Service	0		0	0	0	N/A	0	0	0	0
Other	0		1	1	5	92.5	1	(4)	8	8
Total Expenditures	2,717		2,698	(19)	6,457	(0.7)	4,512	(1,945)	6,639	7,705
Transfers In (Out)	3,371		0	0	3,371	N/A	4,183	0	3,371	3,371
Operating Excess (Deficit)	\$796		(\$2,566)	\$3,362	(\$2,360)	131.0	\$378	(\$2,738)	\$106	(\$953)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET	
	FY2017	FY2016	Variance	FY2017	FY2016	Variance	Adopted	Revised
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			%			%		
Levy	0	0	N/A	0	0	N/A	0	0
Interest	(0)	(0)	(118.3)	1	0	1,257.7	0	0
Tuition, Fees, Admissions	0	0	N/A	0	0	N/A	0	0
Other Local Revenues	0	0	N/A	0	0	N/A	0	0
State Sources	2	0	N/A	17	168	(151)	0	0
Federal Aids from MDE	0	0	N/A	0	0	0	0	0
Federal Direct Aids	0	0	N/A	0	0	0	0	0
Local Sales	0	0	N/A	0	0	0	0	0
Sale of Bonds or Loans	0	0	N/A	0	0	0	0	0
Total Revenues	2	0	1,497.1	18	168	(150)	0	0
Expenditures								
Salaries	0	5	100.0	0	46	46	0	0
Benefits	0	2	100.0	0	16	16	0	0
Purchased Services	0	9	100.0	0	79	79	0	0
Supplies & Materials	0	1	100.0	0	56	56	0	0
Chargebacks	0	0	N/A	0	0	0	0	0
Capital Expenditures	0	180	100.0	2,071	1,839	(232)	1,547	2,070
Debt Service	0	0	100.0	0	0	0	0	0
Other	0	1	100.0	0	5	5	0	0
Total Expenditures	0	198	100.0	2,072	2,041	(31)	1,547	2,070
Transfers In (Out)	0	0	N/A	0	0	0	0	0
Operating Excess (Deficit)	\$2	(\$198)	100.8	(\$2,053)	(\$1,873)	(\$181)	(\$1,547)	(\$2,070)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR - TO - DATE			ANNUAL BUDGET		
	\$		%	\$		%	\$		%
	FY2017	FY2016	Variance	FY2017	FY2016	Variance	Adopted	Revised	
Levy	\$0	\$0	\$0	\$0	\$0	\$0	\$17,655	\$17,655	
Interest	0	0	0	0	407	(213)	0	0	
Tuition, Fees, Admissions	0	0	0	0	0	0	0	0	
Other Local Revenues	0	0	0	0	0	0	0	0	
State Sources	117	169	(52)	880	1,265	(385)	2,261	2,261	
Federal Aids from MDE	0	0	0	0	0	0	0	0	
Federal Direct Aids	0	487	(487)	932	972	(40)	933	933	
Local Sales	0	0	0	0	0	0	0	0	
Sale of Bonds or Loans	0	0	0	94,127	0	94,127	0	0	
Total Revenues	117	656	(539)	96,132	2,644	93,488	20,849	27,087	
<u>Expenditures</u>									
Salaries	0	0	0	0	0	0	0	0	
Benefits	0	0	0	0	0	0	0	0	
Purchased Services	0	0	0	0	0	0	0	0	
Supplies & Materials	0	0	0	0	0	0	0	0	
Chargebacks	0	0	0	0	0	0	0	0	
Capital Expenditures	0	0	0	0	0	0	0	0	
Debt Service	3	2	(1)	28,678	22,782	(5,896)	22,446	28,684	
Other	0	0	0	0	0	0	0	0	
Total Expenditures	3	2	(1)	28,678	22,782	(5,896)	22,446	28,684	
Transfers In (Out)	0	0	0	0	0	0	0	0	
Operating Excess (Deficit)	\$113	\$654	(\$541)	\$67,454	(\$20,138)	\$87,592	(\$1,598)	(\$1,598)	

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR - TO - DATE			ANNUAL BUDGET	
	\$		%	\$		%	Adopted	Revised
	FY2017	FY2016	Variance	FY2017	FY2016	Variance		
Levy	\$0	\$0	\$0	\$0	\$0	N/A	\$0	\$0
Interest	0	0	0	0	0	N/A	0	0
Tuition, Fees, Admissions	0	0	0	0	0	N/A	0	0
Other Local Revenues	74	74	0	639	650	(11)	825	825
State Sources	0	0	0	0	0	N/A	0	0
Federal Aids from MDE	0	0	0	0	0	N/A	0	0
Federal Direct Aids	0	0	0	0	0	N/A	0	0
Local Sales	0	0	0	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	0	0	0	N/A	0	0
Total Revenues	74	74	0	639	650	(11)	825	825
<u>Expenditures</u>								
Salaries	0	0	0	0	0	N/A	0	0
Benefits	71	77	6	400	401	1	700	700
Purchased Services	5	5	0	38	36	(2)	54	54
Supplies & Materials	0	0	0	0	0	0	0	0
Chargebacks	0	0	0	0	0	N/A	0	0
Capital Expenditures	0	0	0	0	0	N/A	0	0
Debt Service	0	0	0	0	0	N/A	0	0
Other	0	0	0	0	0	N/A	0	0
Total Expenditures	76	82	6	439	437	(2)	754	754
Transfers In (Out)	0	0	0	0	0	0	0	0
Operating Excess (Deficit)	(\$1)	(\$8)	\$7	\$201	\$213	(\$12)	\$71	\$71

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR - TO - DATE			ANNUAL BUDGET	
	FY2017	FY2016	Variance	FY2017	FY2016	Variance	Adopted	Revised
	\$	\$	%	\$	\$	%	\$	\$
Levy	0	0	N/A	0	0	N/A	0	0
Interest	0	0	N/A	0	0	N/A	2	2
Tuition, Fees, Admissions	0	109	(100.0)	76	305	(229)	616	616
Other Local Revenues	0	66	(100.0)	32	116	(84)	263	263
State Sources	0	0	N/A	0	0	N/A	0	0
Federal Aids from MDE	0	0	N/A	0	0	N/A	0	0
Federal Direct Aids	0	0	N/A	0	0	N/A	0	0
Local Sales	0	205	(100.0)	168	441	(273)	649	649
Sale of Bonds or Loans	0	0	N/A	0	0	N/A	0	0
Total Revenues	0	380	(100.0)	277	862	(585)	1,529	1,529
<u>Expenditures</u>								
Salaries	0	0	N/A	0	0	N/A	0	0
Benefits	0	0	N/A	0	0	N/A	0	0
Purchased Services	0	237	100.0	85	379	294	889	889
Supplies & Materials	0	139	100.0	137	318	181	622	622
Chargebacks	0	0	N/A	0	0	N/A	0	0
Capital Expenditures	0	0	N/A	0	0	N/A	0	0
Debt Service	0	0	N/A	0	0	N/A	0	0
Other	0	7	100.0	7	19	12	19	19
Total Expenditures	0	383	100.0	228	716	488	1,529	1,529
Transfers In (Out)	0	0	N/A	0	0	N/A	0	0
Operating Excess (Deficit)	\$0	(\$3)	100.0	\$49	\$146	(\$97)	\$0	\$0

BALANCE SHEET

ASSETS	02/28/17	06/30/16	02/29/16	FUND BALANCES	02/28/17	06/30/16	02/29/16
Cash / Investments	\$142,071	\$75,303	\$59,547	Reserved for:	\$0	\$0	\$0
Taxes & Credits Receivable	3,674	21,123	3,696	Severance	186	186	184
Accounts / Interest Receivable	652	790	675	Nonspendable Inventory	99	99	103
Due from Other Funds	0	280	0	Nonspendable Prepaids	0	0	103
Due from Other MN Districts	0	1,337	0	Staff Development	148	148	185
Due From MDE	8,372	8,722	7,585	Teacher Dev & Eval	0	0	0
Due From Federal thru MDE	7	3,056	58	Basic skills	0	0	0
Due From Federal - Direct	0	762	0	Learning development	0	0	0
Due from Other Governments	0	84	0	Desegregation	0	0	0
Inventory	186	186	184	Gifted and Talented	0	0	0
Prepaids	69	99	59	Pupil Transportation Safety	0	0	0
				EGFE	276	276	268
Total Assets	\$155,031	\$111,743	\$71,804	Community Education	694	694	534
				Community Services	322	322	254
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$ -	\$ -	\$ -	Facilities	2,070	2,070	3,734
Accrued Interest Payable	0	0	0	Alternative facilities	1,059	1,059	1,864
Salaries Payable	553	14,083	764	Restricted Programs	30	30	46
Accounts Payable	24	1,742	32	Bond Refunding	46,315	46,315	47,259
Due to Other Funds	0	280	0	Endowment	1,715	1,908	1,623
Due to Other MN Districts	0	79	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Severance-Insurance Prem	0	0	0
Claims Payable	182	182	317	Area Learning Center	414	414	435
Deferred Revenue	8	279	12	Designated for:			
Taxes Levied for Subsequent Yr.	33,583	33,583	33,794	Textbooks	1,071	1,071	837
Property tax shift	0	(0)	0	Carryovers	255	255	155
				Operating Capital	0	0	0
Total Liabilities	\$34,351	\$50,228	\$34,919	Referendum	0	0	0
				Undesignated	66,027	6,669	(20,699)
				Total Fund Balance	\$120,681	\$61,515	\$36,885
				Liabilities & Fund Balance	\$155,031	\$111,743	\$71,804

BALANCE SHEET

ASSETS	02/28/17	06/30/16	02/29/16	FUND BALANCES	02/28/17	06/30/16	02/29/16
Cash / Investments	\$12,756	\$8,180	\$14,835	Reserved for:			
Taxes & Credits Receivable	(8,154)	9,296	(8,682)	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	32	102	467	Nonspendable Inventory	84	84	90
Due from Other Funds	0	0	0	Nonspendable Prepays	89	89	94
Due from Other MN Districts	0	1,314	0	Staff Development	-	-	103
Due From MDE	7,972	8,073	7,182	Teacher Dev & Eval	148	148	185
Due From Federal thru MDE	0	2,914	0	Basic skills	0	0	0
Due From Federal - Direct	0	68	0	Learning development	0	0	0
Due from Other Governments	0	84	0	Integration	0	0	0
Inventory	84	84	90	Gifted and Talented	0	0	0
Prepays	69	89	59	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	<u>\$12,759</u>	<u>\$30,205</u>	<u>\$13,951</u>	Community Education	0	0	0
				Community Services	0	0	0
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries & Benefits Payable	(612)	13,379	(323)	Restricted Programs	0	0	0
Accounts Payable	8	694	25	Escrow Account	0	0	0
Due to Other Funds	0	163	0	Severance-Insurance Prem	0	0	-
Due to Other MN Districts	0	79	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Area Learning Center	414	414	435
Claims Payable	182	182	317	Designated for:			
Deferred Revenue	7	163	11	Textbooks	0	0	0
Taxes Levied for Subsequent Yr.	11,495	11,495	11,120	Carryovers	255	255	155
Property tax shift	0	(0)	0	Operating Capital	0	0	0
				Referendum	0	0	0
Total Liabilities	<u>\$11,080</u>	<u>\$26,155</u>	<u>\$11,150</u>	Undesignated	689	3,060	1,739
				Total Fund Balance	<u>\$1,679</u>	<u>\$4,050</u>	<u>\$2,801</u>
				Liabilities & Fund Balance	<u>\$12,759</u>	<u>\$30,205</u>	<u>\$13,951</u>

BALANCE SHEET

Duluth Public Schools - ISD #709
 February 17
 Food Service Fund

	02/28/17	06/30/16	02/29/16	FUND BALANCES	
				Reserved for:	
ASSETS					
Cash / Investments	\$859	\$854	\$949	Severance	\$0
Taxes & Credits Receivable	0	0	0	Nonspendable Inventory	\$0
Accounts / Interest Receivable	4	10	13	Nonspendable Prepaids	102
Due from Other Funds	0	0	0	Staff Development	1
Due from Other MN Districts	0	0	0	Reemployment comp	0
Due From MDE	0	0	0	Basic skills	0
Due From Federal thru MDE	0	61	58	Learning development	0
Due From Federal - Direct	0	0	0	Desegregation	0
Due from Other Governments	0	0	0	Gifted and Talented	0
Inventory	102	102	94	Pupil Transportation Safety	0
Prepaids	0	1	0	ECFE	0
Total Assets	\$965	\$1,027	\$1,114	Community Education	0
				Community Services	0
				Operating Capital	0
LIABILITIES				Facilities	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Alternative facilities	0
Accrued Interest Payable	0	0	0	Restricted Programs	0
Salaries Payable	172	48	153	Escrow Account	0
Accounts Payable	1	78	5	Endowment	0
Due to Other Funds	0	0	0	Encumbrances	0
Due to Other MN Districts	0	0	0	Designated for:	0
Due to Other Governments	0	0	0	Textbooks	0
Claims Payable	0	0	0	Operating Capital	0
Deferred Revenue	0	0	0	Undesignated	689
Taxes Levied for Subsequent Yr.	0	0	0	Total Fund Balance	\$792
Property tax shift	0	0	0		\$901
Total Liabilities	\$173	\$126	\$158		\$956
				Liabilities & Fund Balance	\$965
					\$1,027
					\$1,114

BALANCE SHEET

February 17

Transportation Fund

	02/28/17	06/30/16	02/29/16		02/28/17	06/30/16	02/29/16
ASSETS							
Cash / Investments	(\$3,164)	(\$1,991)	(\$3,777)	Reserved for:			
Taxes & Credits Receivable	0	0	0	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	26	89	9	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepaids	2	2	2
Due from Other MN Districts	0	23	0	Staff Development	0	0	0
Due From MDE	23	23	31	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepaids	0	2	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	(\$3,115)	(\$1,853)	(\$3,737)	Community Education	0	0	0
				Community Services	0	0	0
LIABILITIES							
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Operating Capital	0	0	0
Accrued Interest Payable	0	0	0	Facilities	0	0	0
Salaries Payable	355	55	341	Alternative facilities	0	0	0
Accounts Payable	13	99	1	Restricted Programs	0	0	0
Due to Other Funds	0	0	0	Escrow Account	0	0	0
Due to Other MN Districts	0	0	0	Endowment	0	0	0
Due to Other Governments	0	0	0	Encumbrances	0	0	0
Claims Payable	0	0	0	Designated for:			
Deferred Revenue	0	0	0	Textbooks	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Operating Capital	0	0	0
Property tax shift	0	0	0	Undesignated	(3,485)	(2,010)	(4,081)
Total Liabilities	\$368	\$155	\$342	Total Fund Balance	(\$3,483)	(\$2,008)	(\$4,079)
				Liabilities & Fund Balance	(\$3,115)	(\$1,853)	(\$3,737)

BALANCE SHEET

ASSETS	FUND BALANCES			
	02/28/17	06/30/16	02/29/16	02/29/16
Cash / Investments	\$2,187	\$1,385	\$1,943	
Taxes & Credits Receivable	595	595	636	
Accounts / Interest Receivable	30	28	13	
Due from Other Funds	0	0	0	
Due from Other MN Districts	0	0	0	
Due From MDE	151	400	143	
Due From Federal thru MDE	7	81	0	
Due From Federal - Direct	0	694	0	
Due from Other Governments	0	0	0	
Inventory	0	0	0	
Prepays	0	7	0	
Total Assets	\$2,970	\$3,190	\$2,735	
LIABILITIES				
Tax and Aid Anticipation Payable	\$0	\$0	\$0	
Accrued Interest Payable	0	0	0	
Salaries Payable	523	542	476	
Accounts Payable	1	108	1	
Due to Other Funds	0	117	0	
Due to Other MN Districts	0	0	0	
Due to Other Governments	0	0	0	
Claims Payable	0	0	0	
Deferred Revenue	1	1	1	
Taxes Levied for Subsequent Yr.	1,095	1,095	1,139	
Property tax shift	0	0	0	
Total Liabilities	\$1,619	\$1,862	\$1,617	
RESERVED FOR:				
Severance	\$0	\$0	\$0	
Nonspendable Inventory	0	0	0	
Nonspendable Prepays	7	7	6	
Staff development	0	0	0	
Reemployment comp	0	0	0	
Basic skills	0	0	0	
Learning development	0	0	0	
Desegregation	0	0	0	
Gifted and Talented	0	0	0	
Pupil Transportation Safety	0	0	0	
ECFE	276	276	268	
Community Education	694	694	534	
Community Services	322	322	254	
Operating Capital	0	0	0	
Facilities	0	0	0	
Alternative facilities	0	0	0	
Restricted Programs	30	30	46	
Escrow Account	0	0	0	
Endowment	0	0	0	
Encumbrances	0	0	0	
Designated for:				
Textbooks	0	0	0	
Operating Capital	0	0	0	
Undesignated	22	0	10	
Total Fund Balance	\$1,351	\$1,329	\$1,118	
Liabilities & Fund Balance	\$2,970	\$3,190	\$2,735	

BALANCE SHEET

ASSETS	02/28/17	06/30/16	02/29/16	FUND BALANCES	02/28/17	06/30/16	02/29/16
Cash / Investments		\$139	(\$823)	Reserved for:	\$0	\$0	\$0
Taxes & Credits Receivable	0	0	0	Severance	0	0	0
Accounts / Interest Receivable	0	0	1	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepaids	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepaids	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	<u>(\$2,267)</u>	<u>\$139</u>	<u>(\$822)</u>	Community Education	0	0	0
				Community Services	0	0	0
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	115	53	111	Restricted Programs	0	0	0
Accounts Payable	0	108	0	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Endowment	0	0	0
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	1,071	1,071	837
Deferred Revenue	0	0	0	School Carryover	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Operating Capital	0	0	0
Property tax shift	0	0	0	Undesignated	(3,454)	(1,094)	(1,770)
Total Liabilities	<u>\$115</u>	<u>\$161</u>	<u>\$111</u>	Total Fund Balance	<u>(\$2,382)</u>	<u>(\$23)</u>	<u>(\$933)</u>
				Liabilities & Fund Balance	<u>(\$2,267)</u>	<u>\$139</u>	<u>(\$822)</u>

BALANCE SHEET

ASSETS	02/28/17	06/30/16	02/29/16	FUND BALANCES Reserved for:	02/28/17	06/30/16	02/29/16
Cash / Investments	\$1,062	\$3,694	\$3,715	Severance	\$0	\$0	\$0
Taxes & Credits Receivable	0	0	0	Nonspendable Inventory	0	0	0
Accounts / Interest Receivable	0	0	0	Nonspendable Prepaids	0	0	0
Due from Other Funds	0	0	0	Staff Development	0	0	0
Due from Other MN Districts	0	0	0	Reemployment comp	0	0	0
Due From MDE	17	17	17	Basic skills	0	0	0
Due From Federal thru MDE	0	0	0	Learning development	0	0	0
Due From Federal - Direct	0	0	0	Desegregation	0	0	0
Due from Other Governments	0	0	0	Gifted and Talented	0	0	0
Inventory	0	0	0	Pupil Transportation Safety	0	0	0
Prepaids	0	0	0	ECFE	0	0	0
Total Assets	\$1,079	\$3,711	\$3,732	Community Education	0	0	0
				Community Services	0	0	0
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	2,070	2,070	3,734
Accrued Interest Payable	0	0	0	Alternative facilities	1,059	1,059	1,864
Salaries Payable	0	5	6	Restricted Programs	0	0	0
Accounts Payable	3	577	0	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Endowment	0	0	0
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Textbooks	0	0	0
Claims Payable	0	0	0	Operating Capital	0	0	0
Deferred Revenue	0	0	0	Undesignated	(2,052)	0	(1,872)
Taxes Levied for Subsequent Yr.	0	0	0	Total Fund Balance	\$1,076	\$3,129	\$3,726
Property tax shift	0	0	0				
Total Liabilities	\$3	\$583	\$6				
				Liabilities & Fund Balance	\$1,079	\$3,711	\$3,732

BALANCE SHEET

ASSETS	02/28/17	06/30/16	02/29/16	FUND BALANCES	02/28/17	06/30/16	02/29/16
Cash / Investments	\$127,466	\$60,012	\$39,574	Reserved for:			
Taxes & Credits Receivable	11,233	11,233	11,742	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	558	558	128	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepaids	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	209	209	212	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepaids	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	<u>\$139,466</u>	<u>\$72,011</u>	<u>\$51,656</u>	Community Education	0	0	0
				Community Services	0	0	0
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	0	0	0	Restricted Programs	0	0	0
Accounts Payable	0	0	0	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Bond Refundings	46,315	46,315	47,259
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	0	0	0
Deferred Revenue	0	0	0	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	20,993	20,993	21,535	Undesignated	72,158	4,704	(17,138)
Property tax shift	0	0	0				
Total Liabilities	<u>\$20,993</u>	<u>\$20,993</u>	<u>\$21,535</u>	Total Fund Balance	<u>\$118,473</u>	<u>\$51,019</u>	<u>\$30,121</u>

Liabilities & Fund Balance \$139,466 \$72,011 \$51,656

BALANCE SHEET

ASSETS	02/28/17	06/30/16	02/29/16	FUND BALANCES			
	\$1,713	\$1,626	\$1,619	Reserved for:	02/28/17	06/30/16	02/29/16
Cash / Investments	0	0	0	Severance	\$0	\$0	\$0
Taxes & Credits Receivable	2	2	4	Nonspendable Inventory	0	0	0
Accounts / Interest Receivable	0	280	0	Nonspendable Prepays	0	0	0
Due from Other Funds	0	0	0	Staff Development	0	0	0
Due from Other MN Districts	0	0	0	Reemployment comp	0	0	0
Due From MDE	0	0	0	Basic skills	0	0	0
Due From Federal thru MDE	0	0	0	Learning development	0	0	0
Due From Federal - Direct	0	0	0	Desegregation	0	0	0
Due from Other Governments	0	0	0	Gifted and Talented	0	0	0
Inventory	0	0	0	Pupil Transportation Safety	0	0	0
Prepays	0	0	0	ECFE	0	0	0
Total Assets	\$1,715	\$1,908	\$1,623	Community Education	0	0	0
				Community Services	0	0	0
				Operating Capital	0	0	0
				Facilities	0	0	0
				Alternative facilities	0	0	0
				Restricted Programs	0	0	0
				Escrow Account	0	0	0
				Endowment	1,715	1,908	1,623
				Encumbrances	0	0	0
				Designated for:			
				Textbooks	0	0	0
				Operating Capital	0	0	0
				Undesignated	0	0	0
Total Liabilities	\$0	\$0	\$0	Total Fund Balance	\$1,715	\$1,908	\$1,623
				Liabilities & Fund Balance	\$1,715	\$1,908	\$1,623

BALANCE SHEET

ASSETS	02/28/17	06/30/16	02/29/16	FUND BALANCES	02/28/17	06/30/16	02/29/16
Cash / Investments	\$333	\$326	\$248	Reserved for:			
Taxes & Credits Receivable	0	0	0	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	1	1	40	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepaids	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepaids	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	\$334	\$327	\$288	Community Education	0	0	0
				Community Services	0	0	0
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	0	0	0	Restricted Programs	0	0	0
Accounts Payable	0	78	0	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Endowment	0	0	0
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	0	0	0
Deferred Revenue	0	116	0	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Undesignated	334	133	288
Property tax shift	0	0	0				
Total Liabilities	\$0	\$194	\$0	Total Fund Balance	\$334	\$133	\$288
				Liabilities & Fund Balance	\$334	\$327	\$288

BALANCE SHEET

ASSETS	02/28/17	06/30/16	02/29/16	FUND BALANCES	02/28/17	06/30/16	02/29/16
Cash / Investments	\$1,126	\$1,078	\$1,264	Reserved for:	\$0	\$0	\$0
Taxes & Credits Receivable	0	0	0	Severance	0	0	0
Accounts / Interest Receivable	0	0	0	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepaids	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepaids	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	<u>\$1,126</u>	<u>\$1,078</u>	<u>\$1,264</u>	Community Education	0	0	0
				Community Services	0	0	0
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	0	0	0	Restricted Programs	0	0	0
Accounts Payable	0	0	0	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Endowment	0	0	0
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	0	0	0
Deferred Revenue	0	0	0	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Undesignated	1,126	1,078	1,264
Property tax shift	0	0	0	Total Fund Balance	<u>\$1,126</u>	<u>\$1,078</u>	<u>\$1,264</u>
Total Liabilities	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>				
				Liabilities & Fund Balance	<u>\$1,126</u>	<u>\$1,078</u>	<u>\$1,264</u>

**Duluth Public Schools
Budget Revisions Fiscal Year Ending June 30, 2017
Period Ending February 28, 2017**

Revenues	<u>General-U</u>	<u>General-R</u>	<u>Food Service</u>	<u>Transport</u>	<u>Community Services</u>	<u>Capital Expenditure</u>	<u>Building Construction</u>	<u>Debt Service</u>	<u>Trust</u>	<u>Internal Service</u>	<u>Student Activities</u>	<u>Total</u>
Revised Budget 01/31/2017	\$76,404,726	\$17,727,798	\$3,743,250	\$5,886,465	\$7,061,518	\$3,381,476	\$0	\$27,086,608	\$215,675	\$825,000	\$1,529,349	\$143,861,865
Homeless Youth Grant		60,000										60,000
MDE PBIS Grant	19,777											19,777
Title I Increase		29,471										29,471
LRFP Designated Account						217						217
												-
												-
												-
												-
												-
												-
												-
												-
												-
												-
												-
												-
												-
												-
												-
												-
Revised Budget, 02/28/2017	\$76,424,503	\$17,817,269	\$3,743,250	\$5,886,465	\$7,061,518	\$3,381,693	\$0	\$27,086,608	\$215,675	\$825,000	\$1,529,349	\$143,971,330

ISD #709 - Duluth Public Schools
ACH & Wire Transfer Summary
Period Ending 02/28/2017

<u>CHECK DATE</u>	<u>VENDOR ID</u>	<u>DESCRIPTION</u>	<u>MSDLFA</u>
02/10/2017	V106466	CITISTREET FOR MSRS	16,453.89
02/10/2017	V79764	DULUTH FEDERATION OF TEA	33,974.88
02/10/2017	V107231	DULUTH TEACHERS CREDIT	7,719.00
02/10/2017	V106637	EBC - FLEX EFT	12,265.82
02/10/2017	V106636	EBC - TSA EFT	73,502.89
02/10/2017	V79771	EDUCATION MN CLERICAL EFT	1,329.63
02/10/2017	V102915	FEDERAL 941 PR TAXES	580,841.06
02/10/2017	V108066	MG TRUST	130,909.36
02/10/2017	V05173	MN CHILD SUPPORT EFT	1,578.10
02/10/2017	V102916	MN STATE PR TAXES	93,026.68
02/10/2017	V79708	PUBLIC EMPLOYEES RETIREMENT	88,018.95
02/10/2017	V108783	TEACHERS RETIREMENT ASSOC EFT	262,596.34
02/10/2017	V79704	U S BANK - PY DIRECT DEPOSIT	1,496,010.82
02/23/2017	V106737	ASSOCIATED BANK (EFT)	2,600,449.18
02/23/2017	V06645	MEDICA HEALTH PLAN (EFT)	181,310.30
02/23/2017	V106638	PEIP - HLTH EFT	1,278,406.52
02/23/2017	V80030	DELTA DENTAL PLAN OF MN(EFT)	75,759.61
02/23/2017	V104923	HARRIS BANK	29,096.66
02/24/2017	V106466	CITISTREET FOR MSRS	10,570.95
02/24/2017	V79764	DULUTH FEDERATION OF TEA	34,373.13
02/24/2017	V107231	DULUTH TEACHERS CREDIT	7,669.00
02/24/2017	V106637	EBC - FLEX EFT	12,599.15
02/24/2017	V106636	EBC - TSA EFT	75,312.14
02/24/2017	V79771	EDUCATION MN CLERICAL EFT	1,344.07
02/24/2017	V102915	FEDERAL 941 PR TAXES	627,783.33
02/24/2017	V108066	MG TRUST	131,477.19
02/24/2017	V05173	MN CHILD SUPPORT EFT	1,578.10
02/24/2017	V102916	MN STATE PR TAXES	100,912.21
02/24/2017	V79708	PUBLIC EMPLOYEES RETIREMENT	101,925.51
02/24/2017	V108783	TEACHERS RETIREMENT ASSOC EFT	269,248.42
02/24/2017	V79704	U S BANK - PY DIRECT DEPOSIT	1,639,431.17
			9,977,474.06

ISD 709 - Duluth Public Schools
GF Investment Activity for FY 2017
As of February 28, 2017

Beginning Investment Balance (January 31, 2017) \$ **320,122.78**

Add Purchases:

Date	Issuer	Broker	Matures	Yield (YTM)
N/A				

Total Purchases \$ **-**

Deduct Maturities/Calls/Sales:

Date	Issuer	Broker	Matures	Yield (YTM)
N/A				

Total Maturities \$ **-**

Other items:

Add: Money Market Funds Interest (February) \$ 42.41
 Beginning Value Adjustment
 Other Interest/Cash Balance on Account (Reverse)

Deduct: Transaction Fees/Other
 Market Value Adjustment -

Total Other \$ **42.41**

Ending Investment Balance (January 31, 2017) \$ **320,165.19**

Note: Ending Investment Balance as of February 29, 2016 was \$ 2,054,494.55

Duluth Public Schools-ISD 709
APU / PU Projection Report - FY 2017
April 2017

Grade Levels	Apr Enrollment	Progression to PU	Projected PU	PUW	Projected APU	FINAL EOY
						APU 1516
KG	546	1.0005279638	546.29	1.00	546.29	555.82
HK	56	0.9976661468	55.87	1.00	55.87	81.92
Gr 1-3	1941	0.9968626911	1934.91	1.00	1934.91	1927.37
Gr 4-6	1752.8	0.9855125068	1727.41	1.00	1727.41	1744.57
Gr 7-8	1165.17	0.9653481718	1124.79	1.20	1349.75	1323.83
Gr 9-12	2680.45	0.9539246618	2556.95	1.20	3068.34	3138.15
Sub-Total	8141.42				8682.56	8771.66
Other APU Generators						
	Apr Enrollment	Progression to PU	Projected PU	PUW	Projected APU	
Early Childhood	252	0.370043678	93.25	1.000	93.25	86.97
Early Childhood Details	Final Count	Apr 1 Count	Final PU			
13-14	368.00	223	83.09			
14-15	371.00	252	93.34			
15-16	367.00	252	86.97			
16-17*			93.25			
Resident Tuition**						
Resident Tuition Details	Total APU				34.88	
13-14	36.47					
14-15	32.90					
15-16	35.28					
16-17*	34.88					
ALC**						
ALC Details	Total APU				258.79	
13-14	237.86					
14-15	278.11					
15-16	260.40					
16-17*	258.79					
Projected Total APU					8775.82	8858.63
Budgeted APU					8778.60	
Net					-2.78	

* Projected

** Included in Grade level projections

PU: Pupil Unit
 APU: Average Pupil Unit
 PUW: Pupil Unit Weight
 EOY: End of Year

INDEPENDENT SCHOOL DISTRICT NO. 709
Duluth Public Schools
Historic Old Central High School – 215 N. First Avenue E.
Duluth, Minnesota 55802-2069
218-336-8738

MEMORANDUM

To: Doug Hasler, CFO/Executive Director of Business Services
From: ^{TK} Tony Kelekovich, Supervisor of Purchasing
Subject: Placeholder for Bid-1257 Network Infrastructure
Due: April 14, 2017 2:00 p.m.
Date: March 23, 2017

This notice serves as a request to enter a placeholder for the above mentioned bid.

Due to the twenty-eight (28) day posting requirement for E-Rate funding, the standard schedule cannot be met.

Bart Smith will be reviewing the bids to make a recommendation as soon as possible after the opening.

Memorandum

To: Doug Hasler, CFO/Executive Director of Business Services
School Board Members

From: Dave Spooner *Dave Spooner*
Manager of Facilities

Date: March 21, 2017

Re: Annual Quotes for District-Wide Contract Services

*ok
DH
3/24/17*

The following quotes were advertised according to statute and School Board Policy for services to be performed from July 1, 2017 through June 30, 2018, with the option to renew for two (2) additional one-year periods if acceptable to both parties.

Quote #4258 – District-Wide Bricklayer Labor Services

Stretar Masonry & Concrete – Total Annual cost estimated at \$22,550.00

Quote #4259 – District-Wide Flooring Installation Labor Services

Johnson's Carpet One – Total Annual Cost estimated at \$6,195.00

Quote #4260 – District-Wide Annual Service and Maintenance of Emergency Generators

Cummins Sales & Service – Total Annual Cost estimated at \$4,943.96

Quote #4261 – District-Wide Plumbing Labor

The Jamar Company – Total Annual Cost estimated at \$25,898.00

Quote #4262 – District-Wide Roofing Labor

The Jamar Company – Total Annual Cost estimated at \$31,150.00

Recommendation

I recommend the Duluth School Board approve entering into a contract with each contractor based on their low quote for services to be performed from July 1, 2017 through June 30, 2018, with the option to renew for two (2) additional one-year periods if acceptable to both parties. Quote tabulation is attached for each quote for your reference. If you concur, please sign all copies of the attached agreements.

Attachments

Facilities Office Address : 730 East Central Entrance Duluth, MN 55811 F: 218.336.8909
Facilities Mailing Address : 215 North First Avenue East Duluth, MN 55802
Management - P: 218.336.8907 Maintenance - P: 218.336.8906 Operations - P: 218.336.8905

Duluth
Public Schools

**QUOTE TABULATION
BRICKLAYER LABOR**

July 1, 2017 through June 30, 2018

QUOTE #4258

Tuesday, February 28, 2017 - 2:00 p.m.

Vendor	Rental Sheet	FOREMAN			JOURNEYMAN			APPRENTICE			
		Regular Hourly Rate	Total Annual Amount (100)	Overtime Hourly Rate	Regular Hourly Rate	Total Annual Amount (100)	Overtime Hourly Rate	Regular Hourly Rate	Total Annual Amount (100)	Overtime Hourly Rate	Total Annual Amount of Quote
Bedrock Flint, Inc. 4204 Enterprise Circle Duluth, MN 55811	yes	\$88.00	\$8,800.00	\$122.00	\$85.00	\$8,500.00	\$119.00	\$74.80	\$7,480.00	\$101.15	\$24,780.00
Harbor City Masonry, Inc. 310 South Central Avenue Duluth, MN 55807	yes	\$91.00	\$9,100.00	\$127.00	\$72.00	\$7,200.00	\$94.50	\$65.00	\$6,500.00	\$85.00	\$22,800.00
Hovland, Inc. 4177 Thunderchief Lane Hermantown, MN 55811											
JP Concrete, Inc. 7684 Highway 2 Saginaw, MN 55779											
LKO Contracting, Inc. 4801 Swan Lake Road Hermantown, MN 55811											
Stretar Masonry & Concrete 5719 Roosevelt Street Duluth, MN 55807	yes	\$81.00	\$8,100.00	\$104.00	\$76.50	\$7,650.00	\$99.00	\$68.00	\$6,800.00	\$92.00	\$22,550.00

COMPARISON
BRICKLAYER LABOR
 July 1, 2017 through June 30, 2018

	change from FY17	FY18	FY17	FY16	FY15	FY14	FY13	FY12
		Quote 4258	Quote 4163 3rd Year	Quote 4163 2nd Year	Quote 4163	Quote 4073 3rd Year	Quote 4073 2nd Year	Quote 4073
Foreman (regular hourly rate)	6.4%	\$81.00	\$76.15	\$76.15	\$75.40	\$82.19	\$80.82	\$79.00
Journeyman (regular hourly rate)	6.1%	\$76.50	\$72.11	\$72.11	\$71.40	\$70.75	\$69.56	\$69.00
Apprentice (regular hourly rate)	2.8%	\$68.00	\$66.16	\$66.16	\$65.50	\$64.50	\$63.43	\$63.00
Foreman (Overtime)	11.1%	\$104.00	\$93.58	\$93.58	\$92.65	\$106.12	\$104.35	\$102.00
Journeyman (Overtime)	8.1%	\$99.00	\$91.56	\$91.56	\$90.65	\$95.72	\$94.12	\$92.00
Apprentice (Overtime)	11.4%	\$92.00	\$82.62	\$82.62	\$81.80	\$85.31	\$83.89	\$82.00
Total Annual Amount of Quote	-21.8%	\$22,550.00	\$28,844.00	\$28,844.00	\$28,560.00	\$28,300.00	\$27,824.00	\$27,600.00

300 hours

400 hours

AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of April 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and Stretar Masonry & Concrete, Inc., an independent contractor, hereinafter called Contractor.

40

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2017, and shall remain in effect until June 30, 2018 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Perform all work as specified in Quote #4258, District-Wide Bricklayer Labor for the period of July 1, 2017 through June 30, 2018, with the option to renew for two (2) additional one-year periods. This hourly rate contract award amount is approximately \$22,550.00 based on 100 estimated hours at each of the following hourly rates; foreman rate of \$81.00, journeyman rate of \$76.50, and apprentice rate of \$68.00. Total Contract award amount to be determined through execution of this contract based upon journeyman and/or other rates as defined in the contractor's quote proposal.
3. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Printed Memoranda of Agreement and Title Sheet;
 2. Contractor's response;
 3. Contractors Insurance Policy;
 4. Asbestos Containing Materials Acknowledgment Form; and
 5. Any other documents identified by ISD 709.
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 at a rate of approximately \$22,550.00. 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.
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 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 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 David J. Spooner, 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 Stretar Masonry & Concrete, Inc., 5719 Roosevelt Street, Duluth MN 55807.

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. **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 that competitive bidding 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.

15. **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.

16. **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.

17. **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.

18. **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:

19. **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.

20. **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 listed as the certificate holder and 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.

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

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

District Employee
Doug Hasler

Position
CFO/Executive 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>
David Spooner	Manager of Facilities

23. **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. 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 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.

24. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between 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, 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 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

STRETAR MASONRY & CONCRETE, INC.

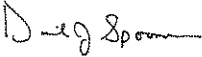
School Board Chair

By

Title

Memorandum

To: Doug Hasler, CFO/Executive Director of Business Services
School Board Members

From: Dave Spooner 
Manager of Facilities

Date: March 21, 2017

Re: Annual Quotes for District-Wide Contract Services

ok
DH
3/24/17

The following quotes were advertised according to statute and School Board Policy for services to be performed from July 1, 2017 through June 30, 2018, with the option to renew for two (2) additional one-year periods if acceptable to both parties.

Quote #4258 – District-Wide Bricklayer Labor Services

Stretar Masonry & Concrete – Total Annual cost estimated at \$22,550.00

Quote #4259 – District-Wide Flooring Installation Labor Services

Johnson's Carpet One – Total Annual Cost estimated at \$6,195.00

Quote #4260 – District-Wide Annual Service and Maintenance of Emergency Generators

Cummins Sales & Service – Total Annual Cost estimated at \$4,943.96

Quote #4261 – District-Wide Plumbing Labor

The Jamar Company – Total Annual Cost estimated at \$25,898.00

Quote #4262 – District-Wide Roofing Labor

The Jamar Company – Total Annual Cost estimated at \$31,150.00

Recommendation

I recommend the Duluth School Board approve entering into a contract with each contractor based on their low quote for services to be performed from July 1, 2017 through June 30, 2018, with the option to renew for two (2) additional one-year periods if acceptable to both parties. Quote tabulation is attached for each quote for your reference. If you concur, please sign all copies of the attached agreements.

Attachments

QUOTE TABULATION
FLOORING INSTALLATION LABOR
for the period of July 1, 2017 through June 30, 2018
QUOTE #4259
Tuesday, February 28, 2017 - 2:15 p.m.

Vendor	Hourly Rate	Total Annual Amount of Quote
Contract Tile and Carpet, LLC 537 Garfield Avenue Duluth, Minnesota 55802 phone: 218-723-4056	\$64.95	\$6,495.00
Johnson's Carpet One 5611 Grand Avenue Duluth, Minnesota 55807 phone: 218-628-2249	\$61.95	\$6,195.00
Superior Floor Care Specialist, Inc. 1021 Tower Avenue Superior, Wisconsin 54880 phone: 715-394-3637		

COMPARISON
FLOORING INSTALLATION LABOR
 July 1, 2017 through June 30, 2018

	change from FY17	FY18 Quote #4259	FY17 Quote #4168 3rd Year	FY16 Quote #4168 2nd Year	FY15 Quote #4168	FY14 Quote #4077 3rd Year	FY13 Quote #4077 2nd Year	FY12 Quote #4077
Hourly Rate	12.3%	\$61.95	\$55.17	\$55.17	\$54.62	\$54.62	\$53.71	\$52.50
Total Annual Amount of Quote	12.3%	\$6,195.00	\$5,517.00	\$5,517.00	\$5,462.00	\$5,462.00	\$5,371.00	\$5,250.00

AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of April 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and Johnson's Carpet One, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2017, and shall remain in effect until June 30, 2018 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Perform all work as specified in Quote #4259, District-Wide Flooring Installation Labor for the period of July 1, 2017 through June 30, 2018, with the option to renew for two (2) additional one-year periods. This hourly rate contract award amount is approximately \$6,195.00 based on 100 estimated hours of labor at \$61.95 per hour. Total Contract award amount to be determined through execution of this contract based upon rates as defined in the contractor's quote proposal.
3. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Printed Memoranda of Agreement and Title Sheet;
 2. Contractor's response;
 3. Contractors Insurance Policy;
 4. Asbestos Containing Materials Acknowledgment Form; and
 5. Any other documents identified by ISD 709.
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 at a rate of approximately \$6,195.00. 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.
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 David J. Spooner, 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 Johnson's Carpet and Tile, 5611 Grand Avenue, Duluth, MN 55807.

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. **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 that competitive bidding 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.

15. **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.

16. **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.

17. **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.

18. **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:

19. **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.

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

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

District Employee
Doug Hasler

Position
CFO/Executive 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>
David Spooner	Manager of Facilities

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- c. should be performed in a different manner and whether other work should be performed;
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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, 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 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

JOHNSON'S CARPET ONE

School Board Chair

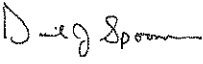
By

Title

Memorandum

ok DH
3/24/17

To: Doug Hasler, CFO/Executive Director of Business Services
School Board Members

From: Dave Spooner 
Manager of Facilities

Date: March 21, 2017

Re: Annual Quotes for District-Wide Contract Services

The following quotes were advertised according to statute and School Board Policy for services to be performed from July 1, 2017 through June 30, 2018, with the option to renew for two (2) additional one-year periods if acceptable to both parties.

Quote #4258 – District-Wide Bricklayer Labor Services

Stretar Masonry & Concrete – Total Annual cost estimated at \$22,550.00

Quote #4259 – District-Wide Flooring Installation Labor Services

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Quote #4260 – District-Wide Annual Service and Maintenance of Emergency Generators

Cummins Sales & Service – Total Annual Cost estimated at \$4,943.96

Quote #4261 – District-Wide Plumbing Labor

The Jamar Company – Total Annual Cost estimated at \$25,898.00

Quote #4262 – District-Wide Roofing Labor

The Jamar Company – Total Annual Cost estimated at \$31,150.00

Recommendation

I recommend the Duluth School Board approve entering into a contract with each contractor based on their low quote for services to be performed from July 1, 2017 through June 30, 2018, with the option to renew for two (2) additional one-year periods if acceptable to both parties. Quote tabulation is attached for each quote for your reference. If you concur, please sign all copies of the attached agreements.

Attachments

Facilities Office Address · 730 East Central Entrance · Duluth, MN 55811 · F: 218.336.8909
Facilities Mailing Address · 215 North First Avenue East · Duluth, MN 55802
Management - P: 218.336.8907 Maintenance - P: 218.336.8906 Operations - P: 218.336.8905

 **Duluth**
Public Schools

QUOTE TABULATION
ANNUAL SERVICE AND MAINTENANCE OF EMERGENCY GENERATORS
for the period of July 1, 2017 through June 30, 2018

QUOTE #4260

Wednesday, February 28, 2017, 2:00 p.m.

	API Electrical Company	Belknap Electric, Inc.	Cummins Sales & Service	Interstate Power Systems	Lighthouse Power & Allied	Pioneer Critical Power
1	Congdon Park		\$368.30			\$901.00
2	Denfeld HS		\$333.85			\$879.00
3	East HS		\$369.55			\$894.00
4	HOCHS		\$358.90			\$837.00
5	Homecroft		\$337.24			\$901.00
6	Lakewood		\$344.69			\$814.00
7	Laura MacArthur		\$353.90			\$864.00
8	Lester Park		\$381.45			\$894.00
9	Lincoln Park MS		\$411.25			\$1,071.00
10	Lowell		\$376.73			\$864.00
11	Myers-Wilkins		\$347.00			\$879.00
12	Ordea East MS		\$349.50			\$996.00
13	Piedmont		\$355.15			\$894.00
14	Stowe		\$256.45			\$894.00
TOTAL ANNUAL AMOUNT			\$4,943.96			\$12,492.00
						\$12,582.00

ADDITIONAL WORK AND EMERGENCY SERVICES HOURLY RATE

Normal Working Hours		\$106.50			\$115.00
After Normal Working Hours		\$131.50			\$160.00
Sunday/Holiday Working Hours		\$156.50			\$190.00

**COMPARISON
ANNUAL SERVICE AND MAINTENANCE OF EMERGENCY GENERATORS
July 1, 2017 through June 30, 2018**

	change from FY17	FY18 Quote #4260	FY17 Quote #4167	FY16 Quote #4167	FY15 Quote #4167
Normal Working Hours	-10.6%	\$106.50	\$119.18	\$119.18	\$118.00
After Normal Working Hours	-21.3%	\$131.50	\$167.16	\$167.16	\$165.50
Holiday Working Hours	-27.3%	\$156.50	\$215.13	\$215.13	\$213.00
1 Congdon Park	-25.5%	\$368.30	\$494.14	\$494.14	\$489.25
2 Denfeld HS	-24.1%	\$333.85	\$440.05	\$440.05	\$435.69
3 East HS	-24.5%	\$369.55	\$489.35	\$489.35	\$484.50
4 HOCHS	-5.4%	\$358.90	\$379.39	\$379.39	\$375.63
5 Homecroft	-2.4%	\$337.24	\$345.38	\$345.38	\$341.96
6 Lakewood	9.6%	\$344.69	\$314.37	\$314.37	\$311.26
7 Laura MacArthur	-25.2%	\$353.90	\$473.22	\$473.22	\$468.53
8 Lester Park	-23.7%	\$381.45	\$500.26	\$500.26	\$495.31
9 Lincoln Park MS	-19.9%	\$411.25	\$513.35	\$513.35	\$508.27
10 Lowell	-1.4%	\$376.73	\$381.98	\$381.98	\$378.20
11 Myers-Wilkins	-7.3%	\$347.00	\$374.51	\$374.51	\$370.80
12 Ordean East MS	-31.9%	\$349.50	\$513.35	\$513.35	\$508.27
13 Piedmont	-26.6%	\$355.15	\$484.14	\$484.14	\$479.35
14 Stowe	-15.9%	\$256.45	\$304.81	\$304.81	\$301.79
Total Annual Amount of Quote	-17.7%	\$4,943.96	\$6,008.30	\$6,008.30	\$5,948.81

AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of April, 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and Cummins Sales & Service, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2017, and shall remain in effect until June 30, 2018, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Perform all work as specified in Quote #4260, Annual Service and Maintenance of Emergency Generators for the period of July 1, 2017 through June 30, 2018, with the option to renew for two (2) additional one-year periods. This contract award amount is approximately \$4,943.96 based on site specific criteria as defined in the scope of work.
3. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Printed Memoranda of Agreement and Title Sheet;
 2. Contractor's response;
 3. Contractors Insurance Policy;
 4. Asbestos Containing Materials Acknowledgment Form; and
 5. Any other documents identified by ISD 709.
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 at a rate of approximately \$4,943.96. 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 David J. Spooner, 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 Cummins Sales & Service, 1600 Buerkle Road, White Bear Lake, MN 55110.

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. **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 that competitive bidding 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.

15. **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.

16. **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.

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

19. **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.

20. **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 listed as the certificate holder and 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.

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

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

District Employee
Doug Hasler

Position
CFO/Executive 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>
David Spooner	Manager of Facilities

23. **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. 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 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.

24. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between 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, 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 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

CUMMINS SALES & SERVICE

School Board Chair

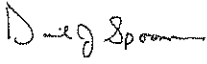
By

Title

OK DIT
3/24/17

Memorandum

To: Doug Hasler, CFO/Executive Director of Business Services
School Board Members

From: Dave Spooner 
Manager of Facilities

Date: March 21, 2017

Re: Annual Quotes for District-Wide Contract Services

The following quotes were advertised according to statute and School Board Policy for services to be performed from July 1, 2017 through June 30, 2018, with the option to renew for two (2) additional one-year periods if acceptable to both parties.

Quote #4258 – District-Wide Bricklayer Labor Services

Stretar Masonry & Concrete – Total Annual cost estimated at \$22,550.00

Quote #4259 – District-Wide Flooring Installation Labor Services

Johnson's Carpet One – Total Annual Cost estimated at \$6,195.00

Quote #4260 – District-Wide Annual Service and Maintenance of Emergency Generators

Cummins Sales & Service – Total Annual Cost estimated at \$4,943.96

Quote #4261 – District-Wide Plumbing Labor

The Jamar Company – Total Annual Cost estimated at \$25,898.00

Quote #4262 – District-Wide Roofing Labor

The Jamar Company – Total Annual Cost estimated at \$31,150.00

Recommendation

I recommend the Duluth School Board approve entering into a contract with each contractor based on their low quote for services to be performed from July 1, 2017 through June 30, 2018, with the option to renew for two (2) additional one-year periods if acceptable to both parties. Quote tabulation is attached for each quote for your reference. If you concur, please sign all copies of the attached agreements.

Attachments

QUOTE TABULATION
PLUMBING LABOR
 July 1, 2017 through June 30, 2018
 QUOTE #4261
 Thursday, March 2, 2017 - 2:00 p.m.

Vendor	Hourly Rate			Foreman	Journeyman	Apprentice (60%)	Apprentice (45%)	Total Annual Amount of Quote	Sheet Metal Worker		Insulator	
	Regular	Total Annual	Overtime						Foreman	Journeyman	Foreman	Journeyman
A.G. O'Brien Plumbing/Heating Co. 4907 Lighting Drive Duluth, Minnesota 55811												
A.W. Kuettel & Sons, Inc. 3930 Airpark Boulevard Duluth, Minnesota 55811												
Carlson Brothers Mechanical 2502 West Huron Street Duluth, Minnesota 55806												
Carlson Duluth Company 2901 Helm Street Duluth, Minnesota 55806												
General Heating & Mechanical 1922 West Superior Street Duluth, Minnesota 55806												
The Jamar Company 4701 Mike Colalillo Drive Duluth, Minnesota 55807	Regular	\$88.40	\$72.06	\$53.25	\$45.27	\$92.03	\$71.45	\$102.11	\$61.69			
	Total Annual	\$8,840.00	\$7,206.00	\$5,325.00	\$4,527.00	\$25,898.00						
	Overtime	\$132.60	\$108.09	\$79.88	\$67.91	\$138.05	\$107.18	\$153.17	\$92.54			

**COMPARISON
PLUMBING LABOR**

July 1, 2017 through June 30, 2018

REGULAR HOURLY RATE	change from FY17	FY18 Quote 4261	FY17		FY16		FY15		FY14		FY13	
			Quote 4170 3rd Year	Quote 4170 2nd Year	Quote 4170	Quote 4079 3rd Year	Quote 4079 2nd Year	Quote 4079	Quote 4079			
Plumber - Foreman	1.8%	\$88.40	\$86.86	\$86.86	\$86.00	\$82.19	\$80.82	\$79.00				
Plumber - Journeyman	3.4%	\$72.06	\$69.69	\$69.69	\$69.00	\$67.63	\$66.50	\$65.00				
Plumber - Apprentice (60%)	-5.9%	\$53.25	\$56.56	\$56.56	\$56.00	\$54.10	\$53.20	\$52.00				
Plumber - Apprentice (45%)	-6.6%	\$45.27	\$48.48	\$48.48	\$48.00	\$46.82	\$46.04	\$45.00				
Total Annual Amount of Quote	-7.1%	\$25,898.00	\$27,876.00	\$27,876.00	\$27,600.00	\$27,052.00	\$26,600.00	\$26,000.00				

OVERTIME HOURLY RATE

Plumber - Foreman	1.8%	\$132.60	\$130.29	\$130.29	\$129.00	\$123.29	\$121.23	\$118.50
Plumber - Journeyman	3.4%	\$108.09	\$104.54	\$104.54	\$103.50	\$101.44	\$99.74	\$97.50
Plumber - Apprentice (60%)	-5.8%	\$79.88	\$84.84	\$84.84	\$84.00	\$81.15	\$79.79	\$78.00
Plumber - Apprentice (45%)	-6.6%	\$67.91	\$72.72	\$72.72	\$72.00	\$70.23	\$69.05	\$67.50

REGULAR HOURLY RATE

Sheetmetal Worker - Foreman	4.7%	\$92.03	\$87.87	\$87.87	\$82.00	\$74.91	\$73.66	\$72.00
Sheetmetal Worker - Journeyman (2 yr)	-13.7%	\$71.45	\$82.82	\$82.82	\$82.00	\$74.91	\$73.66	\$72.00

OVERTIME HOURLY RATE

Sheetmetal Worker - Foreman		\$138.05						
Sheetmetal Worker - Journeyman (2 yr)	-13.7%	\$107.18	\$124.23	\$124.23	\$123.00	\$112.36	\$110.48	\$108.00

REGULAR HOURLY RATE

Insulator - Foreman		\$102.11						
Insulator - Journeyman (2 yr)		\$61.69						

OVERTIME HOURLY RATE

Insulator - Foreman		\$153.17						
Insulator - Journeyman (2 yr)		\$92.54						

AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of April 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and The Jamar Company, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for 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, 2017, and shall remain in effect until June 30, 2018 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Perform all work as specified in Quote #4261, District-Wide Plumbing Labor for the period of July 1, 2017 through June 30, 2018, with the option to renew for two (2) additional one-year periods. This hourly rate contract award amount is approximately \$25,898.00 based on 100 estimated hours at each of the following hourly rates; foreman rate of \$88.40, journeyman rate of \$72.06, and apprentice rates of \$53.25 and \$45.27. Total Contract award amount to be determined through execution of this contract based upon rates as defined in the contractor's quote proposal.
3. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Printed Memoranda of Agreement and Title Sheet;
 2. Contractor's response;
 3. Contractors Insurance Policy;
 4. Asbestos Containing Materials Acknowledgment Form; and
 5. Any other documents identified by ISD 709.
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 at a rate of approximately \$25,898.00. 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.
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 David J. Spooner, 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 The Jamar Company, 4701 Mike Colalillo Drive, Duluth, MN 55807.

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. **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 that competitive bidding 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.

15. **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.

16. **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.

17. **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.

18. **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:

19. **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.

20. **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 listed as the certificate holder and 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.

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

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

District Employee
Doug Hasler

Position
CFO/Executive 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>
David Spooner	Manager of Facilities

23. **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:

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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

THE JAMAR COMPANY

School Board Chair

By

Title

OK DH
3/24/17

Memorandum

To: Doug Hasler, CFO/Executive Director of Business Services
School Board Members

From: Dave Spooner *Dave Spooner*
Manager of Facilities

Date: March 21, 2017

Re: Annual Quotes for District-Wide Contract Services

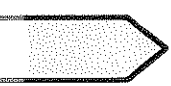
The following quotes were advertised according to statute and School Board Policy for services to be performed from July 1, 2017 through June 30, 2018, with the option to renew for two (2) additional one-year periods if acceptable to both parties.

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Cummins Sales & Service – Total Annual Cost estimated at \$4,943.96

Quote #4261 – District-Wide Plumbing Labor
The Jamar Company – Total Annual Cost estimated at \$25,898.00



Quote #4262 – District-Wide Roofing Labor
The Jamar Company – Total Annual Cost estimated at \$31,150.00

Recommendation

I recommend the Duluth School Board approve entering into a contract with each contractor based on their low quote for services to be performed from July 1, 2017 through June 30, 2018, with the option to renew for two (2) additional one-year periods if acceptable to both parties. Quote tabulation is attached for each quote for your reference. If you concur, please sign all copies of the attached agreements.

Attachments

Facilities Office Address : 730 East Central Entrance Duluth, MN 55811 F: 218.336.8909
 Facilities Mailing Address : 215 North First Avenue East Duluth, MN 55802
 Management - P: 218.336.8907 Maintenance - P: 218.336.8906 Operations - P: 218.336.8905



QUOTE TABULATION

ROOFING LABOR

July 1, 2017 through June 30, 2018

QUOTE #4262

Thursday, March 2, 2017 - 2:15 p.m.

Vendor	Hourly Rate	Roofing Foreman (100)	Roofing Journeyman (100)	Roofing Laborer (100)	Cranel/ Operator (50)	Sheet Metal Journeyman (50)	Total Annual Amount of Quote
A. W. Kuettel & Sons, Inc. 3930 Airpark Boulevard Duluth, Minnesota 55811	<i>regular</i>	\$79.06	\$75.59	\$56.11	\$132.61	\$85.69	\$31,991.00
	<i>total annual</i>	\$7,906.00	\$7,559.00	\$5,611.00	\$6,630.50	\$4,284.50	
	<i>overtime</i>	\$109.82	\$105.32	\$77.93	\$163.22	\$119.04	
Banks Roofing 2519 North 28th Street Superior, Wisconsin 54880	<i>regular</i>						
	<i>total annual</i>						
	<i>overtime</i>						
Commercial Roofing, Inc. P.O. Box 167 Barnum, Minnesota 55707	<i>regular</i>						
	<i>total annual</i>						
	<i>overtime</i>						
The Jamar Company 4701 Mike Colalillo Drive Duluth, Minnesota 55807	<i>regular</i>	\$84.00	\$81.00	\$60.00	\$95.00	\$78.00	\$31,150.00
	<i>total annual</i>	\$8,400.00	\$8,100.00	\$6,000.00	\$4,750.00	\$3,900.00	
	<i>overtime</i>	\$116.00	\$113.00	\$90.00	\$130.00	\$108.00	
	<i>regular</i>						
	<i>total annual</i>						
	<i>overtime</i>						
	<i>regular</i>						
	<i>total annual</i>						
	<i>overtime</i>						

COMPARISON
ROOFING LABOR
 July 1, 2017 through June 30, 2018

	change from FY17	FY18 Quote 4262	FY17 Quote 4172 3rd Year	FY16 Quote 4172 2nd Year	FY15 Quote 4172	FY14 Quote 4080 3rd Year	FY13 Quote 4080 2nd Year	FY12 Quote 4080
Roofing Foreman	7.3%	\$84.00	\$78.28	\$78.28	\$77.50	\$77.46	\$76.16	\$74.45
Roofing Journeyman	8.2%	\$81.00	\$74.84	\$74.84	\$74.10	\$74.08	\$72.84	\$71.20
Roofing Laborer	8.0%	\$60.00	\$55.55	\$55.55	\$55.00	\$52.54	\$51.66	\$50.50
Crane/Operator Rate	-27.6%	\$95.00	\$131.30	\$131.30	\$130.00	\$130.05	\$127.88	\$125.00
Sheet Metal Journeyman	-8.1%	\$78.00	\$84.84	\$84.84	\$84.00	\$86.35	\$84.91	\$83.00
Roofing Foreman	6.7%	\$116.00	\$108.73	\$108.73	\$107.65	\$106.80	\$105.01	\$102.65
Roofing Journeyman	8.4%	\$113.00	\$104.28	\$104.28	\$103.25	\$101.65	\$99.95	\$97.70
Roofing Laborer	16.6%	\$90.00	\$77.16	\$77.16	\$76.40	\$72.00	\$70.79	\$69.20
Crane/Operator Rate	-19.6%	\$130.00	\$161.60	\$161.60	\$160.00	\$156.06	\$153.45	\$150.00
Sheet Metal Journeyman	-8.4%	\$108.00	\$117.87	\$117.87	\$116.70	\$111.84	\$109.97	\$107.50
Total Annual Amount of Quote	4.1%	\$31,150.00	\$29,936.00	\$29,936.00	\$29,640.00	\$29,632.00	\$29,136.00	\$28,480.00

400 hrs split 400 hrs

AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of April 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and The Jamar Company, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for 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, 2017, and shall remain in effect until June 30, 2018 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Perform all work as specified in Quote #4262, District-Wide Roofing Labor for the period of July 1, 2017 through June 30, 2018, with the option to renew for two (2) additional one-year periods. This hourly rate contract award amount is approximately \$31,150.00 based on 100 estimated hours at each of the following hourly rates; foreman \$84.00, journeyman \$81.00, and laborer \$60.00 and 50 estimated hours at each of the following rates; crane/operator \$95.00 and sheet metal journeyman \$78.00. Total Contract award amount to be determined through execution of this contract based upon rates as defined in the contractor's quote proposal.
3. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Printed Memoranda of Agreement and Title Sheet;
 2. Contractor's response;
 3. Contractors Insurance Policy;
 4. Asbestos Containing Materials Acknowledgment Form; and
 5. Any other documents identified by ISD 709.
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 at a rate of approximately \$31,150.00. 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.
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. 69

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 David J. Spooner, 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 The Jamar Company, 4701 Mike Colalillo Drive, Duluth, MN 55807.

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. **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 that competitive bidding 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.

15. **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.

16. **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.

17. **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.

18. **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:

19. **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.

20. **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 listed as the certificate holder and 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.

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

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

District Employee
Doug Hasler

Position
CFO/Executive Director of Business Services

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

District Employee
David Spooner

Position
Manager of Facilities

23. **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. 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 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.

24. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between 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, 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 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

THE JAMAR COMPANY

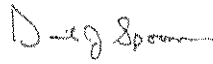
School Board Chair

By

Title

Memorandum

To: Doug Hasler
School Board Members

From: Dave Spooner 
Manager of Facilities

Date: April 10, 2017

Re: Professional Services Agreement – ARI – Phase II Rockridge Construction Plans and Specifications

Please find attached two copies of the agreement and proposal with Architectural Resources Inc., to perform work as defined in the attached Phase II agreement, to develop plans and specifications to facilitate re-construction of Rockridge elementary to house the Woodland Hills program as per previous phase I discussions.

The total fee for Phase II work as identified in the attached proposal is based on 16 items of project understanding, of which include several key primary assumptions and criteria. These key assumptions include; total construction costs to be \$2,500,000.00, construction to be accomplished in one design phase, and construction procured utilizing NJPA JOC (State Contract Job Order Contracting). If the project scope should change in a significant manner from this project understanding, both the District and ARI reserve the right to re-negotiate these proposed fees.

The fee proposed to accomplish the identified services is a lump sum fee of \$155,000.00.

Recommendation:

I am recommending that the Duluth School Board enter into agreement with Architectural Resources Inc., for a total lump sum fee for Phase II in the amount of \$155,000.00. This fee does *exclude* needed site survey and geotechnical services.

Attachments



April 7, 2017

Mr. Dave Spooner
Duluth School District ISD #709
215 N 1st Avenue East
Duluth, MN 55802

**Professional Services Proposal
Rockridge School Renovation - Phase II
ARI Project #16-153.1**

Dave:

Architectural Resources, Inc. (ARI) is pleased to submit the following proposal for Architectural and Engineering Services for the Rockridge School Renovation located at 4849 Ivanhoe St. in Duluth, Minnesota.

ARI's proposal is based upon the Preliminary Programming and Concept Design attached hereto developed during Phase I.

Project Understanding

- ISD #709 wishes to repurpose Rockridge Elementary to house the Woodland Hills Academy currently located at Cobb School.
- Current enrollment is approximately ninety-three (93) students in grades 9-12.
- Each class is approximately eight to nine (8-9) students of varying grade - classes grouped by house.
- Facility to be licensed by the State of Minnesota as residential treatment and further definition to be provided by ISD #709 and Woodland Hills Academy - License may take up to six (6) months for approval.
- Facility intended to utilize a one-to-one technology model.
- Food service to be limited to warming kitchen only with offsite food preparation.
- Program would ideally be relocated to allow use in September 2017. While Fall 2017 occupancy is not realistic at this time. Occupancy shall be as early as possible.
- ISD #709 has shared a facilities condition and needs report prepared in 2006 by Johnson Controls, Inc. with consultants. The report is to assist ARI in determining project scope and required repairs.
- In addition to facility issues identified in the facility report, site stormwater management will be reviewed and addressed.
- The facility has been vacant since 2011.
- ISD #709 has existing drawings which have been shared with ARI for our use.
- The budget is anticipated to be approximately \$2,500,000 in total construction.
- Full project will proceed in one design phase.
- Project will proceed using job order contracting (JOC) with NJPA Pre-Bid Contractor selected by ISD #709.
- ARI to coordinate with JOC Contractor and Gordian Representatives during design.
- Site Survey and Geotechnical Services shall be provided by ISD #709 and are not included in this proposal.

ARCHITECTURAL RESOURCES INC

704 East Howard Street | Hibbing, MN 55746
Tel: 218.263.6868 | Fax: 218.722.6803

126 East Superior Street | Duluth, MN 55802
Tel: 218.727.8481 | Fax: 218.727.8483

www.arimn.com

PROFESSIONAL SERVICES PROPOSAL

Rockridge School Renovation - Phase II

ARI Project # 16-153.1

April 7, 2017

Page 2 of 3

Proposed Scope of Work

- Typical architectural design process including Design Development, and Constructions Documents for interior and exterior renovations as outlined in AIA Contract Document B-101.
- Services will include design of general, structural (if needed), mechanical, electrical, and site.
- Interior design services will be limited to finish selections and colors only (FF&E not included).
- Hazardous materials documents, if required, are not part of this proposal.
- ARI will review and receive approval from the District at the end of each phase prior to moving onto the next phase.
- ARI will coordinate with the Authority Having Jurisdiction (AHD) to provide compliance with Building Code.
- ARI will assist ISD #709 in assigning work scopes to long term facility maintenance dollars and capital spending.
- Graphic 3-D renderings are not part of this proposal but are available at an additional fee based on requirements.
- ARI will assist with the Owner's selection of JOC Contractor.
- ARI will work with Gordian and selected JOC Contractor to verify budget, schedule and scope.
- ARI will assist in preparation of an Owner-Contractor contract.
- ARI will perform Construction Administration
 - ARI will be available in our office for consultations and coordination during bidding and construction of the project.
 - ARI will visit the site on a regular basis to:
 - Report construction progress to the Owner.
 - Answer questions during construction.
 - Review monthly payment applications.
 - Prepare final punch list(s) and project close-out.
 - ARI will review shop drawings
- ARI anticipates construction to be no more than six (6) months.
- ARI will follow ISD #709 design guidelines as applicable.
- All documents will be certified by Minnesota licensed professionals.

Proposed Fee

ARI proposes to perform these services for a lump sum fee of \$155,000 (one hundred, fifty-five thousand dollars).

ARI's fee includes all expenses related to travel, meals, and reproduction. Printing of Plans and Specifications for bidding is considered an additional expense.

The fee as outlined in this proposal is based on the project scope and budget as indicated herein. If the project scope or budget changes, ARI or ISD #709 reserve the right to adjust our fees accordingly. Any changes in scope and fee would be negotiated and receive your review and approval prior to proceeding.

FF&E

ARI proposes to submit a separate proposal for the design, specifications and bidding of FF&E if requested by the Owner.

ARCHITECTURAL RESOURCES INC

704 East Howard Street | Hibbing, MN 55746
Tel: 218.263.6868 | Fax: 218.722.6803

126 East Superior Street | Duluth, MN 55802
Tel: 218.727.8481 | Fax: 218.727.8483

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PROFESSIONAL SERVICES PROPOSAL

Rockridge School Renovation - Phase II

ARI Project # 16-153.1

April 7, 2017

Page 3 of 3

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Please review this proposal and do not hesitate to call with any questions or if you require additional information.

Respectfully,

ARCHITECTURAL RESOURCES, INC.



Ryan Erspamer, Architect

ARCHITECTURAL RESOURCES INC

704 East Howard Street | Hibbing, MN 55746
Tel: 218.263.6868 | Fax: 218.722.6803

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www.arimn.com



AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Seventh day of April in the year Two Thousand Seventeen
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Independent School District #709
215 North 1st Avenue East
Duluth, MN 55802
Telephone Number: 218-723-4150
Fax Number: 218-723-4195

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

Architectural Resources, Inc.
126 East Superior Street
Duluth, MN 55802
Telephone Number: 218-727-8481

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

Rockridge School Renovation - Phase II

ARI Project # 16-153.1

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

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User Notes:

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TABLE OF ARTICLES

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4	ADDITIONAL SERVICES
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6	COST OF THE WORK
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8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
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13	SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and the following attachments:

Addendum to Standard Form of Agreement Between Owner and Architect
Proposal Letter dated April 7, 2017

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

As mutually agreed upon by Owner and Architect.

.2 Substantial Completion date:

As mutually agreed upon by Owner and Architect.

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall

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perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Paragraphs deleted)

Insurance Certificate available upon request.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services; landscape design services, interior design services; and furniture, furnishings and equipment (FFE) services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any

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inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and

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Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents

upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

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§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services, unless identified in Article 3, but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming		
§ 4.1.2 Multiple preliminary designs		
§ 4.1.3 Measured drawings		
§ 4.1.4 Existing facilities surveys		
§ 4.1.5 Site Evaluation and Planning (B203™-2007)		
§ 4.1.6 Building information modeling		
§ 4.1.7 Civil engineering		
§ 4.1.8 Landscape design		
§ 4.1.9 Architectural Interior Design (B252™-2007)		
§ 4.1.10 Value Analysis (B204™-2007)		
§ 4.1.11 Detailed cost estimating		
§ 4.1.12 On-site project representation		
§ 4.1.13 Conformed construction documents		
§ 4.1.14 As-Designed Record drawings		
§ 4.1.15 As-Constructed Record drawings		
§ 4.1.16 Post occupancy evaluation		
§ 4.1.17 Facility Support Services (B210™-2007)		
§ 4.1.18 Tenant-related services		
§ 4.1.19 Coordination of Owner’s consultants		

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§ 4.1.20	Telecommunications/data design		
§ 4.1.21	Security Evaluation and Planning (B206™-2007)		
§ 4.1.22	Commissioning (B211™-2007)		
§ 4.1.23	Extensive environmentally responsible design		
§ 4.1.24	LEED® Certification (B214™-2007)		
§ 4.1.25	Fast-track design services		
§ 4.1.26	Historic Preservation (B205™-2007)		
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)		

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

If any additional services as listed above in 4.1 are requested and/or required, description will be as defined by Contract Amendment.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

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- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 One (1) review of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 One (1) visit to the site per week by the Architect over the duration of the Project during active construction period
- .3 One (1) observation for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) observation for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in

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this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in

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any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

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§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

§ 10.9 The Architect shall be available to the Owner in their coordination of work with the Environmental Specialists that may be required by the Owner for the project.

It is acknowledged by both parties that the Design Professional's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event the Design Professional or any party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of the Design Professional's services, the Design Professional may, at his or her own option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate Specialist Consultant(s) or

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Contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials and warrant that the job site is in full compliance with applicable laws and regulations.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Lump Sum Fee of \$155,000.00 (one hundred fifty-five thousand dollars)

§ 11.1.1 Neither the Architect, the Architect's Consultants nor their agents or employees shall be jointly, severally or individually liable to the Owner in excess of the compensation to be paid pursuant to this agreement by reason of any act or omission, including breach of contract or negligence not amounting to a willful or intentional wrong.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Multiple of Direct Personnel Expenses

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Multiple of Direct Personnel Expenses

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (1.1 times the invoice amount), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	fifteen	percent (15	%)
Design Development Phase	twenty	percent (20	%)
Construction Documents Phase	forty	percent (40	%)
Bidding or Negotiation Phase	five	percent (5	%)
Construction Phase	twenty	percent (20	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Hourly Billing Rates available upon request.

Init.

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User Notes:

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(Table deleted)

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Fees paid for securing approval of authorities having jurisdiction over the Project (i.e., plan review fees, advertising for bids);
- .2 Printing, reproductions, plots, standard form documents used for bidding purposes;
- .3 Postage, handling and delivery used for bidding purposes;
- .4 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .5 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .6 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .7 All taxes levied on professional services and on reimbursable expenses;
- .8 Site office expenses; and

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (1.1 times the invoice amount) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of N/A (\$ N/A) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

1.5% per month

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

Init.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

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

OWNER

ARCHITECT

(Signature)

David Kirby, School Board Chair

(Printed name and title)

(Signature)

Ryan Erspamer, Principal

(Printed name and title)

(Table deleted)(Paragraphs deleted)

init.

ISD No. 709
Duluth Public Schools
Addendum to Standard Form of Agreement Between Owner and Architect

Amendments to AIA Document B101-2007 Standard Form of Agreement Between Owner and Architect

- 2.6** **Add new paragraph:** “The Architect agrees that during the term of this Agreement, it will maintain in its employ at least two Architects registered to practice in the State of Minnesota.”
- 3.2.1** **Add:** “The Architect shall assist the Owner by facilitating a data gathering process that confirms a program setting forth the Owner’s objectives, schedule, constraints, and criteria, including space requirements and relationships, special equipment, systems and site requirements.”
- 3.2.6** **Add:** “If this estimate of the Cost of Work submitted by Architect is greater than the budget for the project previously submitted by the Owner to the Architect, then the Architect shall revise the Architect’s schematic design documents under this Section 3.2, to meet the Owner’s budget, if the Owner so requests. The Architect shall perform this additional work without additional charge to the Owner and is obligated to do so only if the Architect’s estimate of the Cost of Work exceeds the initial budget submitted by the Owner. The Architect shall include in the estimate of the cost of the work a reasonable reserve for contingencies.”
- 3.3.2** **Add:** “If this estimate of the Cost of Work submitted by Architect is greater than the budget for the project previously submitted by the Owner to the Architect, then the Architect shall revise the Architect’s schematic design documents under this Section 3.2, to meet the Owner’s budget, if the Owner so requests. The Architect shall perform this additional work without additional charge to the Owner and is obligated to do so only if the Architect’s estimate of the Cost of Work exceeds the initial budget submitted by the Owner. The Architect shall include in the estimate of the cost of the work a reasonable reserve for contingencies.”
- 3.4.4** **Add:** “If this estimate of the Cost of Work submitted by Architect is greater than the budget for the project previously submitted by the Owner to the Architect, then the Architect shall revise the Architect’s schematic design documents under this Section 3.2, to meet the Owner’s budget, if the Owner so requests. The Architect shall perform this additional work without additional charge to the Owner and is obligated to do so only if the Architect’s estimate of the Cost of Work exceeds the initial budget submitted by the Owner. The Architect shall include in the estimate of the cost of the work a reasonable reserve for contingencies.”
- 3.6.1.1** **Add:** “However, insofar as modifications to AIA Document A201-2007 do affect the Architect’s services, then these provisions are incorporated into this Agreement.”

- 3.6.1.2 Add:** “However, if the Architect is aware of any failure of the Contractor to perform the work in accordance with the Contract documents, or of any other acts or omissions of the Contractor or other persons or entities performing portions of the work, or becomes aware of unsatisfactory safety precautions or other methods or programs in connection with the work, then the Architect shall promptly notify the Owner and the Contractor of these matters.”
- 3.6.4.2 Add:** “However, if the Architect is aware of any failure of the Contractor to perform the work in accordance with the Contract documents or of any other acts or omissions of the Contractor or other persons or entities performing portions of the work, or becomes aware of unsatisfactory safety precautions or other methods or programs in connection with the work, then the Architect shall promptly notify the Owner and the Contractor of these matters.”
- 3.6.4.3 Add:** “However, if the Architect is aware of any errors or omissions in the Contractor’s submittals then the Architect shall promptly notify the Owner and the Contractor of these matters.”
- 4.1 Add:** “The Architects preparation for, and attendance at, a public presentation, meeting or hearing is part of the basic services and not the additional services. However, these basic services are limited to the maximum of such work of a maximum of two (2) school board meetings and two (2) other meetings or hearings. Basic services shall not include the Architects preparation for or attendance at those proceedings set forth in 4.3.1.8. In 4.3.2.6, however, Architects shall not be entitled to additional compensation if these additional services are due to through the errors or omissions of the Architect.”
- 4.3.1.7 Delete portion:** “preparation for and attendance at a public hearing”
- 5.11. Add:** “The Architect shall assist the Owner in coordinating the Architects’ duties and responsibilities set forth in the Contract for construction with the Architects’ services set forth in this Agreement.”
- 6.6 Add at the end of the first sentence:** “choose one of the following five alternatives:”
- 7.3 Add:** “The Owner shall also have a non-exclusive license to use the Architect’s instruments of service after the completion of the project for future maintenance, alterations to and additions to the project.”
- 8.1.2 Delete all:** (Waiver of claims covered by property insurance)
- 8.1.3 Delete all:** (Waiver of consequential damages)
- 9.1 Add:** “This Paragraph shall not apply if the Owners’ failure to make payments to the Architect is due to a fault of the Architect other than default of the Architect under this Agreement.
- 9.2 Add:** “The Architect shall be entitled to such additional compensation if the Owner’s suspension was not due to the fault of the Architect under this Agreement.”

- 9.3** **Add:** “The Architect shall have such right if the suspension is not due to the fault of the Architect under this Agreement.”
- 10.1** **Add:** “Notwithstanding the other provisions of this Paragraph, the substantive law in the State of Minnesota shall govern such proceedings.”
- 10.2** **Add:** “The terms of AIA Document A201-2007, as applicable to this project, and including any amendments and addenda thereto, is incorporated by reference into this Agreement to the extent that this Agreement and the AIA Document A201-2007 reference each other either explicitly or implicitly.”
- 10.6** **Add:** “However, if the Architect shall become aware of hazardous materials or toxic substances in any form at the project site, or exposure of persons to such hazardous materials of toxic substances, then the Architect shall so inform the Owner and the Contractor.”
- 10.7** **Delete portion:** (“The Owner shall provide professional credit for the Architect in the Owner’s promotional materials for the Project”)
- 11.1** **Insert:** “Lump Sum of \$155,000.00”
- 11.4** **Insert:** “zero %.”
- 11.6** **Add:** “To the extent the Architect is paid for work performed, that compensation shall only be paid for work actually performed and the Architect shall not be paid for work under the contract which is not actually then performed by the Architect.”
- 11.7** **Delete portion:** “~~The rates shall be adjusted in accordance with the Architect’s and Architect’s consultant’s normal review practices.~~”
- 11.8.1.1** **Delete portion:** “~~transportation and~~”
- 11.8.1.2** **Delete portion:** “~~Long distance services~~”; **Add:** “authorized in advance by the Owner”
- 11.8.1.4** **Add:** “used for bidding and distribution to Contractors”
- 11.8.1.5** **Delete all:** “~~Postage, handling and delivery~~” **Add:** “Overnight and special delivery when required”
- 11.8.1.8** **Add:** “except where such insurance limits are listed in the Owners request for proposal or coverage limit and type listed in Section 2.5 ”
- 11.8.1.10** **Delete all:** “~~Site office expenses~~”
- 11.8.1.11** **Add:** “authorized in advance by the Owner”
- 11.8.1.12** **Add new paragraph:** “If Owner deems it in Owner's best interest to let separate contracts for purchase of materials to be incorporated in the work, Architect agrees to assist Owner in

identifying such materials and quantities and to develop bidding documents for their purchase and for contracts for labor only necessary to install the materials. The cost of the materials so purchased shall be considered as part of cost of the work as described in Article 6.1 hereof. In addition, Owner shall pay to Architect for extra work occasioned by any such request, its direct personnel expense and any reimbursable expenses; such payments shall not exceed \$2,000.00.”

11.10.1 Delete portion: “~~and is the minimum payment under this Agreement”~~”

11.10.2 Add: “The applicable annual interest rate is 6%.”

11.10.3 Add: “However, if the Owner has requested the Architect agree that the Owner can withhold amounts, and if the Architect does not agree, the Owner shall be entitled to receive reasonable assurance by the Architect that the Architect or the Architect’s insurers will be able to pay such sums to Owner if the Architect is found liable for those amounts in a binding dispute resolution proceeding, and if such proof is not forthcoming, the Owners should be entitled to withhold those amounts.

12.1 Add: “Use of proprietary systems. The Architect shall avoid the use of proprietary or other construction systems, materials or product that would limit competition in bidding, except where authorized by the Owner.”

12.2 **The above contractual provisions of this ISD No. 709 Duluth Public Schools Addendum to Standard Form of Agreement Between Owner and Architect shall be incorporated in all contracts relative to this project and shall apply to all Architects, Contractors, materialmen, engineers, subcontractors and other persons and entities contracting for work or materials relating to this project.**

VERIFICATION OF FORM OF AIA STANDARD CONTRACT

Contract Between Architectural Resources, Inc., and ISD No. 709

The undersigned verifies that the noted Standard AIA Contracts have not been modified from the standard form contract, except as follows:

- Names and addresses, etc. of parties
- Dollar Amounts
- Times inserted into blanks where blanks exist
- Highlighted, underlined or redlined changes
- Handwritten and initialed changes
- Addenda and Schedules

It is verified that the standard language has not been modified, except in the manner noted above. If changes have been made in the standard language, which are not identified in the manner noted above, the standard language shall govern and the changes shall be void.

The following AIA Forms are hereby verified:

AIA Document B101 - 2007 Standard Form of Agreement Between Owner and Architect with Standard Form of Architect's Services. The attached Addendum to Standard Form of Agreement Between Owner and Architect is incorporated herein and does modify the 2007 Standard Form of Agreement form B101-2007.

The undersigned has prepared these contract forms, or has reviewed them, for the purpose of this verification.

Contractor - Architect

Owner

Signed _____
 Date 4/11/2017
 Name Ryan Erspamer
 Capacity Principal
 Company Architectural Resources, Inc.
 Address 126 East Superior Street
Duluth, MN 55802

David Kirby
School Board Chair
ISD No. 709
215 North 1st Ave. East
Duluth MN 55802

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	Stanley and Janice Burns	\$50.00	Robotics
Denfeld	Barbara Bauman Pederson & Todd Pederson	\$500.00	Chicago Music Trip
Denfeld	Brenda and Kevin Rodlund	\$25.00	Student who had a house fire
Denfeld	Subaru of Amercia	In Kind	Automobile donation for educational use only (can't be driven, resold or parted out)
East	Timothy and Sandra Rich	\$500.00	Band
East	Kathy Bray	In Kind	Orchestra
Homecroft	Wells Fargo Matching Gifts Program	\$65.00	None
Lincoln Park	UMD Student Activities	\$73.00	AmeriCorp
Lincoln Park	Collections at Orchestra concert	\$218.00	Orchestra Dept
Myers-Wilkins	Box Tops for Education	\$529.70	None
Ordean East	Anne Whitworth	\$50.00	Swim team
	Total	\$2,010.70	

RESOLUTION
Release and Pledge of Collateral

BE IT RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, Minnesota, that it hereby releases the \$500,000 par value FNSM note, CUSIP number XXXXXXVM2, pledged as collateral by Duluth Teachers Credit Union.

BE IT FURTHER RESOLVED, By the School Board, that it accepts the pledge collateral of a \$250,000 par value FMNT note maturing 1/25/2019, CUSIP number XXXXXXHN2 in exchange for the released collateral noted above.

RESOLUTION

Adoption of the Considerations and Investments for the Fiscal Year 2018 Budget

BE IT RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, State of Minnesota, that the investments and adjustments for the fiscal year 2018 budget as presented to the School Board, be adopted. In addition, the School Board requests periodic updates as administration continues to finalize the listing using a framework consistent with the attached budget planning document.

FY 2018 Budget Planning

General Fund/Unrestricted

Planning Parameters

Reflect Community Vision & Priorities:

- Prioritize General Fund Spending to Instruction and Support of Students

Maintain 2013 Education Levy Investments:

- Class Size
- Curriculum Updates
- Strategies to support student achievement/close achievement gap

Work toward goals associated with World's Best Workforce

- Kindergarten Ready
- Reading Well by Grade 3
- Close the Achievement Gap
- Raise 4 Year, On-Time Graduation Rates
- College & Career Ready

Planning Parameters

Support strategies associated with DWCIP/World's Best Workforce

- MTSS
- Professional Learning Communities
- School culture and climate

Align with Supporting Plans:

- Updated DWCIP/World's Best Workforce
- Reading Well by Grade 3 Literacy Plan
- ISD 709 Achievement & Integration Plan

Planning Process

- **Quality Steering Committee & Quality Leadership Teams**
 - Review revenues to expense projections
 - Identify budget priorities for most effective practices
 - Brainstorm ways to increase revenue
- **Principals**
 - Review revenue to expense
 - Identify budget priorities for most effective practices
 - Review building budgets & staffing grids
- **Budget Committee**
 - ongoing throughout the year
 - Review complete budgets with all departments leaders

FY 2018 Plans - DRAFT

- Maintain current student to teacher ratio
- Maintain 2013 Education Levy investments: Class Size, Curriculum updates, achievement
- Maintain investment in primary achievement strategies

<i>FY 2018 Budget Planning To Date</i>		
<i>Area</i>	<i>Estimate</i>	<i>Detail</i>
Projected Revenue to Expense	(\$1,500,000)	<i>Subject to legislative action, negotiations, and other details</i>
New Investments	\$783,000	
Staff Development Funds allocated to buildings	\$60,000	<i>Schools will utilize these funds for staff development. CITs will decide the allocation of these funds.</i>
Staff Development for Special Education Teachers	\$25,000	<i>Instructional staff development specific to Special Education</i>
ADSIS Grant Investment	\$100,000	<i>Supports MTSS work funding interventions</i>
ELL Restructure	\$70,000	<i>Provide direct service to students at all schools</i>
Technology	\$300,000	<i>Additional funds for hardware replacement.</i>
Equity Investment	\$150,000	<i>Fund plans for providing greater equity</i>
Climate Coordinator	\$48,000	<i>Increase position to 1.0</i>
Elementary Lunch Monitor Meals	\$30,000	<i>Provide lunch to cafeteria monitors</i>
Projected Total Adjustments	\$2,283,000	

District Level Administration & Support			
Area	Estimate	Detail	Department
Technology equipment budget	\$7500	budget adjustment	Human Resources
Shift to Aesop Software	\$8,000	<i>savings with new software</i>	Human Resources
Voluntary one time reduction for Director of Assessment	\$21,762	<i>one time reduction</i>	Assessment
staff reduction	\$50,000	<i>combining duties</i>	Business Services
Printshop Lease Savings	\$20,000	<i>change in equipment</i>	Business Services
Facilities Administration Reorganization	\$125,000	<i>reduction of positions</i>	Facilities
Trades position reductions	\$111,000	<i>reduction in FTE</i>	Facilities
Classified Substitute Budget	\$30,000	<i>budget adjustment</i>	Facilities
Fuel budget adjustment	\$40,000	<i>lower cost of fuel</i>	Transportation
Staff Reduction	\$80,000	<i>combining duties</i>	Transportation
Chargeback	\$15,000	<i>mid-day transportation for CTE courses can be partially recovered through CTE funding</i>	Transportation
Reduction in Homebound Budget	\$25,000	<i>Full budget not utilized over time</i>	Operations/Asst. Supt.
Clerical Reductions	\$120,000	<i>Review number of weeks and hours needed to meet needs</i>	HOCHS

District Level Educational Support			
Area	Estimate	Detail	Department
Innovation	\$112,000	<i>discontinue position & budget</i>	Curriculum & Instruction
Immersion Specialist Reduction	\$12,000	<i>reduce from .8 to .6</i>	Curriculum & Instruction
True North Americorps	\$70,000	<i>discontinue this model of intervention</i>	Curriculum & Instruction
Department Reorganization	\$250,000	<i>restructure curriculum support</i>	Curriculum & Instruction
Substitute Budget Reduction	\$50,000	<i>restructure staff development model</i>	Curriculum & Instruction
Staff Reduction	\$48,000	<i>caseload adjustment</i>	Special Education
District-wide			
Area	Estimate	Detail	Department
Administrative Reduction	\$60,000	<i>reduction of position</i>	District-wide
Reduced Cost	\$700,000	<i>difference between retiring staff and average new hire cost</i>	District-wide
Administrative Chargeback	\$50,000	<i>cover costs of service</i>	Community Education

FY 2018 Budget Planning (to date)

Projected Revenue to Expense	(\$1,500,000)
New Investments	(\$783,000)
Total Adjustment Target	\$2,283,000
Draft Adjustments	\$2,006,262
To be determined	<u>\$276,738</u>

Next Steps

- April:** 2017-18 Staffing Allocation Begins
- April:** Work Continues on Final FY 2018 Budget
- May:** Work Continues on Final FY 2018 Budget
- June:** Final FY 2018 Budget Approval

**Expenditure Contracts Signed
March 2017**

For your information, the Superintendent or the Executive Director of Business Services has signed the following expenditure contracts during the month of March 2017:

Name	Amount	Source	Description
Michael Sullivan	\$1,000.00	American Indian Education	Master of Ceremonies at the Minawaanigoziwin Round Dance on 3/31/17 at Denfeld
Sherwin Obey	\$1,000.00	American Indian Education	Stickman at the Minawaanigoziwin Round Dance on 3/31/17 at Denfeld
Interquest Detection Canines	\$6,000.00	Asst. Supt. Office	Canine assisted search of school properties for contraband
Tara Frisbie	\$5,500.00	Child Nutrition	Increase the 'not to exceed' amount on this contract from \$3,000 (reviewed by Board on 8/16/16) to \$5,500.00
Segue Consulting	\$1,650.00	Curriculum	One-day workshop for regional art teachers
City of Duluth – Wade Stadium	\$9,000.00	Denfeld	Baseball and softball season use for practice and games
ACCT, Inc.	\$3,360.00	Facilities	Asbestos work for the patch, repair and clean-up of areas at HOCHS
TKDA	\$24,900.00	Facilities	Professional design services to renovate the Stowe Elementary playground
Interim Healthcare	\$25,000.00	Human Resources	Health care staffing services
LaVenda Vann	\$1,800.00	Office of Education Equity	Increase the 'not to exceed' amount on this contract from \$1,300 (reviewed by Board on 2/28/17) to \$1,800.00
Michelle Goose	\$3,750.00	Office of Education Equity	Ojibwe language and cultural Curriculum writer for Misaabekong Ojibwe Immersion Program
Little Treasures	\$1,075.00	Special Services	Preschool planning as required by IEP

AGREEMENT

THIS AGREEMENT, made and entered into this day, February 16, 2017 by and between Independent School District #709, a public corporation, hereinafter called District, and Sherwin Obey, 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 2/16/17, and shall remain in effect until 6/30/17, 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.** The Contractor will be the Stickman for the evening. This person is in charge of setting up the "Stage" for the singers and the hand drums, keeping the singers ready, handing out the sticks. This person will be paid \$500.00 (Five hundred dollars) for the evening (5:30-10:00).
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 \$1,000.00 (One thousand dollars). 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:

Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor

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 the American Indian Education office, 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

PO BOX 13, DEER RIVER MN 56443

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.

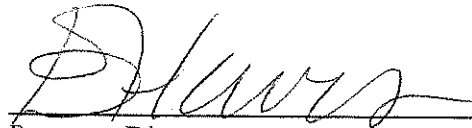
Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

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.

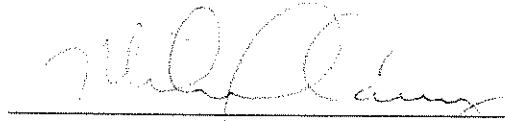
AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.


Contractor Signature _____ SSN/ Tax Identification Number _____ Date 2-20-17



Program Director

3/14/17
Date



Director of Curriculum and Instruction

3/19/17
Date



Director of Business Service / Superintendent of Schools

3/23/17
Date

AGREEMENT

THIS AGREEMENT, made and entered into this day, February 16, 2017 by and between Independent School District #709, a public corporation, hereinafter called District, and Michael Sullivan, 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 2/16/17, and shall remain in effect until 6/30/17, 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.** The contract will be providing services to be the MC (Master of Ceremonies) for the evening. This person keeps the Round dance participants and the crowd informed as to what is happening throughout the evening. This person will be paid \$500.00 (Five hundred dollars) for the evening (5:30-10:00).

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 \$1,000.00 (One thousand dollars). 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:

Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor

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 the American Indian Education office, 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

P.O. Box 1652 Hayward, WI 54843

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.


Contractor Signature

SSN/ Tax Identification Number

2-20-17
Date

[Handwritten Signature]

Program Director

3/14/17

Date

[Handwritten Signature]

Director of Curriculum and Instruction

3/9/17

Date

[Handwritten Signature]

Director of Business Service / Superintendent of Schools

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of March, 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and Interquest Canines, 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 March 9, 2017, 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.** Interquest shall provide contraband inspection services utilizing non-aggressive contraband detection canines. Such inspections may be conducted on an unannounced basis under the auspices and direction of administration with Interquest acting as an agent of the district while conducting such inspections. Communal areas, lockers, gym areas, parking lots (automobiles), grounds, and other select areas as directed by district officials, shall be subject to inspection. Contraband detected on district property is the responsibility of the district. Suspected drugs of abuse may be field tested to provide preliminary or presumptive identification of the drug.
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 \$6,000.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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 _____, 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: Interquest Canines, 34501 640th Ave., Wadena, MN 56482.

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.

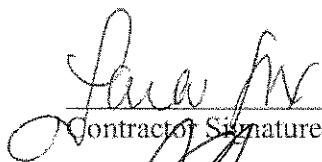
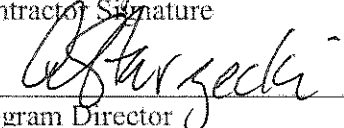
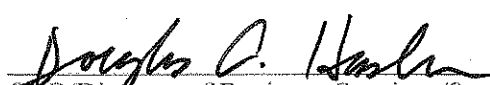
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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.

	Contractor Signature	SSN/Tax ID Number	03/20/2017 Date
	Program Director		3/20/17 Date
N/A	Director of Curriculum and Instruction		_____ Date
	CFO/Director of Business Services/Superintendent of Schools		3/20/17 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of February, 2017, 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 February 15, 2017, 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 as scheduled by the Food Service Supervisor.

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 for additional work hours at a rate of \$22.00 per hours. 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.

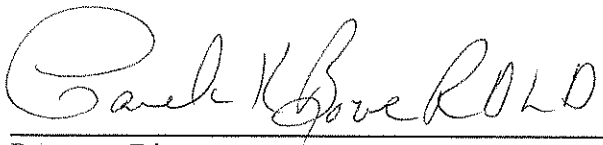
18. **Workers' Compensation Insurance.** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State 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.

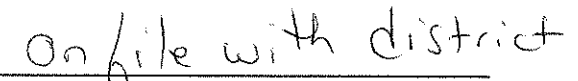
INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR



Program Director





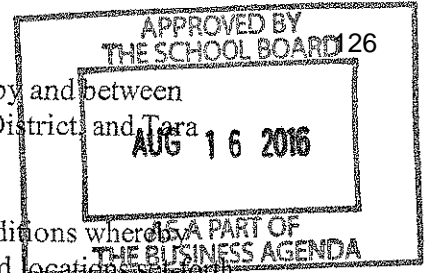
Taxpayer Identification Number



Director of Business Service

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

Paul Bone RD, LD
Program Director

Jana Kriin RD, LD

on file with district
Taxpayer Identification Number

W. Hanson
Director of Business Service

AGREEMENT

THIS AGREEMENT, made and entered into this 10 day of March , 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and Segue Consulting Partners-Dr. Wendy Barden , 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 March 10, 2017 , and shall remain in effect until April 20, 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.** (insert programs or services to be performed by contractor)
Dr. Wendy Barden, Segue Consulting Partners, will plan and present a one-day workshop to regional arts teachers "Measuring Student Growth in Arts Classrooms". Fee paid for up to 24 teachers to attend the one day workshop - funds from the NE MN Regional Perpich Grant. (More info on last page of contract.)
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 \$ 1,650.00 - One thousand, eight hundred dollars (\$1,100-workshop fee, snacks/beverages, \$250.00-workshop room rental & \$300-hotel, meals and mileage) . 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 Teri L. Akervik, 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 (mailing address including Zip Code)

15223 Lake Street Ext, Minnetonka, MN 55345

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.

<u>Kendy Barden</u>	_____	<u>3/28/2017</u>
Contractor Signature	SSN/Tax ID Number	Date

<u>D. Kerwin</u>	<u>Music Curriculum, Perpich Grant</u>	<u>3/10/17</u>
Program Director		Date

<u>Michelle Lang</u>	_____	<u>3/23/17</u>
Director of Curriculum and Instruction		Date

<u>Joseph A. Hepler</u>	_____	_____
CFO/Director of Business Services/Superintendent of Schools		Date

Event Date: April 20, 2017

Event Location: Country Inn & Suites - 4257 Haines Road Duluth, MN

Event Time: 8:30 am - 4:00 pm

Event Description: "Measuring Student Growth in Arts Classrooms"

Opportunity to discuss the research and practical implementation of standards-based teaching and learning in an arts classroom with an experienced arts educator. Our work will include:

Visual Arts teachers will

- Work collaboratively as Professional Learning Communities
- Consider different ways to think about pre-/post-assessment data
- Examine the power of pre-/post-assessments
- Explore various ways to disaggregate data available in their classrooms
- Practice analyzing data

The registration fee includes materials and morning/afternoon snacks. One hour is planned for lunch on your own.

Coffee, water, soda will be available throughout the day. Breakfast treats and fruit will be out in the morning, and cookies will be out for our afternoon break.

**WADE STADIUM
NON-EXCLUSIVE
USE AGREEMENT**

THIS AGREEMENT, by and between the City of Duluth, a municipal corporation under the laws of the State of Minnesota, hereinafter known as the "City," and Independent School District No. 709, a Minnesota public corporation, hereinafter referred to as "User Group."

WHEREAS, City is the owner of a baseball stadium facility located generally at 34th Avenue West and Second Street in the City of Duluth, St. Louis County, Minnesota, commonly known as "Wade Stadium," which includes a walled baseball field, dugouts, bullpens, parking, and a grandstand that contains public seating and washrooms and ticketing facilities. Wade Stadium and the foregoing amenities are shown on the attached Exhibit A and are collectively hereinafter referred to as the "Stadium."

WHEREAS, User Group desires to use the Stadium and adjacent Softball Fields 6 and 7 for its Denfeld High School baseball and softball programs.

WHEREAS, it is the desire of the City to coordinate and allow the cooperative use of the Stadium by as many groups as possible.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, City does hereby grant to User Group the non-exclusive rights to use the Stadium subject to the terms and conditions hereinafter set forth:

1. ADMINISTRATION.

For purposes of administering this Agreement, the City shall act through its Manager of Parks and Recreation or designee (the "Manager"). User Group shall act through its Athletic Director or designee.

2. GRANT OF RIGHTS.

a. Subject to the terms and conditions of this Agreement, City hereby grants to User Group during the right to use the Stadium and facilities described herein, together with one (1) stationary batting cage, one (1) portable batting cage and automatic scoreboard and public address sound system, hereinafter collectively referred to as the "Equipment," for the playing of baseball and other activities connected with baseball. City also hereby grants to User Group the use of scoreboards at Softball Fields 6 and 7 adjacent to Stadium. The use of the Stadium shall not include access to or the use of concession areas in the Stadium's grandstand area, nor the locker rooms.

b. User Group accepts that City grants the use of the Stadium without warranty of any kind, express or implied, of its fitness for User Group's use or suitability for a particular purpose and User Group accepts the premises "as is."

3. USE OF STADIUM.

a. User Group may only use Stadium for baseball or softball.

b. No later than February 24, 2017, User Group shall provide to City its proposed use schedule of the Stadium and field facilities for games and practices during the upcoming season. No later than March 1, 2017, City shall furnish to User Group an anticipated schedule for the dates and times when User Group will be allowed to use the Stadium ("User Group Schedule"). A copy of User Group Schedule is attached to this Agreement as Exhibit B. City may modify the schedule as it deems appropriate or necessary including reducing or increasing the times or dates when User Group will be entitled to use the Stadium. User Group agrees to work with the other user groups to coordinate, when possible, to ensure optimum use of the Stadium, and adjoining facilities.

c. City shall have ultimate control of the scheduling of various users of the Stadium. User Group agrees that it will use the Stadium only in conformance with the schedule for the use thereof approved by the City.

d. User Group agrees that it will provide supervision of its program participants and spectators by an adult User Group representative competently trained as appropriate for the activity.

e. User Group is authorized to use the existing automatic scoreboard and public address sound system at the Stadium during times immediately before, during, and after baseball games played by User Group at the Stadium. Prior to any use of said equipment, User Group shall provide to the City the names of persons it intends to operate the scoreboard and sound system for his or her approval together with evidence of their qualifications to properly operate it. User Group shall allow only persons who have been previously approved in writing by the City to operate the scoreboard and sound system. User Group shall be responsible for turning off the scoreboard and sound system used by it after each use, for returning to its proper place of storage and for securing it.

f. All Equipment used by User Group shall be used in accordance with its design and intended use and shall be responsible for any damage occurring during User Group's use. Loss of handheld remote for Softball Fields 6 and 7 will result in a \$350.00 replacement cost.

g. User Group agrees to comply with the Usage Guidelines attached to this Agreement as Exhibit C. City reserves the right to modify the Usage Guidelines in writing from time to time and will provide User Group with the modified Usage Guidelines that shall be binding upon User Group. User Group shall provide its game opponent with a copy of the Usage Guidelines and shall use best efforts to ensure its opponent's compliance. User Group shall be responsible for any damage caused by or resulting from the opposing team.

h. User Group specifically agrees that, in its use of the playing field and related areas, it will follow best practices to appropriately utilize said facilities and, in particular, will use its best efforts to minimize or eliminate to the extent practical any damage to the field and related areas.

i. User Group shall insure that the Stadium is kept clean and in an orderly condition and that all paper, garbage, and other debris has been picked up and is deposited in the appropriate receptacles.

j. User Group shall promptly notify the City in writing of any incident of injury or loss or damage to the Stadium of City or any User Group participants or invitees occurring within the premises during its use of the facilities. 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 as Exhibit D.

k. User Group shall prohibit alcohol use and smoking and use of tobacco products at Stadium by User Group and User Group's invitees.

4. FEE AND REFUNDS.

a. A copy of the City's current Fee Schedule is attached as Exhibit E. User Group will pay the City the total use fee of Eight Thousand Seventy-three and no/100ths Dollars (\$8,073.00) as outlined on the User Group Schedule attached as Exhibit B (the "Usage Fee")., which schedule is subject to change based on actual usage of the Stadium and Softball Fields 6 and 7. User Group will pay the Usage Fee in full on or before April 30, 2017; rental payments shall be deposited in Fund 210, Agency 030, Organization 3190, Revenue Source 4625-04. Such rental payments shall be due absolutely without right of set-off or any other reduction for any reason whatsoever, except for the ten percent (10%) deduction reflected on Exhibit B. User Group agrees to pay interest at a rate of 1.5% per month (18% per annum), on all past due balances due to the City. User Group agrees to pay any collection costs, including but not limited to court costs, collection fees, and attorney' fees.

b. In case of inclement weather, User Group may not use or occupy Stadium. If the Stadium is closed by City due to inclement weather, then User Group shall be entitled to a refund as set forth in the Cancellation Policy attached as Exhibit F. City shall have final authority to determine inclement weather requiring Stadium closure.

5. TERM.

Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on January 1, 2017, and expire on June 30, 2017, unless sooner terminated as provided for herein.

6. TERMINATION.

- a. **WITHOUT CAUSE.** City may terminate this Agreement without cause by providing at least thirty (30) calendar days' written notice to User Group.
- b. **FOR CAUSE.** City may terminate this Agreement for the material breach by User Group of any provision of this Agreement, including its Exhibits, if such breach is not cured to the satisfaction of City within seven days of delivery of a written notice by City (or such longer time as specified in the notice). The notice shall identify the breach and the necessary actions to remedy the breach.
- c. **IMMEDIATELY BY CITY.** City may terminate this Agreement immediately on notice to User Group if City believes in good faith that the health, welfare, or safety of Stadium, occupants, or neighbors would be placed in immediate jeopardy by the continuation User Group's operations.
- d. **SURRENDER POSSESSION.** Upon termination of this Agreement, User Group agrees to surrender possession of Stadium to City in as good condition and state of repair as said Stadium were in at the time User Group took possession, acts of God excepted.

7. INSURANCE.

- a. During the term of this Agreement, User Group shall have such coverage as will protect User Group and the City against risk of loss or damage to the Stadium and against claims that may arise or result from the maintenance and use of the Stadium during the Agreement Term. User Group shall procure and maintain continuously in force Public Liability Insurance written on an "occurrence" basis under a Comprehensive General Liability Form in limits of not less than \$1,500,000 aggregate per occurrence for personal bodily injury and death and limits of \$1,500,000 for Stadium damage liability. Insurance required in this Agreement shall be taken out and maintained in responsible insurance companies organized under the laws of the states of the United States and licensed to do business in the State of Minnesota. Insurance shall cover public liability including premises and operations coverage, independent contractors - protective contingent liability, personal injury, contractual liability covering the indemnity obligations set forth herein, and products – completed operations. User Group shall provide to City Certificates of Insurance evidencing said. The Certificates of Insurance shall name City as additional insured.
- b. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the User Group's interests and liabilities. City officials are granted the authority to refuse to execute this Agreement upon default by User Group of the requirements of this paragraph.
- c. The City does not represent or guarantee that these types or limits of coverage are adequate to protect the User Group's interests and liabilities.

d. The City shall not be liable to User Group or any injury or damage resulting from any defect in the construction or condition of the Stadium nor for any damage that may result from the negligence of any other person whatsoever.

8. HOLD HARMLESS AND INDEMNIFICATION.

a. User Group 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 User Group, 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 User Group arising out of, related to or associated with the use, management, maintenance or operation of the premises by User Group or performance of its obligations under this Agreement.

b. User Group will indemnify the City for any damage to any City property at Stadium caused by User Group, its agents, volunteers, employees, and invitees.

9. INDEPENDENT RELATIONSHIP.

a. Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting User Group as agents, representatives or employees 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.

b. User Group's employees shall not be considered employees 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 User Group while so engaged and any and all claims whatsoever on behalf of User Group 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. User Group 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.

10. RECORDS RETENTION.

User Group agrees to maintain all Stadium records during this Agreement and for six (6) years after its termination or expiration.

11. GOVERNMENT DATA PRACTICES.

User Group 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 User Group 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 User Group. If User Group receives a request to release the data referred to in this clause, User Group must immediately notify the City and consult with the City as to how User Group should respond to the request. User Group agrees to hold the City, its officers, and employees harmless from any claims resulting from the User Group's unlawful disclosure or use of data protected under state and federal laws.

12. NOTICES.

Unless otherwise provided herein, notice to the City or User Group 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: Parks and Recreation Manager
411 W. First Street, Ground Floor
Duluth, Minnesota 55802

ISD 709 - Denfeld High School
Attn: Athletic Director
4405 W. 4th Street
Duluth, Minnesota 55807

13. CITY ACCESS.

a. User Group shall permit the City, and its designees, to access and inspect the Stadium at any time. User Group shall not change the locks or otherwise prohibit or inhibit City access to any portion of the Stadium.

b. City shall be exclusively responsible for the design and designation of keying systems, lock changes, key fabrication and key distribution. User Group shall comply with City's Key Control Policy, a copy of which shall be provided to Agency, and is subject to unilateral change by City during this Agreement.

c. User Group shall not make copies of Stadium keys. All keys shall be promptly returned to the City upon termination or expiration of this Agreement. If keys are not returned, City may rekey applicable Stadium key locks and collect payment from User Group for actual City employee time and/or replacement costs.

14. TAXES.

User Group 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 User Group's operations of Stadium, including real property and sales taxes, if applicable. It is further agreed that City may pay the same on behalf of User Group and immediately collect the same from User Group, or reduce any amount owed User Group by City pursuant to this Agreement. User Group 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.

15. GENERAL TERMS AND CONDITIONS.

a. User Group agrees that it will obey all laws, rules, and regulations applicable to its use of or occupancy of the Stadium and to use its best efforts to insure that its players, coaches, employees and invitees so conform to such requirements. In addition, User Group agrees to procure at its expense all licenses and permits necessary for carrying out the provisions of this Agreement.

b. User Group agrees that it will not sublet the Stadium, or any part thereof, and will not assign this lease or any interest therein, nor permit such lease to become transferred by operation of law or otherwise, and that no act or acts will be done or suffered whereby the same may be or become sublet or assigned in whole or in part.

c. This Agreement, together with all of its terms, covenants, and conditions is made in the State of Minnesota and is to be interpreted in accordance with the laws of the State of Minnesota.

d. User Group agrees that it shall neither assign nor transfer any rights or obligations under this Agreement.

e. The waiver by the City or User Group 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.

f. The parties agree that 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.

g. 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.

h. This Agreement and Exhibits are the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon. This Agreement shall supersede all prior written and oral negotiations, understandings or agreements.

i. There are no representations, warranties or stipulations, either oral or written, not herein contained.

j. No amendments to this Agreement shall be binding unless such amendment is in writing and executed with the same formality and approvals as this Agreement. This Agreement may be amended only by a written instrument signed by both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date first shown below.

CITY OF DULUTH

INDEPENDENT SCHOOL DISTRICT
NO. 709

By: _____
Mayor

By: _____

Attest: _____
City Clerk

Printed Name: _____

Its: _____

Date Attest: _____

Dated: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney

EXHIBIT A

WADE STADIUM
DULUTH, MN

- KEY
- A - Advertising Space
 - B - Playing Field
 - C - Stadium Grandstand
 - D - Joint Use Facilities
 - E - Storage Area
 - F - Huskie's Office Space
 - G - Locker Rooms
 - H - Concession Area

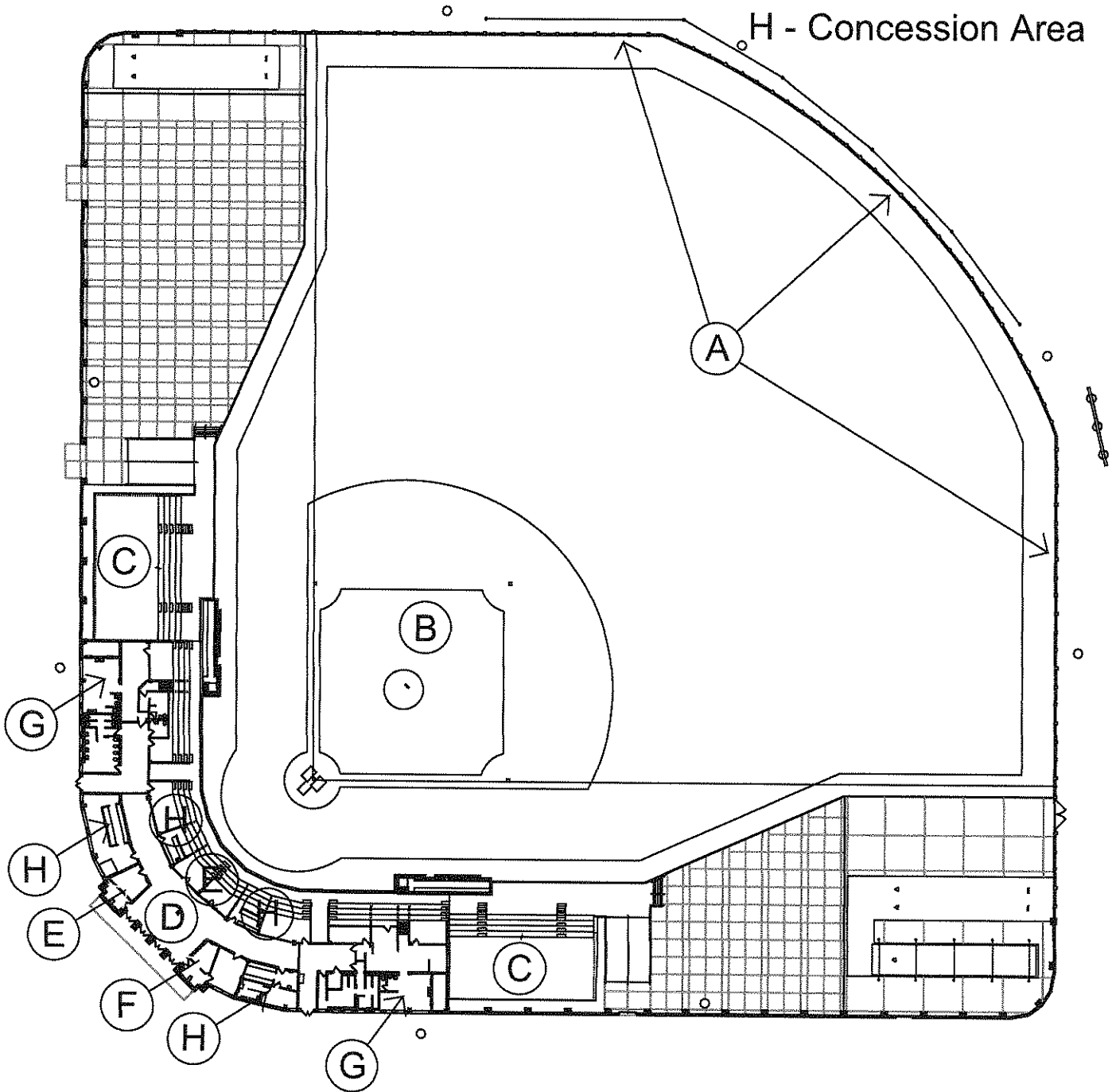


EXHIBIT B

Baseball					Softball				
Date	Event		Rate	Cost		Event	Rate	Cost	
3/28/2017	Practice	4:00-6:00	\$80/hr	\$160.00					
3/29/2017	Practice	4:00-6:00	\$80/hr	\$160.00					
3/30/2017									
3/31/2017									
4/1/2017									
4/2/2017									
4/3/2017	Practice	4:00-6:00	\$80/hr	\$160.00		Field 6	Practice	\$15/2hr max	\$15.00
4/4/2017	Practice	7:00-9:00	\$80/hr	\$160.00		Field 6	Practice	\$15/2hr max	\$15.00
4/5/2017						Field 6	Practice	\$15/2hr max	\$15.00
4/6/2017						Field 6	Practice	\$15/2hr max	\$15.00
4/7/2017	Practice	7:00-9:00	\$80/hr	\$160.00		Field 6	Practice	\$15/2hr max	\$15.00
4/8/2017									
4/9/2017									
4/10/2017						Field 6	Practice	\$15/2hr max	\$15.00
4/11/2017						Field 6	Practice	\$15/2hr max	\$15.00
4/12/2017	Practice	7:00-9:00	\$80/hr	\$160.00		Field 6	Practice	\$15/2hr max	\$15.00
4/13/2017						Field 6	Practice	\$15/2hr max	\$15.00
4/14/2017	Practice	7:00-9:00	\$80/hr	\$160.00		Field 6	Practice	\$15/2hr max	\$15.00
4/15/2017	Game Day	7inning	\$210	\$210.00					
	Field 5		\$25	\$25.00					
4/17/2017	Practice	7:00-9:00	\$80/hr	\$160.00		Field 6	Practice	\$15/2hr max	\$15.00
4/18/2017	Game Evening	7inning	\$235	\$235.00		field 6	Game	\$25	\$25.00
	Field 5		\$25	\$25.00		2hr	Lights	\$60/hr	\$120.00
	Lights		\$60/hr	\$120.00					
4/19/2017						Field 6	Practice	\$15/2hr max	\$15.00
4/20/2017	Game Evening	7inning	\$235	\$235.00					
	Field 5		\$25	\$25.00					
	Lights		\$60/hr	\$120.00					
4/21/2017						Field 6	Practice	\$15/2hr max	\$15.00
4/22/2017									
4/23/2017									
4/24/2017	Practice	4:00-6:00	\$80/hr	\$160.00		Field 6	Practice	\$15/2hr max	\$15.00
4/25/2017	Game Evening	7inning	\$235	\$235.00					
	Field 5		\$25	\$25.00					
	Lights		\$60/hr	\$120.00					
4/26/2017	Practice	4:00-6:00	\$80/hr	\$160.00		Field 6	Practice	\$15/2hr max	\$15.00
4/27/2017	Game Evening	7inning	\$235	\$235.00		Field 6	Practice	\$15/2hr max	\$15.00
	Field 5		\$25	\$25.00					
	Lights		\$60/hr	\$120.00					
4/28/2017	Field 5		\$25	\$25.00		Field 6	Practice	\$15/2hr max	\$15.00
	Lights		\$60/hr	\$120.00					
4/29/2017									
4/30/2017									
5/1/2017	Game Evening	7inning	\$235	\$235.00		Field 6	Practice	\$15/2hr max	\$15.00
	Field 5		\$25	\$25.00					
	Lights		\$60/hr	\$120.00					
5/2/2017						Field 6	Practice	\$15/2hr max	\$15.00
5/3/2017	Practice	7:00-9:00	\$80/hr	\$160.00		Field 6	Practice	\$15/2hr max	\$15.00
5/4/2017	Game Evening	7inning	\$235	\$235.00		field 6 & 7	Game	25/field	\$50.00
	Field 5		\$25	\$25.00		2hr	Lights	\$60/hr	\$240.00
	Lights		\$60/hr	\$120.00					
5/5/2017						field 6	Game	\$25	\$25.00

EXHIBIT C

WADE STADIUM USAGE GUIDELINES

144

It is the responsibility of the field representative and/or individual identified as the person on the permit to enforce the rules and regulations regarding the conduct of the group while using Wade Stadium. These rules include, but are not limited to:

PRACTICE/BATTING PRACTICE/INFIELD DRILLS

- A hitting mat is to be used in the batters' and catchers' boxes during batting practice and all non-game/scrimmage situations.
- Protective matting is to be used in the catchers' area of bullpens.
- A pitching platform is to be used by the pitcher during batting practice
- Protective matting is to be used by hitters during practice and "infield" drill
- Move repetitive drills to various areas of the field to minimize wear patterns

FOOTWEAR

- Clean (free of mud) athletic shoes are required.
- **In all game and non-game situations only plastic or molded spikes may be worn by players.**

FOOD & BEVERAGES

- No food including sunflower seeds, peanuts, gum or any form of tobacco are allowed on the turf surface.
- No sunflower seeds in the seating area, dug-outs or on the field. Users will be held responsible for sunflower seeds getting on to the turf surface as a result of their usage of the field, which could include a fine and responsibility for repair of damage to the turf field system.
- Please do not spit on artificial turf
- Clear water in bottles or coolers with water are the only beverage permitted on the field. Absolutely no coffee, soda pop, alcohol, or colored drinks including sport drinks are permitted on the field
- No glass containers allowed on turf

FIELD CARE

- Groups shall inspect the fields/facility prior to and subsequent to each use to determine whether condition are safe and/or appropriate for any intended use. Groups shall promptly advise the Manager of any unsafe/dangerous condition.
- Field use begins and ends at the times stated on the permit, including inspections, set-up and clean-up. Groups are not allowed on the fields prior to the start time stated on the permit and are required to exit the fields and have adjacent areas cleaned up at the ending time indicated on the permit.
- Property boundary walls and fences are not to be used as backstops at any time. No hitting or kicking balls into backstops or fences. No climbing of fences.
- No unauthorized tents, chairs, or shade structures will be allowed on the turf surface.
- Only free standing field markers and sports equipment may be used on the turf surface. No stakes, posts, poles, or markers of any kind may be driven into the turf surface.
- Wheeled devices, including but not limited to motorized vehicles, bikes, wagons, inline skates, scooters and skateboards are not allowed on the turf.
- No paint, chalking, tape or other adhesive material is permitted without prior approval.
- Golfing or other non-authorized use is prohibited on the turf surface.
- Animals are NOT ALLOWED inside the turf area. (Official guide or therapy animals on duty allowed.)

WASTE/CLEAN-UP

- Disposal of recyclables must comply with the City's and Western Lake Superior Sanitary District (WLSSD)'s reasonable guidelines relating to recycling, energy efficiency and maintenance of the premises. A copy of the current guidelines is attached to this Exhibit C.
- Please dispose of all garbage in trash cans.

EXHIBIT D**City of Duluth Incident/Injury Report**

145

Supervisor to complete within 24 hours of incident/injury. If injury required treatment by a medical provider, attach medical documentation. Completed forms should be emailed to accidentreporting@duluthmn.gov.

Date of incident/injury:	<input type="checkbox"/> Employee <input type="checkbox"/> Non-Employee	Department/Division:
Choose one that best describes this claim: <input type="checkbox"/> Incident only, no medical care <input type="checkbox"/> Medical only, no lost time <input type="checkbox"/> Injury includes lost time		
Initial treatment sought:	<input type="checkbox"/> Hospital ER <input type="checkbox"/> Clinic <input type="checkbox"/> Refused to see MD / None	Doctor/clinic name, address, phone number:

Last name:	First name:	MI:	SSN:
Address:			
City:	State:	Zip code:	Phone:
Date of hire:	Occupation:	Date of birth:	
		Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female	

Did injury occur on employer's premises? <input type="checkbox"/> Yes <input type="checkbox"/> No	Name and address of the place of the occurrence:
---	--

Time employee began work: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	Time of injury: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.
Date employer notified of injury: _____	Date employer notified of lost time: _____
First date of any lost time: _____	Return to work date: _____
RTW with restrictions: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

Describe the nature of the illness or injury. Be specific. Include body parts affected.

Describe the activities when injury occurred with details of how it happened.

What tools, equipment, machines, objects and/or substances were involved?

Incident investigation conducted: <input type="checkbox"/> Yes <input type="checkbox"/> No	Date supervisor notified: _____	Date report completed: _____
Supervisor name: _____	Supervisor phone number: _____	

Names and phone numbers of witnesses:

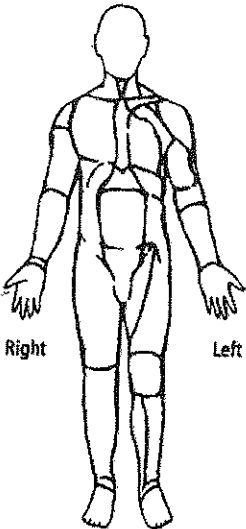
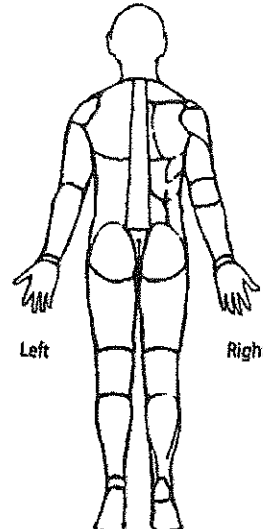
Incident was a result of: safety violation machine malfunction product defect motor vehicle accident N/A

Supervisor comments:

What actions have been taken to prevent recurrence?

EXHIBIT D

City of Duluth Incident/Injury Report

<p>CAUSE</p> <p><input type="checkbox"/> Slip and fall</p> <p><input type="checkbox"/> Struck by equipment</p> <p><input type="checkbox"/> Lifting or moving</p> <p><input type="checkbox"/> Caught (in, on, or between)</p> <p><input type="checkbox"/> Needle puncture</p> <p><input type="checkbox"/> Object in eye (<input type="checkbox"/> Right <input type="checkbox"/> Left)</p> <p><input type="checkbox"/> Repetitive/overuse</p> <p><input type="checkbox"/> Other (specify): _____</p> <p>TYPE OF INJURY</p> <p><input type="checkbox"/> Scrape/bruise</p> <p><input type="checkbox"/> Sprain/strain</p> <p><input type="checkbox"/> Puncture wound</p> <p><input type="checkbox"/> Cut/laceration</p> <p><input type="checkbox"/> Concussion</p> <p><input type="checkbox"/> Bite</p> <p><input type="checkbox"/> Chemical burn/rash/breathing difficulties</p> <p><input type="checkbox"/> No apparent injury</p> <p><input type="checkbox"/> Other (specify): _____</p>	<p style="text-align: center;">MARK AREAS OF INJURY BELOW:</p> <p style="text-align: center;">Areas can be marked by typing an "X" in the text box wherever needed.</p> <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> <p>Front</p>  </div> <div style="text-align: center;"> <p>Back</p>  </div> </div>
---	---

COMPLETE FOR VEHICLE, EQUIPMENT, OR PROPERTY DAMAGE				
<p>For vehicle accidents: Attach sketch and additional information of how vehicle accident occurred. Include street names, direction of travel, locations of vehicles, objects and traffic control devices (↑ North)</p>				
Incident Location: _____		Time of incident: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.		
Police called: <input type="checkbox"/> Yes <input type="checkbox"/> No		Police Traffic Accident Report ICR #: _____		
City vehicle, property, or equipment involved	Description: _____			
	Vehicle #: _____	Make/Model: _____	Year: _____	
	Describe damage: _____			
Non-city vehicle, property, or equipment involved	Owner full name: _____		<input type="checkbox"/> Driver <input type="checkbox"/> Passenger <input type="checkbox"/> Other	
	Owner address: _____			
	Owner phone number: _____		Vehicle license #: _____	
	Make/Model: _____		Color: _____ Year: _____	
	Describe damage: _____			
Weather conditions:	Roadway conditions:	Light conditions:	Approximate temperature: _____ °F	
<input type="checkbox"/> Clear <input type="checkbox"/> Wind	<input type="checkbox"/> Dry <input type="checkbox"/> Mud	<input type="checkbox"/> Night	Estimated speed: _____ mph	
<input type="checkbox"/> Rain <input type="checkbox"/> Cloudy	<input type="checkbox"/> Wet <input type="checkbox"/> Paved	<input type="checkbox"/> Day	Vehicle: <input type="checkbox"/> Loaded <input type="checkbox"/> Empty	
<input type="checkbox"/> Fog <input type="checkbox"/> Sleet	<input type="checkbox"/> Snow <input type="checkbox"/> Unpaved	<input type="checkbox"/> Good	What was load: _____	
<input type="checkbox"/> Snow	<input type="checkbox"/> Ice	<input type="checkbox"/> Poor	Drug and/or alcohol test? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

The Incident/Injury Form should be printed and signed by supervisor and employee. Completed forms can be scanned to accidentreporting@duluthmn.gov.

Supervisor Signature: _____

Date: _____

Employee Signature: _____

Date: _____



WADE STADIUM RENTAL FEE SCHEDULE

Prices below ***do not*** include tax.

Tax exempt organization must submit a certificate of exemption.

Night rates during Jan. 1-June 11 begin at 3:30pm

Night rates during June 12-Dec. 31 begin at 5:00pm

2-7 INNINGS

USAGE

	<u>Spring</u> <u>Jan. 1-June 11</u>	<u>Summer/Fall</u> <u>June 12-Dec. 31</u>
Double Header	\$400	\$265
Single		
Day	\$210	\$135
Night	\$235	\$150

9 INNINGS

Double Header	\$490	\$300
Single		
Day	\$260	\$160
Night	\$285	\$185

USAGE FEE

All Day Tournament	\$570	\$490
Per Hour	\$80	\$60

****2017 Fee Schedule****

Cancellation Policy Wade Stadium and Wheeler Field Athletic Complex

Inclement Weather Field Closures

The City of Duluth's Buildings & Grounds Maintenance Supervisor or designee reserves the right to close Wade and Wheeler facilities/fields due to inclement weather. In case of inclement weather, the scheduled field/facilities are not to be used. Be aware that if organizations use the field/facility during inclement weather, you and your organization will be held responsible for any and all damages that may occur as a result of such use including repair costs and lost revenue due to prolonged closure. It is the user group's responsibility to call the League Hotline at (218) 730-4321 to verify field closures.

Payments/Refund Policy

All payment of fees must occur before use of the Facility.

General Refund Criteria

Type Of Refunds:

Refund

Use of facilities/field rental cancelled by City's Buildings & Grounds Maintenance Supervisor as a result of field conditions.

100% refund

Use of facilities/field rental cancelled by User Group.

Refund to be issued:

- 30 days or more prior to first day of use – 100%
- 14-29 days prior to first day of use – 50%
- Less than 14 days prior to first day of use – No refunds except cancellations due to Cold Weather Game Day Policy shown below.

Use of facilities/field rental cancelled due to Cold Weather Game Day Policy. Applies to games and practices.

100% refund

Cold Weather Game Day Policy:

It is recommended that all conference games will not be started if the "feels like temperature" is at or below 32 degrees Fahrenheit. The official source for the "feels like temperature" is www.weather.com. The game may still be played if both coaches are in agreement, but the "feels like temperature" is not reached. Once a game is started, the umpire-in-chief along with the on-side administrator will be the judge as to the suspension, resumption or termination of the play due to poor weather.

MEMORANDUM

TO: Doug Hasler, CFO/Executive Director of Business Services

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

DATE: March 10, 2017

RE: **Contract for Asbestos Repair HOCHS Basement and Attic**

The attached contracts between ISD 709 and ACCT Inc. are for asbestos consulting work to patch, repair, and clean up asbestos in the basement, attic, and loading dock of HOCHS. The repair work is required to be completed as identified on the 3 year asbestos report. ACCT can begin the work as soon as the contract is signed.

Attached for your signature please find 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: Dave Spooner

AGREEMENT

THIS AGREEMENT, made and entered into 7th day of March, 2017, 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 March 10, 2017 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 patch, repair, and clean up per quote from March 7th, 2017 and other repairable areas as needed for the basement, attic, and loading dock of Historic Old Central High School (HOCHS). Project Base Quote time and materials not to exceed - \$3,360.00.*
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 \$3,360.00. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.
6. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by ISD 709 within 30 days of submission of a proper invoice by the Contractor;
 - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
7. **Propriety of Expenses.** The fact that ISD 709 has reimbursed Contractor for any expense claimed by Contractor shall not preclude ISD 709 from questioning the propriety of

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

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

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

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

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

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

11. **Notices.** All notices to be given by Contractor to ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of 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>
Doug Hasler	CFO/Executive Director of Business Services

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

<u>ISD 709 Employee</u>	<u>Position</u>
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.

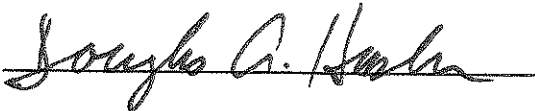
Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709

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

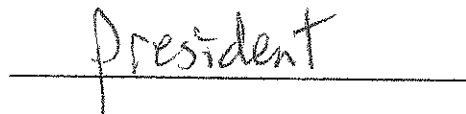
ACCT INCORPORATED



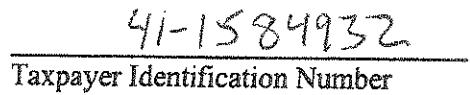


CFO/Executive Director of Business Services

By



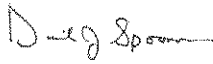
Title



Taxpayer Identification Number

Memorandum

To: Doug Hasler
Director of Business Services

From: Dave Spooner 
Manager of Facilities

Date: March 17, 2017

Re: TKDA Proposal Dated February 6, 2017 - Stowe Playground Professional Services

Attached are two copies of an agreement with TKDA, to provide professional design services as indicated and defined in the attached proposal dated February 6, 2017. This agreement is for design services to renovate Stowes playground as defined in the Districts 10 Year Capital Plan.

The fee for this work in based on an hourly time and material basis in an amount not to exceed \$24,900.00.

Recommendation:

I am recommending that the Director of Business Services enter into an agreement with TKDA, to perform the work scope as defined in the attached February 6, 2017 proposal, on an hourly time and material basis in an amount not to exceed \$24,900.00.

Attachments

AGREEMENT

THIS AGREEMENT, made and entered into 15th day of March, 2017, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and TKDA, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of March 15, 2017 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.**
 1. The Scope of Work to be performed by Contractor is described as follows: Outlined in the Proposal for Engineering Services for Grading and Site Design at Stowe Elementary School dated February 6, 2017 as attached.
3. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Printed Memoranda of Agreement and Title Sheet;
 2. Contractors Proposal Dated February 6, 2017;
 3. Contractors Insurance Policy;
4. **Background Check.** *N/A*

Contractor must provide an executed criminal history consent form and a money order or check payable to ISD 709 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.

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 on a time and material basis up to a sum not to exceed \$24,900.00. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.

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

- a. Payment shall be made by ISD 709 within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

10. **Indemnity and defense of ISD 709.** Contractor shall indemnify, hold harmless and defend ISD709, its employees, agents, successors and assigns, and their respective shareholders, directors, officers, employees and agents against and in respect to any and all claims, suits, actions, proceedings, investigations, judgments, deficiencies, damages, settlements, liabilities, general losses, costs and reasonable attorneys' fees, court costs and litigation expenses (collectively "Liabilities") which may arise out of, relate to or result from any negligent 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: David Spooner, 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: TKDA, 11 East Superior Street, Suite 420, Duluth, MN 55802, Attn: Jon Loye, PE.

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

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

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

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

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

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

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

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

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

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

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

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

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

21. **Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. ISD 709 shall be named an additional insured under said policy and proof of this insurance shall be provided to ISD 709. This insurance shall be in at least the amount of \$1,500,000.

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

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

<u>ISD 709 Employee</u>	<u>Position</u>
Douglas Hasler	Director of Business Services

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

<u>ISD 709 Employee</u>	<u>Position</u>
David Spooner	Manager of Facilities

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.

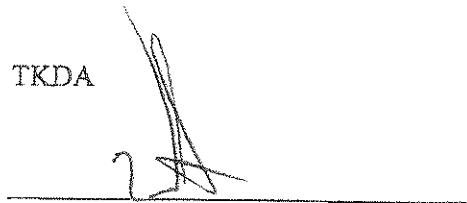
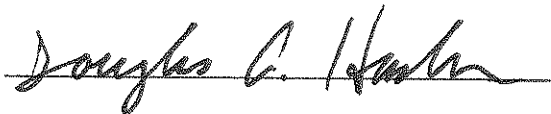
At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph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

TKDA



CFO/Executive Director of Business Services

William E. Deitner, PE

President/CEO

41-0579540

Taxpayer Identification Number



11 East Superior Street, Suite 420
 Duluth, MN 55802
 218.724.8578
 tkda.com

February 6, 2017

Via Email Only: David.Spooner@isd709.org

Mr. David Spooner
 Manager of Facilities
 Independent School District 709
 215 North 1st Avenue East
 Duluth, Minnesota 55802

Re: Proposal for Engineering Services
 Grading and Site Design
 Stowe Elementary School, Duluth, Minnesota

Dear Mr. Spooner:

In response to your request, we propose to provide Engineering Services in connection with the Stowe Elementary Playground and Site Improvements project, hereinafter called the Project. Our services will be provided in the manner described in this Proposal subject to the terms and conditions set forth in the attached "General Provisions of Engineer-Architect Agreement" dated July 2009. Hereinafter, ISD 709 is referred to as the CLIENT.

I. PROJECT DESCRIPTION

The playground and adjacent site at Stowe Elementary School are in need of repair. The CLIENT is redesigning the playground to be consistent with its other schools. The CLIENT has requested that TKDA provide a Proposal to perform Grading, Site Design, and Playground Design.

II. KEY PERSONNEL/QUALIFICATIONS

TKDA has the knowledge and experience to provide a quality Project at a reasonable cost. TKDA's staff have experience in performing site design work, including recent work at both Duluth and Hermantown Schools. We are teaming with SAS Architects to aid in the design and layout of the playground. SAS has designed several playgrounds for the CLIENT and is familiar with the equipment and design requirements. We will provide design services from our Duluth, Minnesota, office with our team of experienced professionals as follows:

1. **Jon Loye, PE.** Jon will serve as Project team leader, overseeing the site grading and providing coordination for the TKDA team. Jon has 10 years of work experience in both the public and private sectors, including Duluth and Hermantown school site designs.
2. **Nick Maki, EIT.** Nick has experience in both design and construction of site work, as well as street and utility type projects. Nick will perform CAD work, tabulation of quantities, and develop the construction details and plans for the Project. Nick will assist during construction as well if that is required.
3. **Jon Kamp, LSIT.** Jon has nearly 35 years of experience in land surveying, utility and site grading, and CAD drafting. Jon will prepare the site grading/contour development and basic drainage for the site.
4. **Luke Sydow, PLA.** Luke has worked on numerous playgrounds throughout his 20+ years as a Landscape Architect and will be responsible for the playground orientation within the site along with the developing necessary construction plans and details for the playground. Luke will assist with the overall site design, grading and site elements to create a unified Project.

Mr. David Spooner
 Independent School District 709
 Proposal for Engineering Services – Grading and Site Design Stowe Elementary, Duluth, Minnesota
 February 6, 2017
 Page 2

III. SERVICES TO BE PROVIDED BY TKDA

Based on TKDA's understanding of the Project, we propose to provide the following services:

A. SITE GRADING AND DESIGN

TKDA will use survey information provided to us to create a grading plan and site layout plan for the building project.

B. PLANS AND SPECIFICATIONS

1. Create a topographic survey.
2. TKDA will confirm with City of Duluth Engineering the requirements for post-construction storm water management devices.
3. Develop a construction plan set to grade the site and construct a new playground.
4. Determine if a retaining wall extension is required.
5. Design the playground, including fall protection, select playground equipment, and installation plan consistent with other school layouts.
6. Prepare technical specifications to accompany the plan set.
7. Prepare a Storm Water Pollution Prevention Plan (SWPPP) and erosion control plan for the Project. The Project will require construction-phase BMPs to be installed.
8. Prepare Engineer's Opinion of Probable Construction Costs for the site work.

C. CONSTRUCTION ADMINISTRATION

1. Provide construction staking for grading.
2. Construction inspection of materials and grading work for the Project.
3. On-site construction meetings.

IV. ADDITIONAL SERVICES

If authorized in writing by the CLIENT, we will furnish or obtain from others Additional Services of the types listed below which are not considered as basic services under this Proposal. Additional Services shall be billable on an Hourly Time and Materials basis and such billings shall be over and above any maximum amounts set forth in this Proposal.

- A. Design of footings or structural elements.
- B. Perform boundary survey or locate property lines.

V. CLIENT'S RESPONSIBILITIES

These responsibilities shall be as set forth in Article 8 of the General Provisions and as further described or clarified hereinbelow:

- A. Designate one individual to act as a representative with respect to the work to be performed, and such person shall have complete authority to transmit instructions, receive information, interpret and define policies, and make decisions with respect to critical elements pertinent to the Project. This individual shall be identified in the signature block area of this Proposal.
- B. Provide TKDA with access to the site as required to perform services listed in SECTION III.

Mr. David Spooner
Independent School District 709
Proposal for Engineering Services – Grading and Site Design Stowe Elementary, Duluth, Minnesota
February 6, 2017
Page 3

- C. Provide reviews of materials furnished by TKDA in a reasonable and prompt manner so that the Project schedule can be maintained.
- D. Contact prospective bidders to directly solicit bids.
- E. Submit permit applications and pay any permit fees.

VI. PERIOD OF SERVICE

We would expect to start our services promptly upon receipt of your written acceptance of this Proposal and to complete SECTION III.A services within one month thereafter. The Project will be designed on a schedule to bid construction work and complete construction prior to the 2017-2018 school year

VII. COMPENSATION

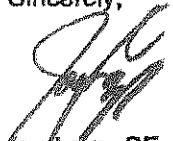
Compensation to TKDA for services provided as described in SECTION III of this Proposal shall be on an Hourly Time and Materials basis in an amount not to exceed \$24,900. Our Hourly Rate Schedule is attached. Payment shall be made in accordance with Article 3 of the attached General Provisions.

The effort required to accomplish SECTION III services can be affected by factors beyond our control. Therefore, if it appears at any time that charges for services rendered under SECTION III will exceed the above, we agree that we will not perform services or incur costs which will result in billings in excess of such amount until we have been advised by you that additional funds are available and our work can proceed.

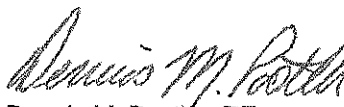
VIII. CONTRACTUAL INTENT

We thank you for the opportunity to submit this Proposal. We agree that this letter and attachments constitute a contract between us upon its signature by an authorized official of Independent School District 709 and the return of a signed copy to us. Please contact Jon Loye at 218.491.7387 or jon.loye@tkda.com if you have any questions.

Sincerely,



Jon Loye, PE
Project Manager



Dennis M. Postler, PE
Vice President, Municipal Services

JML:DMP:prd
ATTACHMENTS: SCHEDULE 3000-S30
GENERAL PROVISIONS

ACCEPTED FOR INDEPENDENT SCHOOL DISTRICT 709

By: _____
(signature) Printed Name/Title Date

CLIENT'S DESIGNATED REPRESENTATIVE:

Name/Title Phone Email





2017 SCHEDULE OF HOURLY BILLING RATES

<u>Classification</u>	<u>Range of Hourly Billing Rates*</u>
Senior Registered Engineer, Architect, Landscape Architect, Senior Scientist, Senior GIS Analyst or Senior Planner	\$ 114.00 to \$ 264.00
Engineering, Architectural, Planning, or GIS Specialist II	\$ 102.00 to \$ 225.00
Engineering, Architectural, Planning, or GIS Specialist I	\$ 72.00 to \$ 141.00
Registered Engineer, Architect, Landscape Architect, Planner, GIS Analyst, Professional Land Surveyor, Scientist, or Certified Interior Designer	\$ 78.00 to \$ 174.00
Graduate Engineer, Planner, Interior Designer, Scientist, GIS Analyst, or Land Surveyor	\$ 60.00 to \$ 99.00
Architectural Designer or Landscape Architectural Designer	\$ 60.00 to \$ 99.00
Technician III	\$ 60.00 to \$ 114.00 **
Technician II	\$ 60.00 to \$ 87.00 **
Technician I	\$ 36.00 to \$ 69.00 **

In addition to the hourly charges, TKDA shall be reimbursed for the following direct expenses when incurred in the performance of the work:

1. Vehicle mileage at current IRS rate per mile.
2. Outside professional and technical services with costs defined as the amount billed TKDA plus 10%.
3. Identifiable reproduction and reprographic costs.

* Rates effective until December 31, 2017.

** For hours worked over 40 hours per week individuals are paid one and one-half times the above rates.

TOLTZ, KING, DUVAL, ANDERSON AND ASSOCIATES, INCORPORATED
General Provisions of Engineer-Architect Agreement

ARTICLE 1. GENERAL

These General Provisions supplement and become part of the Agreement between Toltz, King, Duval, Anderson and Associates, Incorporated, a Minnesota Corporation, hereinafter referred to as TKDA, and the other Party to the Agreement, hereinafter referred to as CLIENT, wherein the CLIENT engages TKDA to provide certain Engineering, Architectural, and/or Planning services. Either Party to this Agreement may be referred to as a "Party" or collectively as "Parties."

As used herein, the term "Agreement" refers to (1) TKDA's original Engagement Letter or proposal (the "Engagement Letter") which forms the basis for the Agreement; (2) these General Provisions, and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions and the Engagement Letter shall govern over any attached Exhibits and these General Provisions.

ARTICLE 2. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in TKDA's Engagement Letter. Any lump sum or estimated maximum payment amounts set forth in the Engagement Letter have been established in anticipation of the orderly and continuous progress of the project in accordance with the schedule set forth in the Engagement Letter or any Exhibits attached thereto.

ARTICLE 3. COMPENSATION TO TKDA

A. Compensation to TKDA for services shall be as designated in the Engagement Letter. The CLIENT shall make monthly payments to TKDA within 30 days of date of invoice.

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies TKDA in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case all undisputed items shall be paid and amounts in dispute shall become due upon an adjudicated resolution or upon agreement of the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1-1/2% per month, or the maximum amount authorized by law, whichever is less. TKDA shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys' fees, incurred in connection with collecting amounts owed by CLIENT. In addition, TKDA may, after giving seven days' written notice to the CLIENT, suspend services under this Agreement until TKDA has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that it shall waive any and all claims against TKDA and that TKDA shall not be responsible for any claims arising from suspension of services hereunder.

ARTICLE 4. EXTRA WORK

If TKDA is of the opinion that any work it has been directed to perform is beyond the Scope of this Agreement, or that the level of effort required exceeds that estimated due to changed conditions and thereby constitutes extra work, it shall notify the CLIENT of that fact. Upon written notification to CLIENT, TKDA shall be entitled to additional compensation for same, and to an extension of time for completion absent timely written objection by CLIENT to additional services.

ARTICLE 5. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days' written notice for convenience of either CLIENT or TKDA. In addition, the CLIENT may at any time reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to TKDA. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days' written notice as provided above.

In the event of a termination or reduction in scope of the project work, TKDA shall be paid for the work performed and expenses incurred on the project work and for any completed and abandoned work for which payment has not been made, computed in accordance with the provisions of the Engagement Letter and payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with TKDA's subconsultants, costs of producing copies of file materials and other related close-out costs.

ARTICLE 6. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All documents, including reports, drawings, calculations, specifications, CADD materials, computer software or hardware or other work product prepared by TKDA pursuant to this Agreement are TKDA's Instruments of Service and TKDA retains all ownership interests in said Instruments of Service, including copyrights. Any use or reuse of such Instruments of Service, except for the specific purpose intended, by the CLIENT or others without written consent, verification, or adaptation by TKDA will be at the CLIENT's risk and full legal responsibility. In this regard, the CLIENT will indemnify and hold harmless TKDA from any and all suits or claims of third parties arising out of such use or reuse which is not specifically verified, adapted, or authorized by TKDA.

Copies of documents that may be relied upon by the CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by TKDA's Engineer or Architect. Files in electronic format furnished to the CLIENT are only for convenience of the CLIENT. Any conclusion or information obtained or derived from such electronic files

will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. In the event electronic copies of documents are made available to the CLIENT, the CLIENT acknowledges that the useful life of electronic media may be limited because of deterioration of the media, obsolescence of the computer hardware and/or software systems or other causes outside of TKDA's control. Therefore, TKDA makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

If requested, at the time of completion or termination of the work, TKDA shall make available to the CLIENT at CLIENT's expense copies of the Instruments of Service upon (i) payment of amounts due and owing for work performed and expenses incurred under this Agreement, and (ii) fulfillment of the CLIENT's obligations under this Agreement.

ARTICLE 7. CLIENT'S ACCEPTANCE BY PURCHASE ORDER

In lieu of or in addition to execution of the Engagement Letter, the CLIENT may authorize TKDA to commence services by issuing a purchase order by a duly authorized representative. Such authority to commence services or purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event the terms and conditions of this Agreement conflict with those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by TKDA. In order to implement the intent of Parties to this Agreement, the Parties agree that the Engagement Letter, these General Provisions, and any Exhibits constitute the entire Agreement between them. The Parties further agree that the preprinted terms and conditions of any CLIENT-generated purchase order issued to request work pursuant to this Agreement will not apply to the work, regardless of whether TKDA executes the purchase order in acceptance of the work.

ARTICLE 8. CLIENT'S RESPONSIBILITIES

A. To permit TKDA to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to TKDA:

1. All necessary information regarding its requirements as necessary for orderly progress of the work.
2. Designate in writing a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, and interpret and define CLIENT's policies with respect to TKDA's services.
3. Furnish, as required for performance of TKDA's services (except to the extent provided otherwise in the Engagement Letter or any Exhibits attached thereto), data prepared by or services of others, including without limitation, soil borings, probing and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Engagement Letter or any Exhibits attached thereto.
4. Provide access to, and make all provisions for TKDA to enter upon publicly or privately owned property as required to perform the work.
5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by TKDA, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of TKDA.
7. Give prompt written notice to TKDA whenever the CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of TKDA's services or any defect in the work of Construction Contractor(s), subconsultants or TKDA.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos, petroleum and/or pollution in the project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including petroleum, smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous Materials means any substance, waste, pollutant or contaminant (including petroleum) now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed. CLIENT further agrees it

will, where appropriate, endeavor to identify, remove and/or encapsulate asbestos products, petroleum, pollutants or Hazardous Materials located in the project area prior to accomplishment by TKDA of any work on the project.

If TKDA encounters, or reasonably suspects that it has encountered, asbestos or pollution in the project, TKDA shall cease activity on the project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Engagement Letter, the services to be provided by TKDA do not include identification of asbestos or pollution, and TKDA has no duty to identify or attempt to identify the same within the area of the project.

With respect to the foregoing, CLIENT acknowledges and agrees that TKDA is not a user, handler, generator, operator, creator, storer, transporter or disposer of asbestos, petroleum, Pollutant, or other Hazardous Materials which may be encountered by TKDA on the project. CLIENT agrees to hold harmless, indemnify and defend TKDA and TKDA's officers, subconsultant(s), subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos, petroleum or other Hazardous Materials or waste on the site. This indemnification is intended to apply only to existing conditions present at the site prior to TKDA's commencement of services, and does not apply to conditions that arise subsequent to TKDA's commencement of services that are caused or created by TKDA.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the project, such legal services as the CLIENT may require or TKDA may reasonably request with regard to legal issues pertaining to the project including any that may be raised by contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any contractor has used the monies paid under the construction contract, and such inspection services as CLIENT may require to ascertain that contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
10. Provide "record" drawings and specifications for all existing physical plants or facilities which are pertinent to the project.
11. Act promptly to approve all pay requests, Supplemental Agreements, or requests for information by TKDA as set forth herein.
12. Require all Utilities with facilities in the CLIENT's right-of-way to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the project, submit a schedule of the necessary relocation/protection activities to the CLIENT for review and comply with agreed upon schedule.
13. Provide other services, materials, or data as may be set forth in the Engagement Letter or any Exhibits attached thereto.

B. TKDA shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If TKDA finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, TKDA shall promptly notify the CLIENT.

ARTICLE 9. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Engagement Letter or any Exhibits attached thereto, are made on the basis of TKDA's experience and qualifications and represent TKDA's judgment as an experienced and qualified design professional. It is recognized that TKDA does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of TKDA's cost opinions, must of necessity, be speculative until completion of construction or acquisition. Accordingly, TKDA does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by TKDA to CLIENT hereunder. TKDA assumes no responsibility for the accuracy of opinions of probable project costs or construction costs, and provides these estimates for the sole convenience of the CLIENT for the purposes of general project budgeting.

ARTICLE 10. CONSTRUCTION PHASE SERVICES

CLIENT acknowledges that it is customary for the Architect or Engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Construction Phases of the project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and contractor(s), (3) in connection with review of shop drawings and sample submittals, and (4) as a result of and in response to TKDA's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if TKDA is not employed to provide such professional services during the Construction Phases of the project, TKDA will not be responsible for, and CLIENT shall indemnify and hold TKDA (and TKDA's professional associates and consultants) harmless from, all claims,

damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release TKDA (or TKDA's professional associates or consultants) from liability for failure to perform in accordance with professional standards any duty or responsibility which TKDA has undertaken or assumed under this Agreement.

ARTICLE 11. INSURANCE

TKDA shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees, and from claims against it for damages because of injury to or destruction of property.

Also, TKDA shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which TKDA is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

ARTICLE 12. ASSIGNMENT

This Agreement, being intended to secure the personal service of the individuals employed by and through whom TKDA performs work hereunder, shall not be assigned, sublet or transferred without the written consent of TKDA and the CLIENT. Any assignment of the Agreement, or claims arising under or relating to the Agreement without the written consent of both Parties shall be null and void.

ARTICLE 13. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 14. SEVERABILITY

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding between CLIENT and TKDA.

ARTICLE 15. WAIVER OF CONSEQUENTIAL DAMAGES

CLIENT and TKDA waive consequential damages for claims, disputes or other matters in question arising out of or relating to TKDA's services under this Agreement. This mutual waiver of consequential damages applies and survives termination of this Agreement.

ARTICLE 16. LIMITATION OF LIABILITY

In recognition of the relative risks of CLIENT and TKDA relating to the work, CLIENT agrees, to the extent permitted by law, that TKDA's liability to the CLIENT or anyone claiming through CLIENT for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes including, but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied, of TKDA or its officers, directors, partners, employees, agents, or consultants, or any of them, shall not exceed the total insurance proceeds paid or available on behalf of or to TKDA by its insurers in settlement or satisfaction of CLIENT's claims against TKDA under the terms and conditions of TKDA's insurance policies applicable thereto.

ARTICLE 17. CONFLICT RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and TKDA agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation as a precondition to any formal legal proceedings.

ARTICLE 18. CONFIDENTIALITY

TKDA agrees to keep confidential and not to disclose to any person or entity, other than TKDA's employees, subconsultants and the general contractor and subcontractors, if appropriate, any data and information furnished to TKDA and marked CONFIDENTIAL by the CLIENT. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict TKDA from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for TKDA to complete services under the Agreement or defend itself from any suit or claim.

ARTICLE 19. UNDERGROUND UTILITIES

If authorized in the Engagement Letter, TKDA and/or its authorized subconsultant will conduct the research that in its professional opinion is necessary and will prepare a plan indicating the locations intended for subsurface penetrations with respect to assumed locations of underground improvements. Such services by TKDA or its subconsultant will be performed in a manner consistent with the ordinary standard of care. The CLIENT recognizes that the research may not identify all underground improvements and that the information upon which TKDA relies may contain errors or may not be complete.

The CLIENT agrees, to the fullest extent permitted by law, to waive all claims and causes of action against TKDA and anyone for whom TKDA may be legally liable, for claims by CLIENT or its contractors for delay or additional compensation relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by TKDA.

HEALTH CARE STAFFING AGREEMENT FOR SCHOOL SERVICES

THIS AGREEMENT (this "Agreement") is made and entered into this 16th day of March 2017, by and between Interim HealthCare (hereinafter "Service Provider") and Independent School District 709 Duluth Public Schools (hereinafter the "School District").

RECITALS

WHEREAS, the School District is authorized to contract with health care staffing agencies for the provision of health care staffing services; and

WHEREAS, Service Provider is an agency placing health care staff on a temporary basis with those entities in need of such services; and

WHEREAS, the School District desires that Service Provider provide a full range of health care staffing services in such disciplines as needed by the School District (the "Services"); and

WHEREAS, Service Provider is capable of and willing to provide the Services to the School District;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereto mutually agree as follows:

1. This Agreement shall take effect on March 16, 2017, and remain in effect through June 8, 2017, unless terminated earlier in accordance with the terms set forth herein.

2. Service Provider warrants that it is duly licensed and authorized to perform the services that are described herein and has never been excluded from Medicare, Medicaid or any health care benefit program funded by the Federal government.

3. Service Provider warrants that it will provide the School District with licensed (if applicable) and qualified individuals to provide the Services. Service Provider represents that all individuals provided will possess documentation evidencing such license qualifications as required by Federal, State or local statutes, rules, regulations and orders.

4. Service Provider shall ensure that each individual providing Services to the School District has: (a) completed a Skills Checklist and Competency Exam; (b) has the appropriate nursing license, if applicable; and (c) has at least two (2) professional references that have been checked by Service Provider prior to providing any services to the School District. Service Provider further represents that the personnel that it sends to the School District are covered by current malpractice insurance, have submitted a completed Employment Eligibility Verification (Form I-9), and are eligible to work at the School District's schools.

5. Service Provider agrees to obtain and submit to the School District such health information concerning the personnel it provides to the School District as it requires, consistent with applicable law.

6. Service Provider understands and agrees that it will comply and is responsible for complying with all applicable Federal, State and local statutes, rules and ordinances. Service Provider shall adhere to all requirements and protocols as established by and communicated to it by the School District.

7. All Service Provider personnel providing services to the School District shall be subject to approval by the School District. The School District reserves the right to reject the placement of any individual provided to it by Service Provider, consistent with applicable law.

8. Service Provider shall provide the School District with personnel, subject to the availability of appropriate personnel, on an as needed and as requested basis.

9. In consideration for the Services to be rendered by Service Provider to the School District for the period of this Agreement, upon presentation of an invoice by Service Provider evidencing such attendance in accordance with the terms set forth below, the School District will pay Service Provider at the following rates:

RN	\$50.00 per hour
LPN	\$40.00 per hour
CNA	\$26.00 per hour

The above rates apply to all shifts. For each shift worked by one of its personnel, whether a traditional school nurse or private duty school nurse, Service Provider shall bill the School District for each hour worked. Service Provider will bill the School District in fifteen (15) minute increments for partial hours worked.

The School District will be notified in writing of any rate changes. Service Provider will submit these rate changes with 30 (thirty) days of notice prior to rate change taking effect.

In the event that the same nurse works for the School District for more than forty (40) billable hours during any week, the School District shall pay one and one half (1½) times the hourly rate of pay for each hour in excess of the forty (40) billable hour work week. Service Provider shall be available to provide health care staffing services to the School District twenty-four (24) hours a day, seven (7) days a week for the entire calendar year.

If the School District hires any of the personnel provided by Service Provider within twelve (12) months of the last date worked at the School District by such personnel, the School District shall pay Service Provider a placement fee in accordance with the following schedule:

Number of hours worked at School District	Fee: Percentage of annual salary upon hire
Less than 299	30%
300-499	25%
500-699	20%
700-1599	15%
1600-2010	10%
Over 2010	No Fee

10. Service Provider shall furnish time sheets/cards to the personnel it sends to the School District. The appropriate School District designee must sign each time sheet/card. The School District shall maintain a copy of the completed time sheets/cards for verification purposes. These time sheets/cards shall be used by the Service Provider to assess invoice amounts.

11. Service Provider shall submit weekly invoices for services rendered at the end of each week for which Services have been provided. The School District shall pay each invoice within thirty (30) days of its receipt. The invoice shall include time sheets and attendance, types of services rendered and fees payable. The School District shall give Service Provider notice of any invoice dispute within twenty (20) days of its receipt and may withhold payment pending the resolution of such dispute. Failure to timely dispute any invoice shall not be deemed as acceptance and does not act as a waiver of the School District's rights or prevent the School District from availing itself of any remedy or course of action it has at law or in equity at a later date. The School District shall have the right to examine any and all accounting records as they pertain to Services provided by Service Provider.

12. The School District shall have the right to cancel any scheduled shift before the shift is scheduled to begin, provided the School District notifies Service Provider at least two (2) hours prior to the scheduled shift.

13. The School District shall not incur any charges should any personnel placed by Service Provider fail to fulfill a scheduled assignment for any reason whatsoever. Service Provider shall make every effort to locate substitute personnel for the School District upon request.

14. Either party shall have the right to terminate this Agreement with or without cause upon thirty (30) days prior written notice. In event of termination, the parties shall adjust accounts due and Service Provider will provide no additional Services beyond those already scheduled.

15. Service Provider personnel shall prepare and submit forms related to services provided as required by the School District.

16. Service Provider agrees to retain all materials and records relevant to the execution or performance of this Agreement in accordance with the provisions of applicable law, but in no event less than six (6) years from the date of this Agreement.

17. Service Provider shall make personnel available to the School District for purposes of internal peer reviews, external audit systems, grievance procedures, and any other purpose, as reasonably required by the School District, and Service Provider further agrees to participate in any case conference or continuing in-service education conducted by the School District for Service Provider's staff, at the School District's expense at the rates set forth herein.

18. All employees of Service Provider shall be deemed employees of Service Provider for all purposes and Service Provider alone shall be responsible for their work, personal conduct, direction, and compensation. Service Provider acknowledges that it will not hold itself, its officers, its employees and/or its agents out as employees of the School District. Service Provider is retained by the School District only for the purposes and to the extent set forth in this Agreement, and its relationship to the School District shall during the term hereof be that of an independent Service Provider. Neither Service Provider nor its personnel assigned hereunder shall be considered as having employee status with the School District and shall not be entitled to participate in any of the School District's worker's compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs.

19. Service Provider and its employees shall not share or accept any fee or gratuity from the patient or patient's family for service provided pursuant to this Agreement.

20. Service Provider shall identify and hold harmless the School District and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Services under this Agreement, provided that any claim, damages, loss or expense is (i) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) caused in whole or in part by any negligent act or omission of Service Provider, anyone directly or indirectly employed by Service Provider or anyone for whose acts Service Provider may be liable, but only to the extent such claims, damages, losses or expenses are not caused in whole or in part by a party indemnified hereunder. This Section 20 shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that either party would otherwise have under applicable law.

21. The Service Provider shall purchase from and maintain in a company or companies lawfully licensed to do business in the State where the School District is located, such insurance as will protect the Service Provider and the School District from claims set forth below for which the Service Provider may be legally liable, whether such operations be by the Service Provider or by anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable.

- I. Commercial General Liability Insurance: \$1,000,000 per occurrence/\$3,000,000 aggregate;
- II. Automobile Liability: \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles;
- III. Statutory Workers' Compensation; and
- IV. Professional Liability Insurance: \$1,000,000 per occurrence/\$3,000,000 aggregate.

22. The School District shall provide Service Provider with written materials outlining its policies, procedures, rules and regulations for distribution to the personnel providing the Services hereunder. It shall be the responsibility of Service Provider's personnel to fully familiarize themselves with the subject matter contained therein.

23. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, age, disability, sexual orientation, national origin or sponsorship.

24. All notices required or permitted shall be made in writing by hand delivery or by registered or certified mail, or by a recognized courier service. Notice shall be deemed given on the date of delivery or upon receipt. Notice shall be delivered or mailed to:

Service Provider:

Steven Scignoli
Interim HealthCare
332 West Superior Street, Suite 204
Duluth, MN 55802

School District:

Douglas Hasler, CFO/Executive Director Business Services
Jason Crane, Director Special Services
ISD 709 Duluth Public Schools
215 North First Avenue East
Duluth, MN 55802

25. Neither party shall assign, transfer, or convey any of its respective rights or obligations under this Agreement without the prior written consent of the other party.

26. This Agreement shall be governed by the laws of the State where the School District is located. If any portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

27. This Agreement constitutes the full and complete Agreement between the School District and Service Provider, and supersedes all prior written and oral agreements. This Agreement may not be altered, changed, added to, deleted from, or modified except through the mutual written consent of the parties.

28. The undersigned representative of Service Provider hereby represents and warrants that the undersigned is an officer, director, or agent of Service Provider with full legal rights, power, and authority to enter into this Agreement on behalf of Service Provider and bind Service Provider with respect to the obligations enforceable against Service Provider in accordance with its terms.

29. This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

(Franchisee Name)

(School District Name)

By: Steven Scignoli
Steven Scignoli

By: Douglas Hasler
Douglas Hasler

Title: Business Development

Title: CFO/Exec Director Business Services

Date: 3-16-17

Date: 3-15-17

By: Jason Crane
Jason Crane

Title: Director Special Services

Date: 3-15-17

ATTACHMENT A
HEALTH CARE STAFFING AGREEMENT FOR SCHOOL SERVICES

Personnel Requirements:

The nursing services will be provided per the student's IEP under the direction of the Duluth Public Schools Director of Special Education:

RN services beginning March 27, 2017 for 5.75 hours per day, Monday – Friday, 8:30 a.m. – 2:15 p.m., except as listed below. Services will be provided on the school bus to and from the student's home and at Piedmont Elementary School during the school day.

Services: Skilled nursing to monitor and treat for seizures during the school bus ride from the student's home in Island Lake to Piedmont Elementary, during the school day at the school, and the school bus ride from Piedmont Elementary back to the student's home in Island Lake.

Seizures lasting longer than 3 minutes are to be treated with Diastat (rectal valium) 10 mg – rectal gel, may repeat once after 5 minutes if still having a seizure per the IEP.

Services are not required when school is not in session: April 3-April 7, 2017 and May 29, 2017

AGREEMENT

THIS AGREEMENT, made and entered into this day 20th of March, 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and Michelle Goose, 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 March 20th, 2017, 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.** Ojibwe language and cultural Curriculum writer for the Misaabekong Ojibwe Immersion Program. Contractor will be paid \$25.00/per hour up to 150 (one-hundred fifty) hours to write and create Kindergarten-to-3rd Grade literacy, math, social studies, or science materials in the Ojibwe language for use by students and staff at the Misaabekong Ojibwe Immersion Program.
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 at a rate of \$25.00/hour up to a sum not to exceed \$3,750.00 (three-thousand seven-hundred fifty and no/100 dollars). 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 on the day of service.
- 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 the Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Michelle Goose 7278 Morris Thomas Rd W. Cloquet, MN 55720 218-260-9743.

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.

Michelle Grosse _____ 3/27/17
Contractor Signature SSN/ Tax Identification Number Date

William Howes _____
Initiator - (Contact with questions) Date

Walter Howard _____ 3/29/17
Program Director Date

Michelle Cane _____ 3/29/17
Director of Curriculum and Instruction Date

Joseph A. Heath _____ 3/31/17
Director of Business Service / Superintendent of Schools Date

Date: March 2, 2017

To: Doug Hasler - Director of Business Services

From: William Howes

Coordinator - Office of Education Equity

ok
DH 3/17/17

Subject: Amendment to Contractor Agreement with LaVenda Vann

Refer to Contract - LaVenda Vann @East 2016-17 of January, 2017

We are requesting to increase the "not to exceed" amount within the existing contract from \$1,300.00 to \$1,800.00 for an additional amount of services outlined within the existing contract. The rate for services rendered will remain the same as within the existing contract. This will allow for 3 additional hours per week for the remainder of this school year.

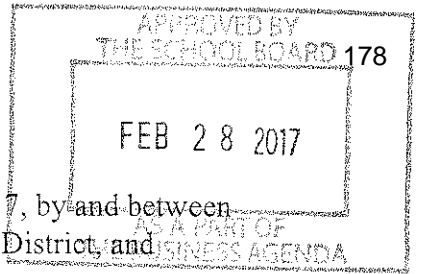


William Howes

Coordinator - Office of Education Equity



AGREEMENT



THIS AGREEMENT, made and entered into this 9th day of January, 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and LaVenda Vann, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of February 6th, 2017, and shall remain in effect until May 26th, 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 East Leading Ladies Mentoring Program at (East High School) Duluth East Leading Ladies (DELL) is an empowerment/mentoring session provided for high school girls at East. The unique program utilizes a group mentoring model. The activities range from workshops and focus groups to social and cultural field trips. The workshops focus on five main areas: 1. Positive Self Identity and Self Esteem 2. Personal Vision and Goals 3. Social and Emotional Skills 4. Moral Character 5. Academic Success and Work Ethic. The contractor will provide DELL for female students ages 13-18 during lunch periods each day (30-minute sessions) and as a weekly after-school program (1-hour sessions). Overall goals are to increase high school graduation and college acceptance, increase career preparation readiness, improve overall attendance, reduce high school pregnancy and suspension rates. The framework is built around the research-based 40 developmental assets curriculum such as Empowerment, Boundaries and Expectations, Constructive Use of Time, Commitment to learning, Positive Values, Social Competencies, and Positive Identity.

3. **Background Check .**

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 at \$15.00/hour for a maximum of 6 hours/week for 14 weeks of services for performing said obligations up to a sum not to exceed \$1,300.00 (Thirteen-hundred and no/100 dollars). 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 the Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN

55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: LaVenda Vann 309 East 6th street Duluth, Mn 55805 Phone: (218) 340-6696

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.

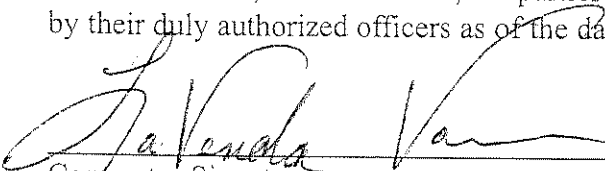
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

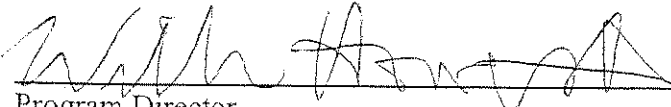
Workers' Compensation Insurance: Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

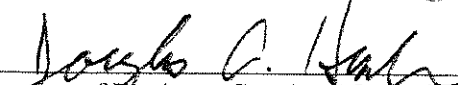
AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

 _____
Contractor Signature SSN/ Tax Identification Number 1-13-17
Date

CAL HARRIS - EAST AC
Initiator - (Contact with questions) _____
Date

 _____
Program Director 1/18/17
Date

 _____
Director of Curriculum and Instruction 1/18/17
Date

 _____
Director of Business Service / Superintendent of Schools 1/23/17
Date



Special Services Department
 Independent School District #709
 215 N. 1st Ave. E.
 Duluth, MN 55802

CONTRACT FOR PRE-SCHOOL PLACEMENT

This contract, entered into this day **March 3, 2017** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Little Treasures** (hereafter referred to as the AGENCY) witnesses that:

WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in A _____ Individual Education Plan (IEP).

Whereas the AGENCY is duly qualified to perform these services for preschool program as determined by student's IEP team.

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:
Preschool programming for 3.5 hours a day, 2 day per week, and up to 25 days.
 2. The AGENCY shall perform these services at: **1533 W. Arrowhead Road Duluth, MN 55811.**
 3. The approximate date the service will begin is, **March 3, 2017** and shall not extend beyond **June 2, 2017**; the contract not to exceed a total of **25 Days** (2 Days per Week) and a total cost up to **\$1,075.00.** (\$42.00 per month + \$25.00 Activity Fee).
 4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: **Upon receipt of monthly/quarterly billing statement**
 5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. **Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15th of each month for the preceding month.**
-

ISD 709 **Duluth** 6 **Public Schools**

Page 2 - Contract for Purchase of Special Education Services

6. Either party may terminate this agreement as follows: Thirty (30) days written notice, or upon mutual agreement.

7. Both parties agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.

SIGNED:

Name of Agency

By _____

Authorized Agent

Date

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

Douglas C. Hartler
C.F.O. Executive Director of Business Services

Date *March 12, 2017*

Special Services Department
215 N. 1st Ave. East
Duluth, MN 55802

By *Jasm Crane 3/7/17*
Director



UNIVERSITY OF MINNESOTA
 AGREEMENT OF INSTITUTIONAL AND PROGRAM AFFILIATION
 between
 Regents of the University of Minnesota
 through its UMD Department of Communication Sciences and Disorders (“University”)
 and
 Duluth Public Schools ISD 709 (“Affiliate”)

WITH THIS AGREEMENT OF INSTITUTIONAL AND PROGRAM AFFILIATION (“Agreement”), effective January 1, 2018, through December 31, 2022 (term may not exceed five years), University and Affiliate, sharing common goals of education and desiring to facilitate a relationship for the purpose of providing educational experiences at Affiliate’s sites for certain University students enrolled in the program, the parties agree as follows:

1. Description of Affiliation.

1.1 With this Agreement, University and Affiliate establish a program of education and training which requires facilities, equipment, services and personnel appropriate for students to obtain necessary clinical experiences.

1.2 Contact Information:

<u>Affiliate:</u> <u>Duluth Public Schools ISD 709</u> <u>Attn: Doug Hasler, CFO/Executive</u> <u>Director of Business Services</u> <u>215 North First Avenue East</u> <u>Duluth, MN 55802</u> <u>Phone: 218-336-8704</u> <u>E-mail: Douglas.Hasler@isd709.org</u>	<u>University:</u> <u>University of Minnesota</u> <u>Attn: Lynette Carlson, Clinic Director, UMD</u> <u>Dept. of Communication Sciences and Disorders</u> <u>177 Chester Park</u> <u>31 West College Street</u> <u>Duluth, Minnesota 55812</u> <u>Phone: 218-726-6151</u> <u>E-mail: lrcarls@ d.umn.edu</u>
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2. Responsibilities of the Parties.

2.1 Joint Responsibilities.

2.1.1 University and Affiliate will each identify a person or persons responsible for liaison during the course of this affiliation. The appointment of liaisons shall be subject to mutual approval of the parties.

2.1.2 The persons responsible for the liaison will jointly plan for:

- a. Selection, assignment and orientation of students;
- b. Periodic review and preparation of objectives for the instructional program; and
- c. Evaluation of student performance.

2.1.3 University has authority to withdraw, suspend or terminate a student for academic deficiencies, behavioral violations or other sufficient reason subject to certain procedures afforded to the student. In cases where a student's performance or conduct threatens the safety or welfare of patients, visitors, pupils, or staff of Affiliate, Affiliate may suspend the student's participation at Affiliate site(s). Affiliate liaison will consult University liaison before suspending a student, except where consultation is not reasonably possible under the circumstances.

2.1.4 The student is a participant in an educational program, and for purposes of this Agreement, shall not be considered an employee of either Affiliate or University and neither party shall have responsibility for payment of workers' compensation benefits to the student.

2.1.5 Both parties agree to comply with all applicable federal, state and local laws, rules and regulations including Title 45, Section 160-164 of the Code of Federal Regulations ("HIPAA"). Both parties agree that when protected health information ("PHI"), as defined by HIPAA, is provided or made available to the other party for any purpose, the receiving party, and its agents or representatives will not use or disclose the PHI other than as permitted or required by this Agreement or state and federal law. Both parties shall take reasonable steps to prevent unauthorized disclosures by its employees, officers, directors, agents, contractors or consultants.

2.1.6 The parties agree to review this Agreement periodically to ensure that it meets with University's curriculum requirements, as well as the standards of the accrediting agency. Additionally, the parties shall evaluate the operations and effectiveness of this Agreement. Modifications to this Agreement shall be made pursuant to section 5.6 of this Agreement.

2.1.7 University and Affiliate are committed to fostering a professional learning environment and, through their respective liaisons, shall see that appropriate canons of professional behavior are maintained in all educational settings under this Agreement so as to promote the development of appropriate professional attributes in students.

2.2. University Responsibilities.

2.2.1 University shall assume overall responsibility for the general educational experience of students assigned to Affiliate, which responsibility includes the following:

- a. Determination of educational goals for each student;
- b. Establishing prerequisite criteria for placement of students with Affiliate;
- c. Determination of completion of the assignment;
- d. If required, educational goals and objectives for the students in the program are outlined in Attachment _____;
- e. Provision of information regarding dates for instruction and forecasts of the numbers of students to be assigned to Affiliate;
- f. Final evaluation of student performance; and
- g. If Affiliate members who participate in training of University students are to be appointed to the faculty of the University of Minnesota, then Affiliate faculty members shall be appointed in accord with the policy of University in effect at the time of appointment.

2.2.2 For students who provide direct patient care or interact with staff in patient areas, at the request of Affiliate, the students will be required to provide proof of immunization for measles (rubeola), mumps and rubella or positive titre; annual influenza; chicken pox (varicella), documented positive history, or positive titre; pertussis; hepatitis B series or documented immunity; and evidence of annual tuberculosis test or a statement from a provider stating that the student does not have active tuberculosis (TB). Exceptions will be made when there is a shortage of vaccine. Students will be required to comply once vaccine supply levels allow for vaccination.

2.2.3 At the request of Affiliate, University will require students who have direct contact with patients to undergo criminal/maltreatment background studies pursuant to Minn. Stat. §§ 144.057 and 245A.04 as a pre-requisite to participation in the program.

2.2.4 University certifies that its students have been instructed on the confidentiality of medical and personal information related to patients and/or clients, including pupils receiving health services in an educational setting, and, where applicable, have been trained in universal precautions and transmission of blood-borne pathogens prior to beginning the clinical program.

2.2.5 University shall require that students carry hospitalization and medical insurance. Neither Affiliate nor University is responsible for hospitalization or medical costs incurred by the student during the affiliation.

2.2.6 University shall inform students that they will be required to comply with all applicable rules, regulations, policies and procedures of Affiliate.

2.3. Affiliate Responsibilities.

2.3.1 Affiliate shall assume full responsibility for the care and welfare of its patients and/or clients, including pupils receiving health services in an educational setting. It is understood that individual patient care and client services are not controlled, supervised, or paid for by University, and University does not derive revenue from Affiliate patients or clients or third-party payors for services at Affiliate.

2.3.2 Affiliate agrees to provide educational experience opportunities for students in patient care areas, service departments and other selected areas. In this regard, Affiliate will provide the equipment, facilities, supplies and services for students and faculty assigned to Affiliate necessary to meet the objectives of the program.

2.3.3 Affiliate staff members, or Affiliate staff members with University of Minnesota faculty appointments, shall be responsible for teaching, supervising and evaluating the performance of students assigned to Affiliate. A speech language pathologist holding a current Certificate of Clinical Competence from the American Speech-Language-Hearing Association must provide a minimum of 25% direct, real-time supervision meeting the provisions of ASHA Standard V-E. Such Affiliate staff members shall provide University with written evaluations of the performance of the students.

2.3.4 Affiliate agrees to identify and provide University with current copies of any policies and procedures at the Affiliate's site, which apply to the educational experience of the students.

2.3.5 Affiliate agrees to render the same emergency medical care to students that it provides for its employees in the event of an accident or sudden illness that occurs at the Affiliate site during the course of students' clinical experience under this Agreement. As set forth in section 2.2.5, neither Affiliate nor University is responsible for hospitalization or medical costs incurred by the student during this affiliation.

2.3.6 To the extent Affiliate generates or maintains educational records related to students participating under this Agreement, Affiliate will comply with the Family Educational Rights and Privacy Act ("FERPA") to the same extent such laws and regulations apply to University and shall limit access to only those employees or agents with a need to know. For purposes of this Agreement, pursuant to FERPA, University hereby designates Affiliate as a school official with a legitimate educational interest in the educational records of the participating students to the extent that access to University's records is required by Affiliate to perform its responsibilities under this Agreement.

3. Liability Insurance and Indemnity

3.1. University shall maintain professional and general liability insurance in minimum amounts of \$1,000,000 for each claim/\$3,000,000 annual aggregate, and that policy shall include

within the scope of its coverage all University students for activities performed within the course and scope of their duties under this agreement. General liability coverage for students is limited to bodily injury and property damage claims. Upon request, University will provide a certificate of insurance evidencing such coverage.

3.2. University agrees to defend, hold harmless, and indemnify Affiliate, its officers, agents, employees, and representatives against all claims for loss or damage to property or injury or death to persons arising from the negligent or wrongful acts or omissions of University, its employees, agents, or representatives (including students) during the performance of its obligation under this agreement. University's liability is governed by the Minnesota State Tort Claims Act, Minn. Stat. § 3.736.

3.3. The liability of Affiliate shall be governed by the provisions of the Minnesota Municipal Tort Claims Act, Minn. Stat. Chapter 466, and other applicable law.

3.4. Affiliate agrees to defend, hold harmless, and indemnify the Regents of the University of Minnesota, its officers, agents, employees, and representatives (including students) against all claims for loss or damage to property or injury or death to persons arising from the negligent or wrongful acts or omissions of the Affiliate, its employees, agents, or representatives, during the performance of its obligations under this agreement.

4. Financial Terms. (Check appropriate financial description.)

Financial arrangements between our program and your site, including stipends, benefits and other costs as agreed by the parties, are set forth in Attachment _____.

None

5. Other Terms.

5.1 This Agreement may be terminated by either party upon at least six (6) months written notice to the other party.

5.2 Neither University nor Affiliate shall discriminate on the basis of race, religion, creed, color, sex, national origin, disability, age, marital status, public assistance status, veteran status, sexual orientation, gender identity, or gender expression.

5.3 This Agreement supersedes all other affiliation agreements that are the subject of this Agreement existing between University and Affiliate, whether executed at the institutional or college program level.

5.4 Nothing in this Agreement is intended or should be construed as creating the relationship of copartners, joint ventures, or an association among the parties, nor shall any party, its employees, agents, students or representatives be considered employees, agents or representatives of any other party.

5.5 It is specifically agreed that neither party shall be responsible for costs or expenditures incurred by the other in the conduct of the clinical education and training program, except as expressly provided in this Agreement.

5.6 Subject to the written authorization by appropriate representatives of University and Affiliate, amendments to this Agreement may be developed to facilitate execution of the goals of this Agreement. Each amendment shall be in writing and duly executed by the signatories to this Agreement, or their successors in office. To the extent an amendment is not properly executed by persons authorized to do so, it shall be considered null and void.

IN WITNESS WHEREOF, the authorized representative(s) of the parties hereto execute this Agreement as follows:

Regents of the University of Minnesota	Duluth Public Schools ISD 709
By: _____ Name: Mark Mizuko, PhD Title: Chair, UMD Department of Communications Sciences and Disorders Date: _____	By: <u><i>Douglas A. Hasler</i></u> Name: Doug Hasler Title: CFO/Executive Director of Business Services Date: <u>3/31/2017</u>
By: _____ Name: Fay Maas, PhD Title: Associate Dean, UMD College of Education and Human Services Date: _____	

NOTE: This Agreement should be executed by Affiliate before University representatives begin the execution process.

ATTACHMENT A
HONORARIUM TO BE PAID

For each student placed at the Affiliate's site, the CDS Department will offer an honorarium, to be paid at the completion of the internship, as follows:

\$75 for a part-time internship.

\$150 for a full-time internship.

AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of March 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and The North Shore Estates, an independent Facility, hereinafter called Facility.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Facility 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 April 10 2017, and shall remain in effect until June 5th, 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. WITNESSETH THAT:

- I. WHEREAS, the District has established a Nursing Assistant Offering for qualified students preparing for and/or engaged in nursing assistant careers; and
- II. WHEREAS, the Facility has suitable clinical facilities in nursing assistant for the educational needs of the nursing assistant offering of the District; and
- III. WHEREAS, it is in the general interest of the Facility to assist in educating persons to be qualified or better qualified nursing assistant personal; and
- IV. WHEREAS, the District and the Facility are desirous of cooperating to furnish a clinical experience program for students of nursing assistant offering enrolled with the District;

NOW, THEREFORE, it is mutually agreed by and between the District and the Facility

3. DISTRICT RESPONSIBILITIES

- a) The District will designate a faculty member as the liaison to the Facility.
- b) The District faculty will be on site at the Facility. The District faculty so assigned will hold current licensure valid in the State of Minnesota.
- c) The District faculty will be responsible for planning, directing and evaluating the students' learning experiences. The District faculty will attend the Facility's orientation for clinical experience instructors as deemed necessary by the District and the Facility.
- d) The District will provide the Facility, at its request, with objectives for the clinical experience program. Implementation of those objectives will be accomplished by the District in cooperation with the Facility's designated representative.

- e) The District will provide the Facility with a list of the students who are participating in the clinical experience program, the units within the Facility where they are assigned, and the dates of each student's participation in the program.
- f) The District faculty will inform students of the Facility's policies and regulations which relate to the clinical experience program at the Facility.
- g) The District faculty will inform its students who are participating in the clinical experience program that they are encouraged to carry their own health insurance and are responsible for carrying their own professional liability insurance if professional liability insurance is not provided by the District.
- h) The District will maintain a record of students' health examinations and current immunizations and shall obtain students' permission to submit data regarding their health status if requested by the Facility.
- i) The District agrees and represents that it will require all students and faculty to have completed a background study conducted in accordance with Minnesota Statutes Chapter 245C, Human Services Background Studies, as a pre-condition to participation in the clinical experience. District will not allow a student or faculty member to the Facility if his/her background study documents ineligibility to have direct contact with Facility's patients or residents under applicable law or regulations. If requested, District shall provide the Facility with documentation regarding the completion or results of the background study pursuant to the written consent of the subject.

4. FACILITY RESPONSIBILITIES

- a. The Facility will maintain current accreditation by the Joint Commission on Accreditation of Health Care Organizations (d/b/a "The Joint Commission") or any other appropriate and required accrediting body.
- b. The Facility is responsible for the safety and quality of care provided to its patients by the students who are participating in the clinical experience program at the Facility. In order to effectively fulfill that duty, it is agreed that Facility has ultimate control over all persons involved in the program and may immediately terminate the participation in the program of any of the students enrolled in the program where an emergency exists involving health and safety; and in all other (non-emergency) instances, Facility shall consult with the District before taking any action to terminate the participation of a student.
- c. The Facility will provide the District with a copy of its policies and regulations which relate to the clinical experience program.
- d. The Facility will permit the District faculty and students to use its patient care and patient service facilities for clinical instruction.
- e. The Facility will allow a reasonable amount of Facility staff time for orientation and joint conferences with District faculty, for planning with District faculty, and for such other assistance as shall be mutually agreeable.
- f. When available, physical space such as offices, conference rooms, and classrooms of the Facility may be used by the District faculty and students who are participating in the clinical experience program.

- g. The District faculty and students participating in the clinical experience program will be permitted to use the Facility's library in accordance with the Facility's policies.
- h. The Facility will make locker or cloak room facilities available for the District faculty and students during assigned clinical experience program hours. These facilities may be shared by other faculty and students.
- i. The Facility assumes no responsibility for the cost of meals, uniforms, housing, parking or health care of District faculty and students who are participating in the clinical experience program. The Facility will permit District faculty to use Facility parking spaces under the same policies governing Facility personnel.
- j. The Facility recognizes that it is the policy of the District to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran's status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The Facility agrees to adhere to this policy in implementing this Agreement.
- k. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE
 - l. The Facility agrees that in fulfilling the duties of this Agreement, the Facility is responsible for complying with the American with Disabilities Act, 42 U.S.C. Chapter 12101 et seq., and any regulations promulgated to the Act. The District is not responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services and other areas covered by the ADA.

5. MUTUAL RESPONSIBILITIES

- a. The District and the Facility assume joint responsibility for the orientation of the District faculty and students to Facility policies and regulations before the District assigns its faculty to the Facility.
- b. HIPAA. Solely for the purposes of defining the students' and faculty roles in relation to the use and disclosure of the Facility's protected health information, the District and faculty engaged in activities pursuant to this Agreement are members of the Facility workforce, as that term is defined in 45 CFR 160.103. The District students and faculty are not, and shall not be construed to be, employees of Facility. The District shall cooperate with Facility in complying with its obligations as a HIPAA covered entity, including, but not limited to, complying with its policies and procedures under the HIPAA Privacy Regulations, 45 CFR parts 160 and 164. Prior to placement at Facility, the District shall instruct its students and faculty to comply with Facility's policies and procedures governing the use and disclosure of individually identifiable health information.
- c. Personnel of the District and the Facility will communicate regarding planning, development, implementation, and evaluation of the clinical experience program. The communication may include but not be limited to:

- 1) Communication to familiarize Facility personnel with the clinical experience program's philosophy, goals and curriculum;
 - 2) Communication to familiarize the District faculty with the Facility's philosophy, policy and program expectations
 - 3) Communication to keep both parties and the parties' personnel who are assigned to the clinical experience program informed of changes in philosophy, policies, and any new programs which are contemplated;
 - 4) Communication about jointly planning and sponsoring in-service or continuing education programs (if appropriate);
 - 5) Communication to identify areas of mutual need or concern;
 - 6) Communication to seek solutions to any problems which may arise in the clinical experience programs; and
 - 7) Communication to facilitate evaluation procedures which may be required for approval or accreditation purposes or which might improve patient care or the District's nursing assistant curriculum.
- d. INSURANCE. Each party, at its sole expense and at all times during the term of this Agreement, shall secure and maintain the following insurances (or comparable coverage under a program of self-insurance) covering itself and its employees who perform any work, duties or obligations in connection with this Agreement.
- e. Commercial General Liability Insurance
- i. The Facility will maintain Commercial General Liability insurance with limits not less than \$2,000,000 per occurrence and \$2,000,000 annual aggregate for bodily injury and property damage.
- f. Professional Liability Insurance
- i. The School will maintain Commercial General Liability insurance in conformance with the Tort Claims limits set forth in Minn. Stat. 3.736, subd. 4, with limits not less than \$500,000 per person and \$1,500,000 per occurrence for bodily injury and property damage.
 - ii. The Facility will maintain Professional Liability insurance covering itself and its employees, agents or assigns with limits not less than \$2,000,000 each claim and \$3,000,000 aggregate.
 - iii. If insurance covered by claims-made policies is discontinued, then extended reporting period coverage must be obtained and evidence of such coverage shall be provided to the other party.
- g. Additional Conditions:
- i. An Umbrella or Excess Liability insurance policy may be used to supplement the Facility's policy limits to satisfy the full policy limits required by the Agreement.
 - ii. Each party shall provide to the other party upon request certificates of insurance or self-insurance evidencing the required coverage.
 - iii. If Facility receives a cancellation notice from the carrier affording coverage herein, Facility agrees to notify the District within five (5) business days with a copy of the cancellation notice, unless Facility's policy(ies) contain a provision

that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days' advance written notice to the District.

- iv. Each party, at its sole expense, shall provide and maintain Workers' Compensation insurance as such party may be required to obtain by law. The District is self-insured for Workers' Compensation purposes, and any such insurance extends only to employees of the District, not to students.

6. STUDENT REQUIREMENTS

- a. Students will be required to be proficient in skill and expectations before allowed to enter clinical setting at Facility.
- b. Each student will be required, as a condition for participation in the clinical experience program, to submit the results of a health examination to the District and, if requested, to the Facility, to verify that no health problems exist which would jeopardize student or patient welfare. The health examination shall include an update of required immunizations. The health examination shall include a Mantoux test, chest x-ray or CT scan, or TB blood tests (QuantiFERON-TB Gold in-Tube test or T-SPOT.TB test) and verification of immunity for rubeola and rubella. A list of those students with positive Mantoux or negative rubeola/rubella results may, at the request of the Facility, be provided to the Facility.
- c. Students participating in the clinical experience program shall be encouraged to carry their own health insurance.
- d. Students participating in the clinical experience program shall be encouraged to carry their own professional liability insurance if professional liability insurance is not provided by the District.

7. EMERGENCY MEDICAL CARE AND INFECTIOUS DISEASE EXPOSURE

- a. Any emergency medical care available at the Facility will be available to District faculty and students. District faculty and students will be responsible for payment of charges attributable to their individual emergency medical care at either the Facility or the District.
- b. Any District faculty member or student who is injured or becomes ill while at the Facility shall immediately report the injury or illness to the Facility and receive treatment (if available) at the Facility as a private patient or obtain other appropriate treatment as they choose. Any hospital or medical costs arising from such injury or illness shall be the sole responsibility of the District faculty member or student who receives the treatment and not the responsibility of the Facility or the District.
- c. The Facility shall follow, for District faculty and students exposed to an infectious disease at the Facility during the clinical experience program, the same policies and procedures which the Facility follows for its employees.
- d. District faculty and students contracting an infectious disease during the period of time they are assigned to or participating in the clinical experience program must report the fact to their District and to the Facility. Before returning to the Facility, such a District

faculty member or student must submit proof of recovery to the District or Facility, if requested.

8. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof.

9. TERM OF AGREEMENT

This Agreement is effective on the later of April 10, 2017, or when fully executed, and shall remain in effect until June 5, 2017. This Agreement may be terminated by either party at any time upon one year written notice to the other party. Termination by the Facility shall not become effective with respect to students then participating in the clinical experience program.

10. FINANCIAL CONSIDERATION

- a. The District and the Facility shall each bear their own costs associated with this Agreement and no payment is required by either the District or the Facility to the other party, except that, where applicable, the Facility shall pay the tuition and other educational fees of students it places in the clinical experience program.
- b. The Facility is not required to reimburse the District faculty or students for any services rendered to the Facility or its patients pursuant to this Agreement.

11. AMENDMENTS

Any amendment to this Agreement shall be in writing and signed by authorized officers of each party.

Neither the District nor the Facility shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

12. STATE AUDIT

The books, records, documents and accounting procedures and practices of the Facility relevant to this Agreement shall be subject to examination by the District and the Legislative Auditor.

13. DATA PRIVACY

The requirements of 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 apply to this contract. The Facility and District must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the District in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Facility in accordance with this contract. The civil remedies of Minnesota Statute

§13.08 apply to the release of the data referred to in this clause by either the Facility or the District.

In the event the Facility receives a request to release the data referred to in this clause, the Facility must immediately notify the District. The District will give the Facility instructions concerning the release of the data to the requesting party before the data is released. The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.P.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.

14. OTHER PROVISIONS

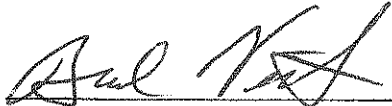
2. Notices.

All notices to be given by Facility to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Bradley Vieths, Vocational Programs Coordinator, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Facility shall be deemed to have been given by depositing the same in writing in the United States Mail to: _____

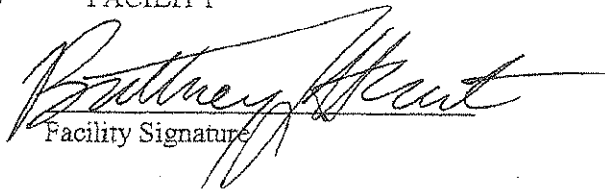
AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

INDEPENDENT SCHOOL DISTRICT NO. 709

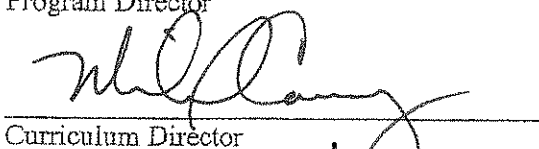
FACILITY



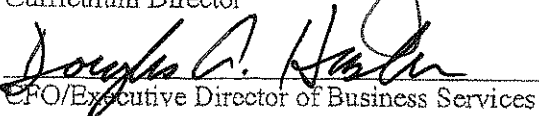
Program Director



Facility Signature



Curriculum Director



CFO/Executive Director of Business Services

Taxpayer ID Number

Facilities Management – Maintenance and Operations - General

- In the past month the Facilities maintenance crews have completed 342 work orders, and are currently working on 536 open work orders.
- Hallberg Engineering Inc. is progressing on the Re-Commissioning process at OEMS.
- Crews are preparing our facilities district-wide for spring athletic sports.
- Facilities maintenance trade crews are currently scheduled district-wide for Spring break.
- We are preparing summer schedules to accommodate summer programs.
- I am working with MN Power to request they fund two more Energy Star Certification projects with Conservation Improvement Program (CIP) funds, possibly at Denfeld and LPMS. This would give us good information related to how effective our design professionals were, as these three buildings all were designed by different firms, as well as how effective we are at operating them. LPMS is all new, Denfeld fully renovated, and EHS is a combination of some renovation combined with a majority that is new.
- I am in the discussion phase with MN Power to determine if they can or will fund a summer intern to work in the Facilities Department and focus on energy conservation and practices. The resulting data from the summer intern will determine for MN Power if the CIP can fund a full-time 3 year position for the District to focus on energy reduction / conservation.

Capital Construction:

- Architectural Resources Inc. has prepared a phase 2 agreement for the School Board to consider for moving forward with construction at Rockridge to house the Woodland Hills programs.
- The rubber mulch replacement process is moving forward and on schedule. This work will be out for bid in April and to the School Board in May for approval.
- Ongoing - 2017 10 Year Capital Plan Projects are being evaluated and proposals solicited as needed for summer 2017 construction.

Building Operations

- One more custodial vacancy at East High School has been filled. A custodial vacancy at Lincoln Park Middle School will be reposted.
- Duluth Police Department and the County Sheriff's Office continue to utilize our vacant sites for training sessions and scenarios such as active shooter.
- A custodial product and equipment catalog has been created to provide standardization in the products and equipment we use district-wide. The catalog plans to be launched next month.

- Lead in water testing district-wide was approved and testing has been scheduled to start the first week of April.
- Marsh McLennan Agency has begun to create orientation training for new employees.
- Asbestos repairs were started at HOCHS based on the three year inspection results. The only areas left to complete are ones that could not be reached so platforms will need to be built.
- Delayed egresses are starting to be eliminated based on the issues we have during fire inspections. Safety will be working with more schools in the future to eliminate the delayed egress doors with repeat issues.
- A fire extinguisher was added to Lincoln Park kitchen per code. It was discovered during an inspection that one wasn't directly located in the kitchen area.
- Gas smell was investigated in the kitchen at East. The smell was from the exhaust of the oven due to the broken belt on the ventilation unit causing it not to exhaust the gasses. The oven was shut down and the belt was replaced.
- Hoist inspections were completed. The units in the Denfeld shop continue to have issues. This year we are locking out the Nauss Baum lift and Phil has requested it be removed from his shop.
- Stowe media center had mold/mildew growth on the peak of the ceiling. It was investigated, cleaned, and disinfected the same day of notification. The roof is creating condensation at the peak which is beginning to rust the panels. It will have to be looked at for further issues. For now the mold/mildew is eliminated.

Emergency Response

- Visited with Anoka/Hennepin to view their lockdown procedures, emergency procedures, and safety programs. The lock down procedure gives employees more options than hiding in the corner and they are recommended by Homeland Security. We will continue to work on updating and improving emergency response plans.
- There was a car fire at Piedmont in the main parking lot. The fire department was called and put out the fire. The building ventilation was shut down to eliminate the migration of fumes into the building. Staff did what they are supposed to by calling 911 and letting the engineer know of the issues.
- AED pads are being replaced due to their expiration date.

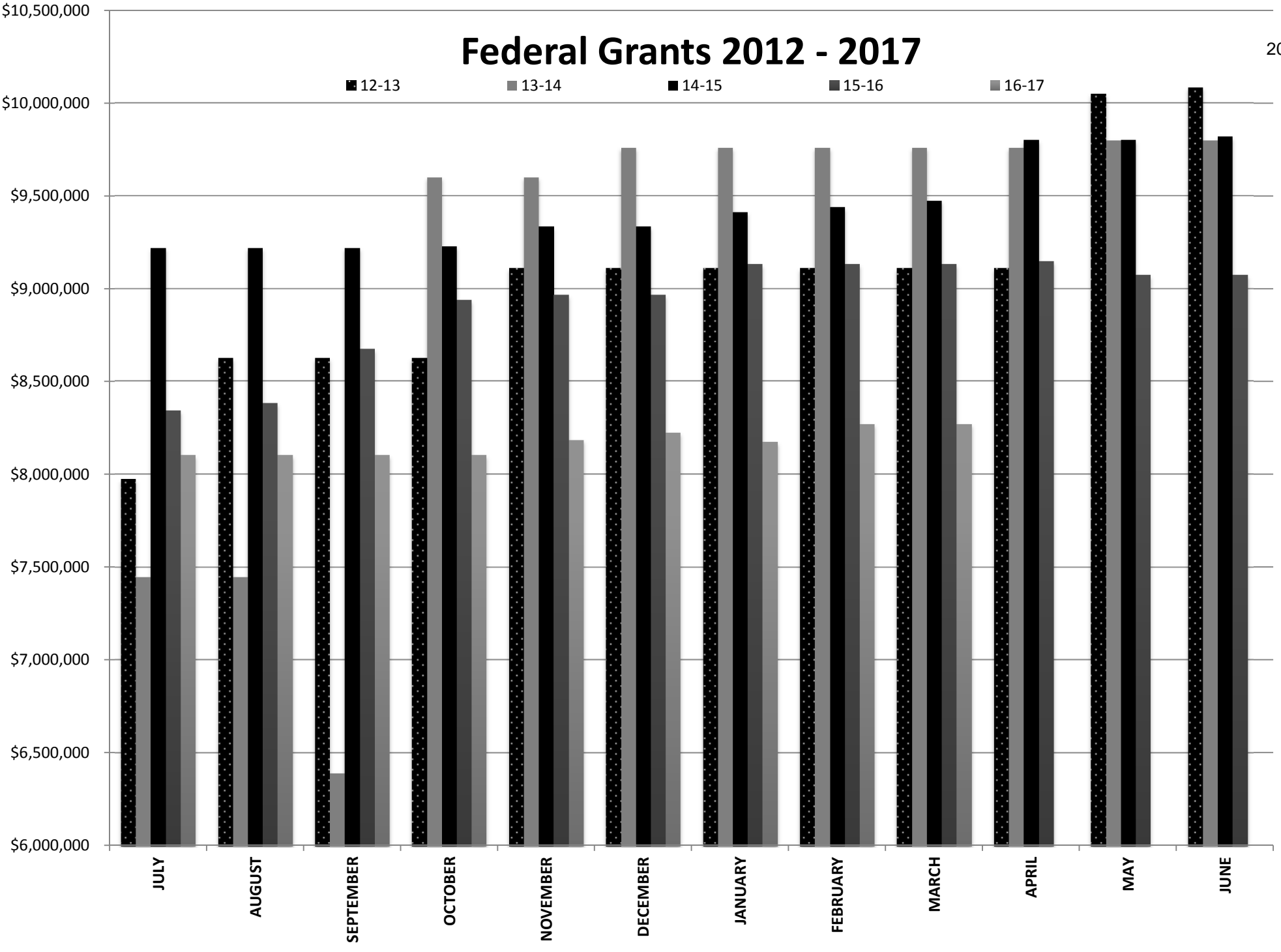
Workers' Compensation Activities

- OSHA Recordables- 4 (Stomach pain from lifting, knee pain tripped by student, slip in hall hip pain, student lunged back/neck pain).
- Incidents Reported: 32 injuries reported.

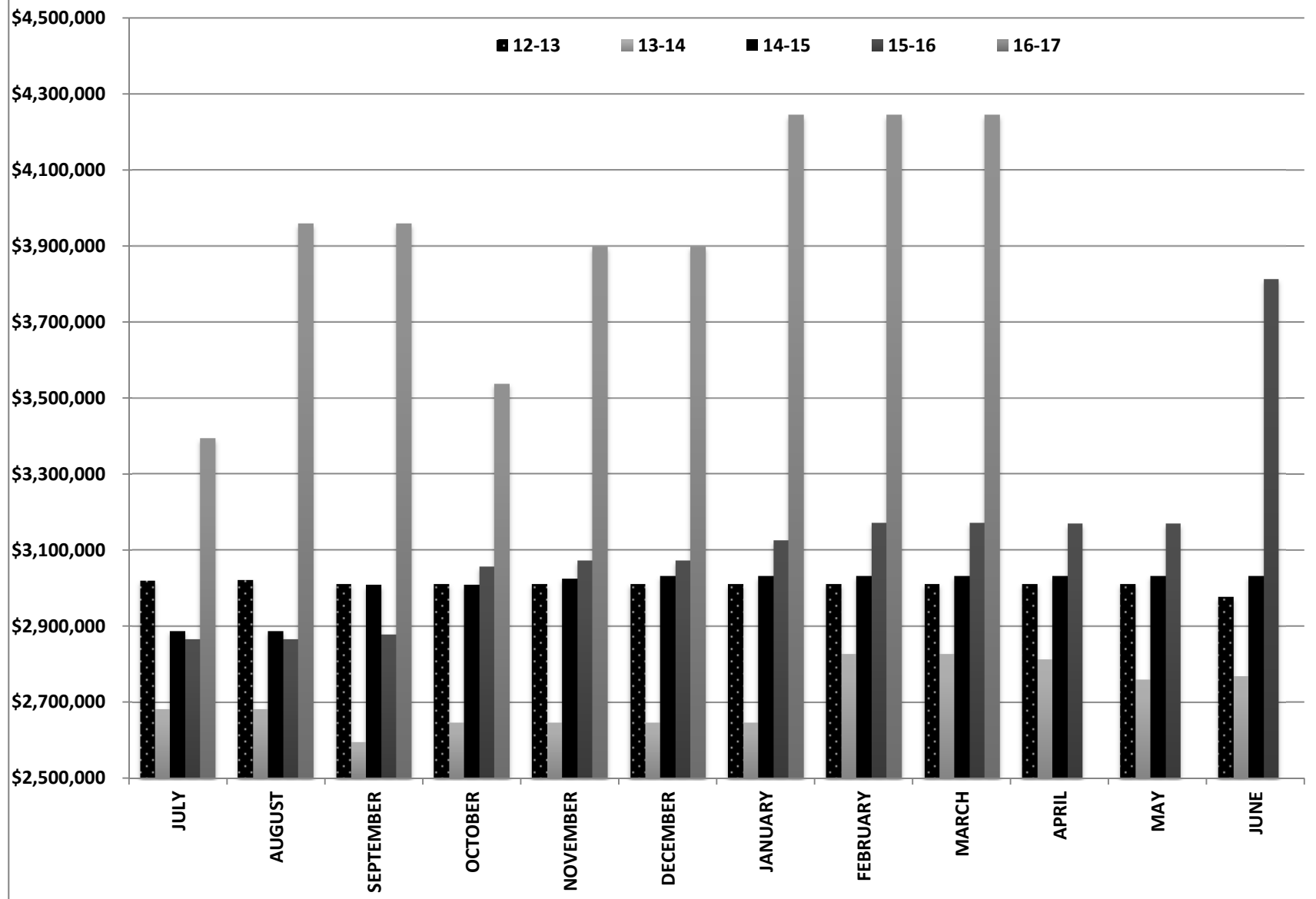
Federal Grants 2012 - 2017

202

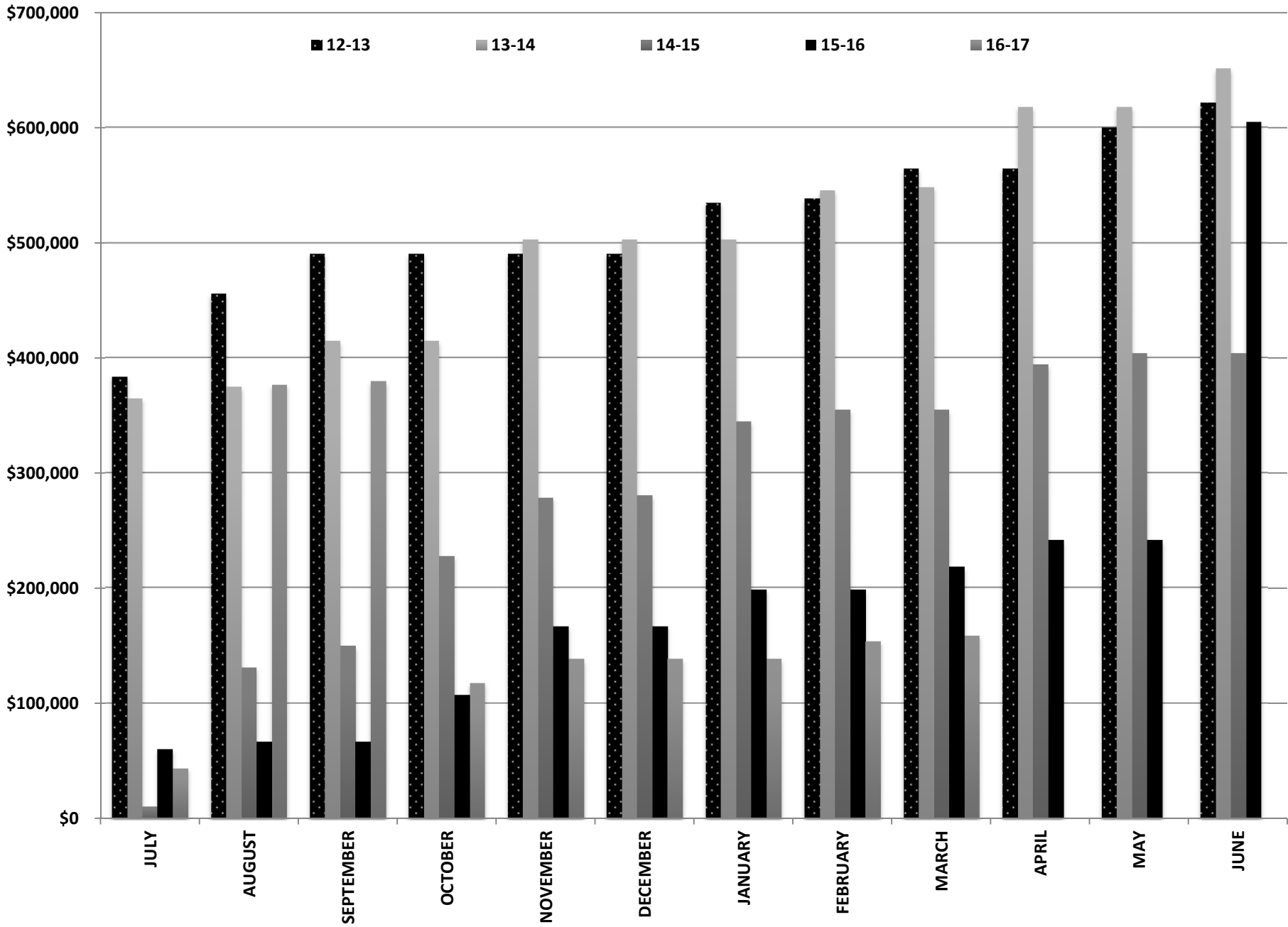
■ 12-13 ■ 13-14 ■ 14-15 ■ 15-16 ■ 16-17



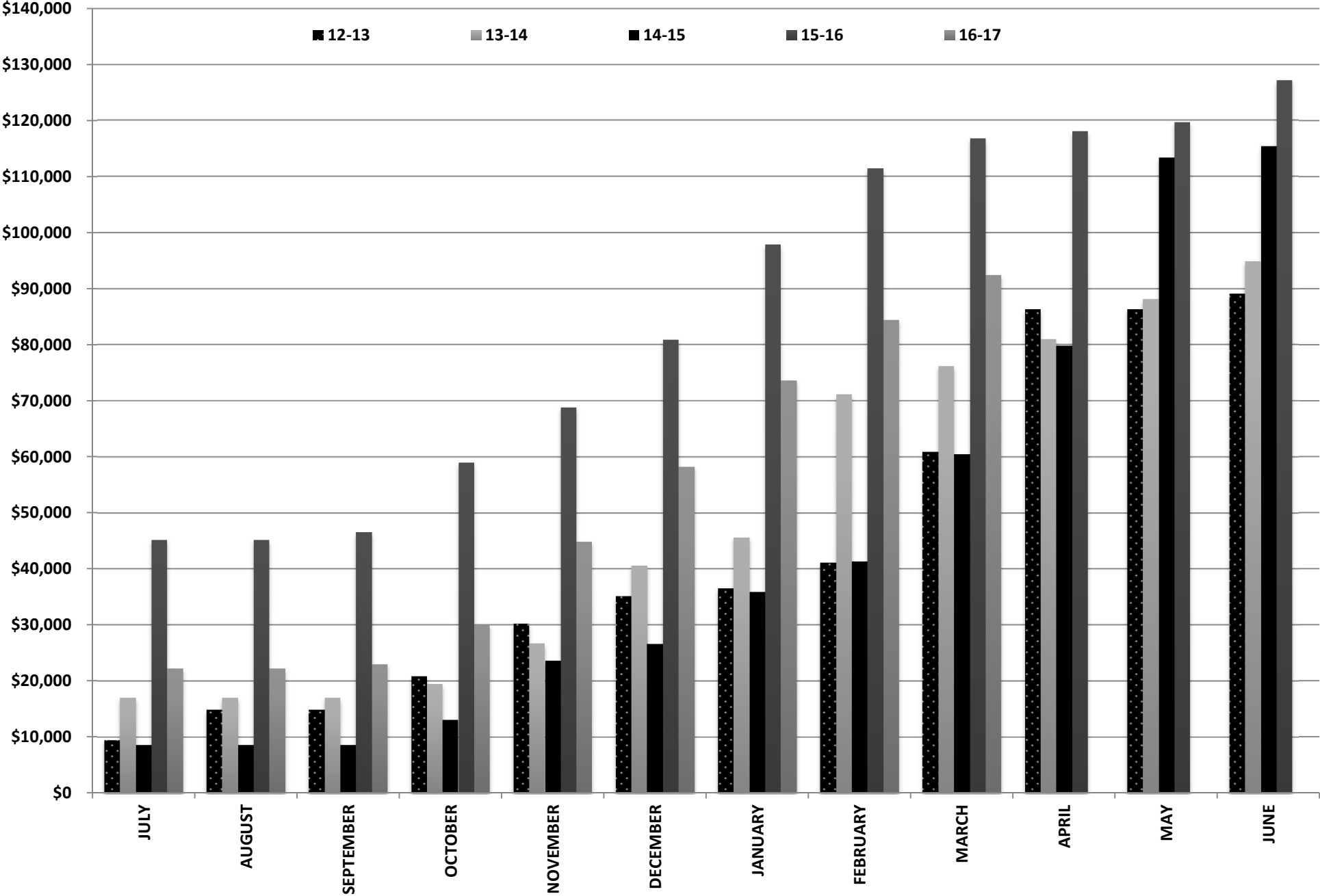
State Grants 2012 - 2017



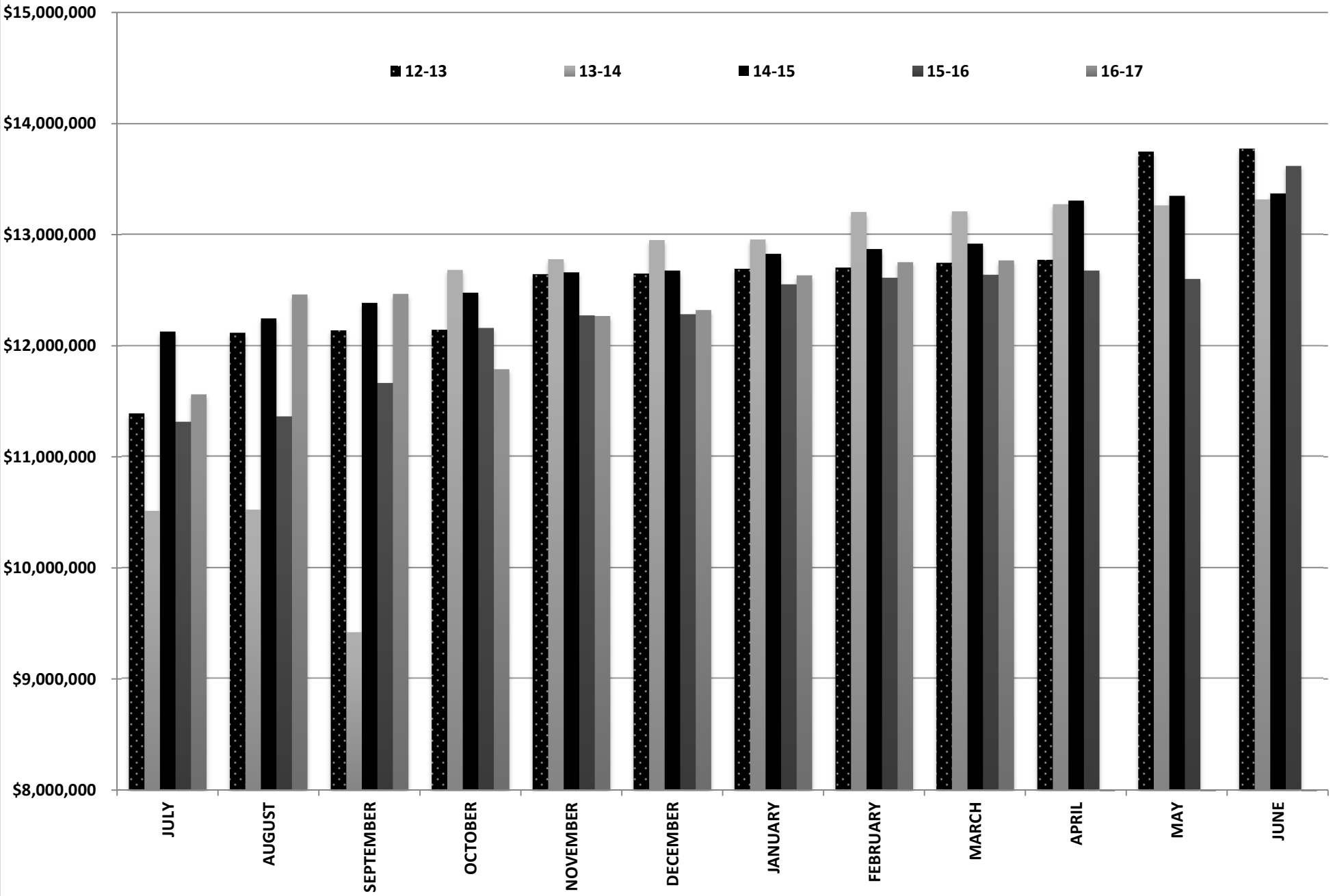
Local Grants 2012 - 2017



Donations 2012 - 2017



Total Donations & Grants 2012 - 2017



Memorandum

To: Doug Hasler, CFO/Executive Director of Business Services

From: Dave Spooner *Dave Spooner*
Manager of Facilities

Date: March 21, 2017

Re: Annual Extensions for District-Wide Contract Services

The following contracts were previously approved by the School Board for services with the option to extend for two additional one-year periods if the amount was determined to be acceptable by the Director of Business Services and the Manager of Facilities.

Quote #4198 – EXTENSION District-Wide Annual Inspection & Service to Boilers

Third Year of Contract (Second of Two Renewable Years)
The Jamar Company – Total Annual cost estimated at \$18,543.60

Quote #4199 – EXTENSION District-Wide Cement Masons Labor Service

Third Year of Contract (Second of Two Renewable Years)
Hovland, Inc. – Total Annual Cost estimated at \$17,888.00

Quote #4200-1 – EXTENSION District-Wide Electrical Labor–High Voltage & Low Voltage

Third Year of Contract (Second of Two Renewable Years)
Hunt Electric – Total Annual Cost estimated at \$35,047.00

Quote #4201-1 – EXTENSION District-Wide Elevator Service

Third Year of Contract (Second of Two Renewable Years)
Schindler Elevator Company – Total Annual Cost estimated at \$7,793.16

Quote #4202 – EXTENSION District-Wide Annual Inspection & Testing of Fire Alarm Systems

Third Year of Contract (Second of Two Renewable Years)
Northland Fire & Safety, Inc. – Total Annual Cost estimated at \$17,173.03

Quote #4203 – EXTENSION District-Wide Glass Replacement Service

Third Year of Contract (Second of Two Renewable Years)
Superior Glass, Inc. – Total Annual Cost estimated at \$21,816.00

Quote #4205 – EXTENSION District-Wide Annual Testing & Maintenance of Sprinkler Systems

Third Year of Contract (Second of Two Renewable Years)
Brothers Fire Protection – Total Annual Cost estimated at \$4,933.85

Quote #4227 – EXTENSION District-Wide Lawn Care Service

Second Year of Contract (First of Two Renewable Years)

Blotti Contracting – Total Annual Cost estimated at \$33,544.12

Nick’s Lawn Care - Total Annual Cost estimated at \$9,499.05

Quote #4228 – EXTENSION District-Wide Fire Extinguisher Service

Second Year of Contract (First of Two Renewable Years)

Northland Fire & Safety, Inc. – Total Annual Cost estimated at \$1,517.10

Quote #4229 – EXTENSION District-Wide Refrigeration Service

Second Year of Contract (First of Two Renewable Years)

Carlson Refrigeration – Total Annual Cost estimated at \$15,150.00

Quote #4239 – EXTENSION District-Wide Refuse Removal & Recycling Service

Second Year of Contract (First of Two Renewable Years)

Waste Management – Total Annual Cost estimated at \$69,992.48

Bid #1253 – EXTENSION District-Wide Snow Plowing Service

Second Year of Contract (First of Two Renewable Years)

Blotti Contracting – Total Annual Cost estimated at \$63,502.74

Viele Contracting, Inc. - Total Annual Cost estimated at \$24,421.80

Billington Contracting, Inc. - Total Annual Cost estimated at \$60,244.48

Recommendation

I recommend approval of the above contract extensions. After review and if you concur, please sign both copies and return them to the Facilities Management office for processing. A yearly cost comparison is attached for each contract for your reference.

Attachments

CONTRACT ANNUAL INSPECTION AND SERVICE TO BOILERS QUOTE #4198

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2017 through June 30, 2018 (FY18)
Independent School District No. 709

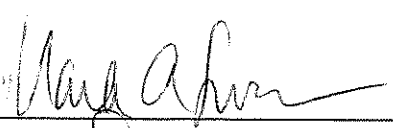
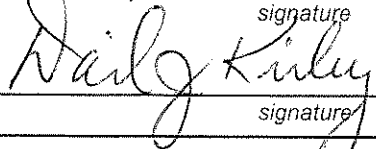
Contractor:	The Jamar Company		
Contact:	Mark Swanson		
Address:	4701 Mike Colalillo Drive, Duluth, Minnesota 55807		
Phone:	218-628-1027	Fax:	218-628-1174

HOURLY RATE	FY16 <i>First Year</i>	FY17 <i>Second Year</i>	FY18 <i>Third Year</i>
REGULAR Hourly Rate	\$101.50	\$101.50	\$102.52
OVERTIME Hourly Rate	\$152.25	\$152.25	\$153.77
HOLIDAY Hourly Rate	\$203.00	\$203.00	\$205.03

ANNUAL SERVICE COST PER BUILDING

1	Congdon Park Elementary School	3	\$1,515.00	\$1,515.00	\$1,530.15
2	Denfeld High School	5	\$2,525.00	\$2,525.00	\$2,550.25
3	East High School	5	\$2,525.00	\$2,525.00	\$2,550.25
4	Homecroft Elementary School	3	\$1,515.00	\$1,515.00	\$1,530.15
5	Lakewood Elementary School	1	\$595.00	\$595.00	\$600.95
6	Laura MacArthur Elementary School	3	\$1,515.00	\$1,515.00	\$1,530.15
7	Lester Park Elementary School	2	\$1,010.00	\$1,010.00	\$1,020.10
8	Lincoln Park Middle School	3	\$1,515.00	\$1,515.00	\$1,530.15
9	Lowell Elementary School	2	\$1,010.00	\$1,010.00	\$1,020.10
10	Myers-Wilkins Elementary School	3	\$1,515.00	\$1,515.00	\$1,530.15
11	Ordean East Middle School	3	\$1,515.00	\$1,515.00	\$1,530.15
12	Piedmont Elementary School	2	\$1,010.00	\$1,010.00	\$1,020.10
13	Stowe Elementary School	1	\$595.00	\$595.00	\$600.95
<i>Total</i>			\$18,360.00	\$18,360.00	\$18,543.60

(0% increase over FY16 contract and 1% increase over FY17 contract)

Insurance Received:	<u>2/22/17</u>	
Acceptance of 2017/2018 Contract:	 _____ <small>signature</small>	<u>2/14/17</u> _____ <small>date</small>
ISD 709, Doug Hasler Board chair	 _____ <small>signature</small>	<u>4-4-17</u> _____ <small>date</small>

CONTRACT

ANNUAL INSPECTION AND SERVICE TO BOILERS

QUOTE #4198

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2017 through June 30, 2018 (FY18)
Independent School District No. 709

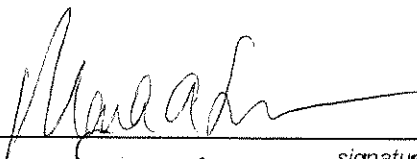
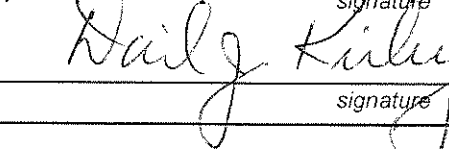
Contractor:	The Jamar Company		
Contact:	Mark Swanson		
Address:	4701 Mike Colalillo Drive, Duluth, Minnesota 55807		
Phone:	218-628-1027	Fax:	218-628-1174

HOURLY RATE	FY16 <i>First Year</i>	FY17 <i>Second Year</i>	FY18 <i>Third Year</i>
REGULAR Hourly Rate	\$101.50	\$101.50	\$102.52
OVERTIME Hourly Rate	\$152.25	\$152.25	\$153.77
HOLIDAY Hourly Rate	\$203.00	\$203.00	\$205.03

ANNUAL SERVICE COST PER BUILDING

1	Congdon Park Elementary School	3	\$1,515.00	\$1,515.00	\$1,530.15
2	Denfeld High School	5	\$2,525.00	\$2,525.00	\$2,550.25
3	East High School	5	\$2,525.00	\$2,525.00	\$2,550.25
4	Homecroft Elementary School	3	\$1,515.00	\$1,515.00	\$1,530.15
5	Lakewood Elementary School	1	\$595.00	\$595.00	\$600.95
6	Laura MacArthur Elementary School	3	\$1,515.00	\$1,515.00	\$1,530.15
7	Lester Park Elementary School	2	\$1,010.00	\$1,010.00	\$1,020.10
8	Lincoln Park Middle School	3	\$1,515.00	\$1,515.00	\$1,530.15
9	Lowell Elementary School	2	\$1,010.00	\$1,010.00	\$1,020.10
10	Myers-Wilkins Elementary School	3	\$1,515.00	\$1,515.00	\$1,530.15
11	Ordean East Middle School	3	\$1,515.00	\$1,515.00	\$1,530.15
12	Piedmont Elementary School	2	\$1,010.00	\$1,010.00	\$1,020.10
13	Stowe Elementary School	1	\$595.00	\$595.00	\$600.95
<i>Total</i>			\$18,360.00	\$18,360.00	\$18,543.60

(0% increase over FY16 contract and 1% increase over FY17 contract)

Insurance Received: _____		
Acceptance of 2017/2018 Contract:	 _____ <i>signature</i>	2/14/17 _____ <i>date</i>
ISD 709, Doug Haster Board Chair	 _____ <i>signature</i>	4-4-17 _____ <i>date</i>

**COMPARISON
ANNUAL INSPECTION AND SERVICE OF BOILERS
July 1, 2017 through June 30, 2018**

	change from FY17	FY18 Quote #4198 3rd Year	FY17 Quote #4198 2nd Year	FY16 Quote #4198	FY15 Quote 4165-1
Normal Working Hours	1.0%	102.52	101.50	101.50	98.00
After Normal Working Hours	1.0%	153.77	152.25	152.25	147.00
Sunday & Holiday Working Hours	1.0%	205.03	203.00	203.00	196.00
1 Congdon Park	1.0%	1,530.15	1,515.00	1,515.00	1,572.00
2 Denfeld HS	1.0%	2,550.25	2,525.00	2,525.00	2,552.00
3 East HS	1.0%	2,550.25	2,525.00	2,525.00	2,552.00
4 Homecroft	1.0%	1,530.15	1,515.00	1,515.00	1,865.00
5 Lakewood	1.0%	600.95	595.00	595.00	886.00
6 Laura MacArthur	1.0%	1,530.15	1,515.00	1,515.00	1,572.00
7 Lester Park	1.0%	1,020.10	1,010.00	1,010.00	1,082.00
8 Lincoln Park MS	1.0%	1,530.15	1,515.00	1,515.00	1,572.00
9 Lowell	1.0%	1,020.10	1,010.00	1,010.00	1,072.00
10 Myers-Wilkins	1.0%	1,530.15	1,515.00	1,515.00	1,572.00
11 Ordean East MS	1.0%	1,530.15	1,515.00	1,515.00	1,572.00
12 Piedmont	1.0%	1,020.10	1,010.00	1,010.00	1,082.00
13 Stowe	1.0%	600.95	595.00	595.00	886.00
TOTAL ANNUAL AMOUNT	1.0%	\$18,543.60	\$18,360.00	\$18,360.00	\$19,837.00

CONTRACT

CEMENT MASONS LABOR

Quote #4199

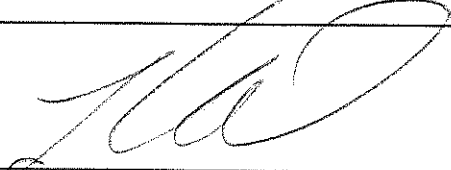
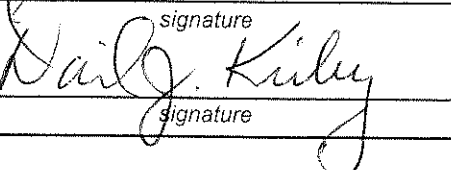
Third Year of Contract (Second of Two Renewable Years)
 for the period of July 1, 2017 through June 30, 2018 (FY18)
 Independent School District No. 709

Contractor:	Hovland, Inc.
Contact:	Lon Hovland
Address:	4177 Thunderchief Lane, Hermantown, Minnesota 55811
Phone:	218-722-1662 fax 218-722-2311

REGULAR HOURLY RATE	FY16 <i>First Year</i>	FY17 <i>Second Year</i>	FY18 <i>Third Year</i>
FOREMAN	\$90.63	\$90.63	\$91.54
JOURNEYMAN	\$88.55	\$88.55	\$89.44
APPRENTICE	\$80.87	\$80.87	\$81.68

OVERTIME HOURLY RATE	FY16	FY17	FY18
FOREMAN	\$114.84	\$114.84	\$115.99
JOURNEYMAN	\$111.50	\$111.50	\$112.62
APPRENTICE	\$100.09	\$100.09	\$101.09

(0% increase over FY16 contract and 1% increase over FY17 contract)

Insurance Received:	<u>2/22/17</u>		
Acceptance of 2017/2018 Contract:		_____ <i>signature</i>	<u>2/9/17</u> <i>date</i>
ISD 709, Doug Hasler: Board Chair		_____ <i>signature</i>	<u>4-4-17</u> <i>date</i>

**COMPARISON
CEMENT MASONS LABOR
July 1, 2017 through June 30, 2018**

	change from FY17	FY18		FY17		FY16		FY15		FY14		FY13	
		Quote #4199 3rd Year	Quote #4199 2nd Year	Quote #4199 2nd Year	Quote #4199 3rd Year	Quote 4120-1 3rd Year	Quote 4120-1 2nd Year	Quote 4120-1 2nd Year	Quote 4120-1 3rd Year	Quote 4120-1 2nd Year	Quote 4120-1 2nd Year	Quote 4120-1 2nd Year	Quote 4120-1 2nd Year
Foreman (regular hourly rate)	1.0%	\$91.54	\$90.63	\$90.63	\$90.63	\$87.17	\$85.63	\$85.63	\$87.17	\$85.63	\$85.63	\$85.63	\$84.20
Journeyman (regular hourly rate)	1.0%	\$89.44	\$88.55	\$88.55	\$88.55	\$85.05	\$83.55	\$83.55	\$85.05	\$83.55	\$83.55	\$83.55	\$82.15
Apprentice (regular hourly rate)	1.0%	\$81.68	\$80.87	\$80.87	\$80.87	\$77.23	\$75.87	\$75.87	\$77.23	\$75.87	\$75.87	\$75.87	\$74.60
Foreman (Overtime hourly rate)	1.0%	\$115.99	\$114.84	\$114.84	\$114.84	\$111.81	\$109.84	\$109.84	\$111.81	\$109.84	\$109.84	\$109.84	\$108.00
Journeyman (Overtime hourly rate)	1.0%	\$112.62	\$111.50	\$111.50	\$111.50	\$108.50	\$106.58	\$106.58	\$108.50	\$106.58	\$106.58	\$106.58	\$104.80
Apprentice (Overtime hourly rate)	1.0%	\$101.09	\$100.09	\$100.09	\$100.09	\$96.80	\$95.09	\$95.09	\$96.80	\$95.09	\$95.09	\$95.09	\$93.50
Estimated Total Amount (200 hours)	1.0%	\$17,888.00	\$17,710.00	\$17,710.00	\$17,710.00	\$17,010.00	\$16,710.00	\$16,710.00	\$17,010.00	\$16,710.00	\$16,710.00	\$16,710.00	\$16,430.00

CONTRACT

ELECTRICAL LABOR - HIGH VOLTAGE & LOW VOLTAGE

Quote #4200-1

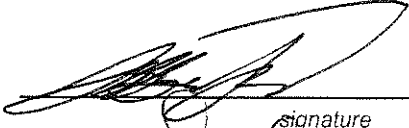
Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2017 through June 30, 2018 (FY18)
Independent School District No. 709

Contractor:	Hunt Electric Corporation
Contact:	Jeffrey D. Tyllia
Address:	4330 West 1st Street, Suite B, Duluth, Minnesota 55807
Phone:	218-628-3323 fax 218-624-7485

REGULAR HOURLY RATE	FY16 <i>First Year</i>	FY17 <i>Second Year</i>	FY18 <i>Third Year</i>
JOURNEYMAN	\$81.50	\$81.50	\$82.32
APPRENTICE - level 6 (85%)	\$56.00	\$56.00	\$56.56
APPRENTICE - level 5 (75%)	\$50.00	\$50.00	\$50.50
APPRENTICE - level 4 (65%)	\$43.00	\$43.00	\$43.43
APPRENTICE - level 3 (55%)	\$36.00	\$36.00	\$36.36
APPRENTICE - level 2 (55%)	\$33.00	\$33.00	\$33.33
APPRENTICE - level 1 (45%)	\$30.00	\$30.00	\$30.30
LOW VOLTAGE TECHNICIAN	\$70.00	\$70.00	\$70.70
LOW VOLTAGE INSTALLER	\$52.00	\$52.00	\$52.52

OVERTIME HOURLY RATE	FY16	FY17	FY18
JOURNEYMAN	\$122.00	\$122.00	\$123.22
APPRENTICE - level 6 (85%)	\$84.00	\$84.00	\$84.84
APPRENTICE - level 5 (75%)	\$75.00	\$75.00	\$75.75
APPRENTICE - level 4 (65%)	\$64.00	\$64.00	\$64.64
APPRENTICE - level 3 (55%)	\$54.00	\$54.00	\$54.54
APPRENTICE - level 2 (55%)	\$50.00	\$50.00	\$50.50
APPRENTICE - level 1 (45%)	\$45.00	\$45.00	\$45.45
LOW VOLTAGE TECHNICIAN	\$105.00	\$105.00	\$106.05
LOW VOLTAGE INSTALLER	\$78.00	\$78.00	\$78.78

(0% increase over FY16 contract and 1% increase over FY17 contract)

Insurance Received:	<u>2/27/17</u>		
Acceptance of 2017/2018 Contract:		<u>2/22/2017</u>	date
ISD 709, Doug Haster Board Chair	<u>Daily Kiley</u>	<u>4-4-17</u>	date

CONTRACT

ELECTRICAL LABOR - HIGH VOLTAGE & LOW VOLTAGE

Quote #4200-1

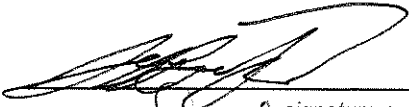
Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2017 through June 30, 2018 (FY18)
Independent School District No. 709

Contractor:	Hunt Electric Corporation
Contact:	Jeffrey D. Tyllia
Address:	4330 West 1st Street, Suite B, Duluth, Minnesota 55807
Phone:	218-628-3323 fax 218-624-7485

REGULAR HOURLY RATE	FY16 <i>First Year</i>	FY17 <i>Second Year</i>	FY18 <i>Third Year</i>
JOURNEYMAN	\$81.50	\$81.50	\$82.32
APPRENTICE - level 6 (85%)	\$56.00	\$56.00	\$56.56
APPRENTICE - level 5 (75%)	\$50.00	\$50.00	\$50.50
APPRENTICE - level 4 (65%)	\$43.00	\$43.00	\$43.43
APPRENTICE - level 3 (55%)	\$36.00	\$36.00	\$36.36
APPRENTICE - level 2 (55%)	\$33.00	\$33.00	\$33.33
APPRENTICE - level 1 (45%)	\$30.00	\$30.00	\$30.30
LOW VOLTAGE TECHNICIAN	\$70.00	\$70.00	\$70.70
LOW VOLTAGE INSTALLER	\$52.00	\$52.00	\$52.52

OVERTIME HOURLY RATE	FY16 <i>First Year</i>	FY17 <i>Second Year</i>	FY18 <i>Third Year</i>
JOURNEYMAN	\$122.00	\$122.00	\$123.22
APPRENTICE - level 6 (85%)	\$84.00	\$84.00	\$84.84
APPRENTICE - level 5 (75%)	\$75.00	\$75.00	\$75.75
APPRENTICE - level 4 (65%)	\$64.00	\$64.00	\$64.64
APPRENTICE - level 3 (55%)	\$54.00	\$54.00	\$54.54
APPRENTICE - level 2 (55%)	\$50.00	\$50.00	\$50.50
APPRENTICE - level 1 (45%)	\$45.00	\$45.00	\$45.45
LOW VOLTAGE TECHNICIAN	\$105.00	\$105.00	\$106.05
LOW VOLTAGE INSTALLER	\$78.00	\$78.00	\$78.78

(0% increase over FY16 contract and 1% increase over FY17 contract)

Insurance Received: _____		
Acceptance of 2017/2018 Contract:	 _____ <i>Naila Kiley</i> signature	2/2/2017 _____ date
ISD 709, Doug Hester Board Chair	_____ signature	4-4-17 _____ date

COMPARISON

Electrical Labor - High Voltage & Low Voltage

July 1, 2017 through June 30, 2018

REGULAR HOURLY RATE	change from FY17	FY18		FY17		FY16		FY15		FY14		FY13	
		Quote 4200-1 3rd year	Quote 4200-1 2nd year	Quote 4200-1 2nd year	Quote 4200-1 2nd year	Quote 4200-1 3rd year	Quote 4107 3rd year	Quote 4107 2nd year	Quote 4107 2nd year	Quote 4107 2nd year	Quote 4107 2nd year	Quote 4107 2nd year	Quote 4107 2nd year
Journeyman	1.0%	\$82.32	\$81.50	\$81.50	\$81.50	\$81.50	\$590.12	\$579.69	\$590.12	\$579.69	\$590.12	\$579.69	\$570.00
Apprentice level 6 (85%)	1.0%	\$56.56	\$56.00	\$56.00	\$56.00	\$56.00	\$507.30	\$498.33	\$507.30	\$498.33	\$507.30	\$498.33	\$490.00
Apprentice level 5 (75%)	1.0%	\$50.50	\$50.00	\$50.00	\$50.00	\$50.00	\$443.11	\$435.28	\$443.11	\$435.28	\$443.11	\$435.28	\$428.00
Apprentice level 4 (65%)	1.0%	\$43.43	\$43.00	\$43.00	\$43.00	\$43.00	\$384.10	\$377.31	\$384.10	\$377.31	\$384.10	\$377.31	\$371.00
Apprentice level 3 (55%)	1.0%	\$36.36	\$36.00	\$36.00	\$36.00	\$36.00	\$325.09	\$319.34	\$325.09	\$319.34	\$325.09	\$319.34	\$314.00
Apprentice level 2 (50%)	1.0%	\$33.33	\$33.00	\$33.00	\$33.00	\$33.00	\$295.06	\$289.85	\$295.06	\$289.85	\$295.06	\$289.85	\$285.00
Apprentice level 1 (45%)	1.0%	\$30.30	\$30.00	\$30.00	\$30.00	\$30.00	\$266.07	\$261.37	\$266.07	\$261.37	\$266.07	\$261.37	\$257.00
Low Voltage Technician	1.0%	\$70.70	\$70.00	\$70.00	\$70.00	\$70.00	\$455.53	\$447.48	\$455.53	\$447.48	\$455.53	\$447.48	\$440.00
Low Voltage Installer	1.0%	\$52.52	\$52.00	\$52.00	\$52.00	\$52.00	\$333.37	\$327.47	\$333.37	\$327.47	\$333.37	\$327.47	\$322.00

OVERTIME HOURLY RATE

Journeyman	1.0%	\$123.22	\$122.00	\$122.00	\$122.00	\$110.61	\$108.66	\$110.61	\$108.66	\$110.61	\$108.66	\$106.84
Apprentice level 6 (85%)	1.0%	\$84.84	\$84.00	\$84.00	\$84.00	\$94.05	\$92.38	\$94.05	\$92.38	\$94.05	\$92.38	\$90.84
Apprentice level 5 (75%)	1.0%	\$75.75	\$75.00	\$75.00	\$75.00	\$82.99	\$81.52	\$82.99	\$81.52	\$82.99	\$81.52	\$80.16
Apprentice level 4 (65%)	1.0%	\$64.64	\$64.00	\$64.00	\$64.00	\$71.92	\$70.65	\$71.92	\$70.65	\$71.92	\$70.65	\$69.47
Apprentice level 3 (55%)	1.0%	\$54.54	\$54.00	\$54.00	\$54.00	\$61.08	\$60.00	\$61.08	\$60.00	\$61.08	\$60.00	\$59.00
Apprentice level 2 (50%)	1.0%	\$50.50	\$50.00	\$50.00	\$50.00	\$55.91	\$54.92	\$55.91	\$54.92	\$55.91	\$54.92	\$54.00
Apprentice level 1 (45%)	1.0%	\$45.45	\$45.00	\$45.00	\$45.00	\$49.69	\$48.82	\$49.69	\$48.82	\$49.69	\$48.82	\$48.00
Low Voltage Technician	1.4%	\$106.50	\$105.00	\$105.00	\$105.00	\$85.41	\$83.90	\$85.41	\$83.90	\$85.41	\$83.90	\$82.50
Low Voltage Installer	1.0%	\$78.78	\$78.00	\$78.00	\$78.00	\$62.50	\$61.40	\$62.50	\$61.40	\$62.50	\$61.40	\$60.37
Total Annual Amount	1.0%	\$35,047.00	\$34,700.00	\$34,700.00	\$34,700.00	\$23,604.80	\$23,187.60	\$23,604.80	\$23,187.60	\$23,604.80	\$23,187.60	\$22,800.00

(40 days) daily rates

(40 days) daily rates

(550 hours) hourly rates

(550 hours) hourly rates

(550 hours) hourly rates

(550 hours) hourly rates

(40 days) daily rates

(40 days) daily rates

CONTRACT

ELEVATOR SERVICE - Quote #4201-1

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2017 through June 30, 2018 (FY18)
Independent School District No. 709

Contractor:	Schindler Elevator Corporation
Contact:	Jessica Ellison
Address:	895 Blue Gentian Road, Eagan, Minnesota 55121
Phone:	218-755-9186 fax: 651-406-5321

REGULAR HOURLY RATE	FY16 <i>First Year</i>	FY17 <i>Second Year</i>	FY18 <i>Third Year</i>
Mechanic in Charge	\$146.25	\$146.25	\$147.71
Mechanic	\$130.00	\$130.00	\$131.30
Apprentice 4th Year	\$104.00	\$104.00	\$105.04
Apprentice 3rd Year	\$91.00	\$91.00	\$91.91
Apprentice 2nd Year	\$78.00	\$78.00	\$78.78
Apprentice 1st Year	\$65.00	\$65.00	\$65.65
Probation Apprentice	\$65.00	\$65.00	\$65.65

OVERTIME HOURLY RATE	FY16 <i>First Year</i>	FY17 <i>Second Year</i>	FY18 <i>Third Year</i>
Mechanic in Charge	\$248.63	\$248.63	\$251.12
Mechanic	\$221.00	\$221.00	\$223.21
Apprentice 4th Year	\$176.80	\$176.80	\$178.57
Apprentice 3rd Year	\$154.70	\$154.70	\$156.25
Apprentice 2nd Year	\$132.60	\$132.60	\$133.93
Apprentice 1st Year	\$110.50	\$110.50	\$111.61
Probation Apprentice	\$110.50	\$110.50	\$111.61

HOLIDAY HOURLY RATE	FY16 <i>First Year</i>	FY17 <i>Second Year</i>	FY18 <i>Third Year</i>
Mechanic in Charge	\$292.50	\$292.50	\$295.43
Mechanic	\$260.00	\$260.00	\$262.60
Apprentice 4th Year	\$208.00	\$208.00	\$210.08
Apprentice 3rd Year	\$182.00	\$182.00	\$183.82
Apprentice 2nd Year	\$156.00	\$156.00	\$157.56
Apprentice 1st Year	\$130.00	\$130.00	\$131.30
Probation Apprentice	\$130.00	\$130.00	\$131.30

SERVICE COST PER BUILDING			
1	Congdon Park ES	\$450.00	\$450.00
2	Congdon Park ES Lift	\$396.00	\$396.00
3	Denfeld HS	\$450.00	\$450.00
4	Denfeld HS	\$444.00	\$444.00
5	East HS	\$486.00	\$486.00
6	HOCHS	\$450.00	\$450.00
7	Homecroft ES	\$450.00	\$450.00
8	Laura MacArthur ES	\$486.00	\$486.00
8a	Laura MacArthur ES	<i>new elevator added FY18</i>	
9	Lester Park ES	\$486.00	\$486.00
10	Lincoln Park MS	\$486.00	\$486.00
11	Morgan Park MS (closed)	\$450.00	<i>building sold</i>
12	Myer-Wilkins ES	\$444.00	\$444.00
13	Nettleton - West (closed)	\$450.00	<i>not in use</i>
14	Nettleton - East (closed)	\$450.00	\$450.00
15	Ordean East MS - South	\$450.00	\$450.00
16	Ordean East MS - North	\$450.00	\$450.00
17	Piedmont ES	\$444.00	\$444.00
18	STC Main Campus (closed)	\$450.00	\$450.00
<i>Total</i>		\$8,172.00	\$7,272.00
			\$7,793.16

(0% increase over FY16 contract and 1% increase over FY17 contract)

Insurance Received:	<u>3/6/17</u>		
Acceptance of 2017/2018 Contract:			<u>3-1-17</u>
ISD 709, Doug Haster:	Board Chair		<u>4-4-17</u>

COMPARISON ELEVATOR SERVICE

July 1, 2017 through June 30, 2018

Service Cost Per Building	change from										FY12 Bid #1129 third year
	FY17	FY18 Quote #4201-1 3rd Year	FY17 2nd Year Quote #4201-1	FY16 Quote #4201-1	FY15 Quote #4108 third Year	FY14 Quote #4108 second Year	FY13 Quote #4108				
Central HS (closed)					<i>lagged</i>	\$451.55	\$444.00				
Congdon Park ES	1.0%	\$454.50	\$450.00	\$450.00	\$490.74	\$482.06	\$474.00				\$472.68
Congdon Park ES Lift	1.0%	\$399.96	\$396.00	\$396.00	\$234.00						
Denfeld HS	1.0%	\$454.50	\$450.00	\$450.00	\$490.74	\$482.06	\$474.00				\$472.68
Denfeld HS	1.0%	\$448.44	\$444.00	\$444.00	\$459.68	\$451.55	\$444.00				<i>new elevator</i>
East HS	1.0%	\$490.86	\$486.00	\$486.00	\$459.68	\$451.55	\$444.00				<i>new elevator</i>
HOCES	1.0%	\$454.50	\$450.00	\$450.00	\$490.74	\$482.06	\$474.00				\$472.68
Homecroft ES	1.0%	\$454.50	\$450.00	\$450.00	\$472.10	\$463.75	\$456.00				\$454.50
Laura MacArthur ES (main)	1.0%	\$490.86	\$486.00	\$486.00	\$453.46	\$445.45	\$438.00				<i>new elevator</i>
Laura MacArthur ES (youth center)		\$448.44									
Lester Park ES	1.0%	\$490.86	\$486.00	\$486.00	\$453.46	\$445.45	\$438.00				<i>new elevator</i>
Lincoln Park MS	1.0%	\$490.86	\$486.00	\$486.00	\$459.68	\$451.55	\$444.00				<i>new elevator</i>
Morgan Park MS (sold)		<i>sold</i>	<i>sold</i>	<i>sold</i>	\$534.22	\$524.77	\$516.00				\$515.10
Myers Wilkins ES	1.0%	\$448.44	\$444.00	\$444.00	\$344.76		\$444.00				<i>new elevator</i>
Nettleton ES - West (closed)		<i>not operable</i>	<i>not operable</i>	\$450.00	\$465.89	\$457.65	\$450.00				\$448.44
Nettleton ES - East (closed)	1.0%	\$454.50	\$450.00	\$450.00	\$490.74	\$482.06	\$474.00				\$472.68
Ordean East MS - South	1.0%	\$454.50	\$450.00	\$450.00	\$465.89	\$457.65	\$450.00				
Ordean East MS - North	1.0%	\$454.50	\$450.00	\$450.00	\$472.10	\$463.75	\$456.00				
Piedmont ES	1.0%	\$448.44	\$444.00	\$444.00	\$453.46	\$445.45	\$438.00				<i>new elevator</i>
S.T.C. Main Campus	1.0%	\$454.50	\$450.00	\$450.00	\$459.68	\$451.55	\$444.00				
Woodland MS (sold)		<i>sold</i>	<i>sold</i>	<i>sold</i>	<i>sold</i>	\$445.45	\$438.00				\$436.32
Total Annual Amount	7.2%	\$7,793.16	\$7,272.00	\$8,172.00	\$8,151.02	\$8,335.36	\$8,640.00				\$3,745.08
Mechanic in Charge Hourly Rates											
Normal Working Hours	1.0%	\$147.71	\$146.25	\$146.25	\$136.66	\$134.24	\$132.00				\$131.30
After Normal Working Hours	1.0%	\$251.12	\$248.63	\$248.63	\$231.91	\$227.81	\$224.00				\$222.20
Holiday Working hours	1.0%	\$295.43	\$292.50	\$292.50	\$273.32	\$268.49	\$264.00				\$262.60
Code Compliance Work				<i>removed</i>	\$136.66	\$134.24	\$132.00				\$131.30

CONTRACT

INSPECTION AND TESTING OF FIRE ALARM SYSTEMS

Quote #4202

Third Year of Contract (Second of Two Renewable Years)
 for the period of July 1, 2017 through June 30, 2018 (FY18)
 Independent School District No. 709

Contractor:	Northland Fire & Safety, Inc.		
Contact:	Mary Randby		
Address:	2213 East 5th Street, Superior, Wisconsin 54880		
Phone:	715-398-6643	fax 715-398-6647	

INSPECTION	FY16 <i>First Year</i>	FY17 <i>Second Year</i>	FY18 <i>Third Year</i>
Total Amount of Quote (see page 2 of 2)	\$11,693.00	\$9,728.00	\$9,244.53

(Contractors annual inspection cost as stated on Form of Proposal)

ADD/DEDUCT PER DEVICE CHARGE


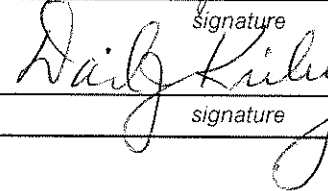
Smoke/Heat Detector	\$1.00	\$1.00	\$1.01
Signaling Notification Device	\$0.75	\$0.75	\$0.76
Other Initiating Device	\$1.00	\$1.00	\$1.01
Accessory Device	\$1.00	\$1.00	\$1.01

ADD ALTERNATE CLEANING/INSPECTIONS

Duct Cleaning (24 duct hoods)	\$4,400.00	\$4,400.00	\$4,444.00
ANSUL System Inspection (18 systems)	\$3,450.00	\$3,450.00	\$3,484.50

(0% increase over FY16 contract and 1% increase over FY17 contract)

ANSUL Inspection \$1,725 per inspection/semi-annually

Insurance Received: _____		
Acceptance of 2017/2018 Contract:	 _____ <small>signature</small>	2-10-17 _____ <small>date</small>
ISD 709, Doug Hasler Board Chair	 _____ <small>signature</small>	4-4-17 _____ <small>date</small>

CONTRACT

INSPECTION AND TESTING OF FIRE ALARM SYSTEMS

Quote #4202

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2017 through June 30, 2018 (FY18)
Independent School District No. 709

Contractor:	Northland Fire & Safety, Inc.
Contact:	Mary Randby
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Phone:	715-398-6643 fax 715-398-6647

INSPECTION	FY16 <i>First Year</i>	FY17 <i>Second Year</i>	FY18 <i>Third Year</i>
Total Amount of Quote (see page 2 of 2)	\$11,693.00	\$9,728.00	\$9,244.53

(Contractors annual inspection cost as stated on Form of Proposal)

ADD/DEDUCT PER DEVICE CHARGE



Smoke/Heat Detector	\$1.00	\$1.00	\$1.01
Signaling Notification Device	\$0.75	\$0.75	\$0.76
Other Initiating Device	\$1.00	\$1.00	\$1.01
Accessory Device	\$1.00	\$1.00	\$1.01

ADD ALTERNATE CLEANING/INSPECTIONS

Duct Cleaning (24 duct hoods)	\$4,400.00	\$4,400.00	\$4,444.00
ANSUL System Inspection (18 systems)	\$3,450.00	\$3,450.00	\$3,484.50

(0% increase over FY16 contract and 1% increase over FY17 contract)

ANSUL Inspection \$1,725 per inspection/semi-annually

Insurance Received: _____		
Acceptance of 2017/2018 Contract:	 _____ signature	2-10-17 _____ date
ISD 709, Doug Hasler Board Chair	 _____ signature	4-4-17 _____ date

COMPARISON
ANNUAL INSPECTION AND TESTING OF FIRE ALARM SYSTEMS
 July 1, 2017 through June 30, 2018

	change from FY17	FY18 Quote #4202 3rd Year	FY17 Quote #4202 2nd Year	FY16 Quote #4202	FY15 Quote #4109 3rd Year	FY14 Quote #4109 2nd Year	FY13 Quote #4109	FY12 Quote #4076	FY11 Bid #1111 3rd Year
Central HS (closed)	1.0%	\$338.35	\$335.00	\$335.00	\$616.01	\$605.12	\$595.00	\$323.99	\$410.00
Congdon Park ES		\$358.55		\$355.00	\$360.00			\$240.41	\$330.00
Sensitivity Testing			\$560.00						
Denfield HS	1.0%	\$1,661.45	\$1,645.00		\$1,351.07	\$1,327.19	\$1,305.00		
Sensitivity Testing			\$3,000.00						
East HS	1.0%	\$878.70	\$870.00	\$1,003.00	\$170.83	\$167.81	\$165.00		
Sensitivity Testing									
Facilities Management (sold)									\$150.00
Garfield Avenue Building	1.0%	\$237.35	\$235.00	\$235.00	\$403.77	\$396.63	\$390.00	\$219.65	\$225.00
Historic Old Central HS	1.0%	\$508.03	\$503.00	\$503.00	\$704.01	\$691.56	\$680.00	\$626.50	\$450.00
Honcroft ES	1.0%	\$419.15	\$415.00	\$415.00	\$383.06	\$376.29	\$370.00	\$384.25	
Kenwood ES (sold)								\$123.24	\$135.00
Lakewood ES	1.0%	\$328.25	\$325.00	\$325.00	\$248.47	\$244.08	\$240.00	\$277.00	
Laura MacArthur ES	1.0%	\$575.70	\$570.00	\$872.00	\$533.18	\$523.76	\$515.00		
Sensitivity Testing									
Lester Park ES	1.0%	\$282.80	\$280.00	\$355.00	\$129.41	\$127.13	\$125.00		
Sensitivity Testing									
Lincoln Park ES (closed)								\$510.75	\$865.00
Lincoln Park MS	1.0%	\$404.00	\$400.00	\$400.00	\$209.44				
Lowell ES	1.0%	\$429.25	\$425.00	\$425.00	\$440.01	\$432.23	\$425.00	\$453.09	
Morgan Park MS (closed)									\$530.00
Myers-Wilkins ES		\$570.65		\$555.00	\$817.89	\$803.43	\$790.00	\$390.67	\$160.00
Sensitivity Testing			\$935.00						
Nettleton ES (closed)	1.0%	\$318.15	\$315.00	\$315.00	\$465.89	\$457.65	\$450.00	\$253.47	\$300.00
Ordean East MS	1.0%	\$595.90	\$590.00	\$590.00	\$148.00				
Piedmont ES	1.0%	\$348.45	\$345.00		\$196.71	\$193.23	\$190.00		
Sensitivity Testing			\$465.00						
Rockridge ES (closed)	1.0%	\$161.60	\$160.00	\$160.00	\$232.94	\$228.83	\$225.00	\$136.18	\$155.00
S.T.C. Main Campus	1.0%	\$363.60	\$360.00	\$360.00	\$486.59	\$477.99	\$470.00	\$243.25	\$360.00
S.T.C. Upper - Facilities	1.0%	\$75.75	\$75.00	\$75.00	\$88.00	\$86.45	\$85.00	\$84.60	\$70.00
Stowe ES	1.0%	\$388.85	\$385.00	\$385.00	\$289.89	\$284.76	\$280.00	\$308.95	\$600.00
Woodland MS (sold)									
Total Amount of Inspection	-5.0%	\$9,244.53	\$9,728.00	\$11,693.00	\$8,927.17	\$8,288.59	\$8,150.00	\$5,000.00	\$4,740.00
Smoke/Heat Detector	1.0%	\$1.01	\$1.00	\$1.00	\$1.81	\$1.78	\$1.75	\$1.50	\$1.64
Signaling Notification Device	1.3%	\$0.76	\$0.75	\$0.75	\$0.78	\$0.76	\$0.75	\$0.75	\$0.84
Other Initiating Device	1.0%	\$1.01	\$1.00	\$1.00	\$1.81	\$1.78	\$1.75	\$1.50	\$3.00
Accessory Device	1.0%	\$1.01	\$1.00	\$1.00	\$1.81	\$1.78	\$1.75	\$0.75	\$0.84
Duct Cleaning (24)	1.0%	\$4,444.00	\$4,400.00	\$4,400.00					
Ansul System Inspection (18)	1.0%	\$3,484.50	\$3,450.00	\$3,450.00					
TOTAL AMOUNT OF QUOTE	-2.3%	\$17,173.03	\$17,578.00	\$19,543.00					

NOTE: Smoke Detector Sensitivity Testing, Duct Cleaning and ANSUL System Inspection added FY16

CONTRACT

GLASS REPLACEMENT SERVICES

Quote #4203

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2017 through June 30, 2018 (FY18)
Independent School District No. 709


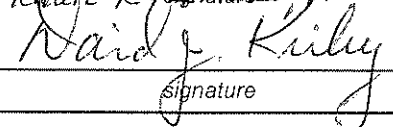
Contractor:	Superior Glass, Inc.
Contact:	John Conway
Address:	823 Belknap Street, Suite 110, Superior, Wisconsin 54880
Phone Number:	715-394-5588
Fax Number:	715-394-5580

		FY16	FY17	FY18
		First Year	Second Year	Third Year
Hourly Rates	Regular	\$72.00	\$72.00	\$72.72
	Overtime	\$108.00	\$108.00	\$109.08
	Holiday	\$144.00	\$144.00	\$145.44

Mullion	\$4.18	\$4.18	\$4.22
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Type of Glass	1/8 inch		3/16 inch		1/4 inch		3/8 inch		1/2 inch	
Clear Plate	3.84	3.88	4.85	4.90	5.44	5.49	9.59	9.69	16.28	16.44
Clear Tempered	7.72	7.80	8.29	8.37	8.34	8.42	12.59	12.72	18.02	18.20
DSB Window	3.84	3.88								
Clear Insulated	10.27	10.37	10.32	10.42	10.38	10.48				
Obscured Insulated	11.66	11.78	11.77	11.89	11.77	11.89				
Low "E" Insulated	13.52	13.66	13.57	13.71	13.73	13.87				

(0% increase over FY16 contract and 1% increase over FY17 contract)

Insurance Received:	<u>2/16/17</u>	
Acceptance of 2017/2018 Contract:	 _____ Doug Haster, President	<u>2/10/2017</u> date
ISD 709, Doug Haster, Board Chair	 _____ David J. Kirby, signature	<u>4-4-17</u> date

CONTRACT

GLASS REPLACEMENT SERVICES

Quote #4203

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2017 through June 30, 2018 (FY18)
Independent School District No. 709

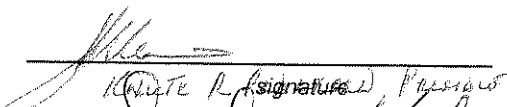

Contractor:	Superior Glass, Inc.
Contact:	John Conway
Address:	823 Belknap Street, Suite 110, Superior, Wisconsin 54880
Phone Number:	715-394-5588
Fax Number:	715-394-5580

		FY16	FY17	FY18
		First Year	Second Year	Third Year
Hourly Rates	Regular	\$72.00	\$72.00	\$72.72
	Overtime	\$108.00	\$108.00	\$109.08
	Holiday	\$144.00	\$144.00	\$145.44

Mullion	\$4.18	\$4.18	\$4.22
---------	--------	--------	---------------

Type of Glass	1/8 inch		3/16 inch		1/4 inch		3/8 inch		1/2 inch	
Clear Plate	3.84	3.88	4.85	4.90	5.44	5.49	9.59	9.69	16.28	16.44
Clear Tempered	7.72	7.80	8.29	8.37	8.34	8.42	12.59	12.72	18.02	18.20
DSB Window	3.84	3.88								
Clear Insulated	10.27	10.37	10.32	10.42	10.38	10.48				
Obscured Insulated	11.66	11.78	11.77	11.89	11.77	11.89				
Low "E" Insulated	13.52	13.66	13.57	13.71	13.73	13.87				

(0% increase over FY16 contract and 1% increase over FY17 contract)

Insurance Received:	<u>2/16/17</u>	
Acceptance of 2017/2018 Contract:	 <small>David R. Passaro</small> <small>signature</small>	<u>2/16/2017</u> <small>date</small>
ISD 709, Doug Hester Board Chair	 <small>David J. Kiley</small> <small>signature</small>	<u>4-4-17</u> <small>date</small>

COMPARISON
GLASS REPLACEMENT SERVICES
July 1, 2017 through June 30, 2018

	change from FY17	FY18	FY17	FY16	FY15	FY14	FY13	FY12
		Quote #4203 3rd Year	Quote #4203 2nd Year	Quote #4203 Quote #4203	Quote #4110 3rd Year	Quote #4110 2nd Year	Quote #4110 Quote #4110	Bid #1137 Third Year
Regular Hourly Rate	1.0%	\$72.72	\$72.00	\$72.00	\$70.06	\$68.82	\$67.67	\$67.67
Overtime Hourly Rate	1.0%	\$109.08	\$108.00	\$108.00	\$105.09	\$103.24	\$101.51	\$101.51
Holiday Hourly Rate	1.0%	\$145.44	\$144.00	\$144.00	\$140.12	\$137.64	\$135.34	\$135.34
Total Amount (300 hours)	1.0%	\$21,816.00	\$21,600.00	\$21,600.00	\$21,018.00	\$20,646.00	\$20,301.00	\$20,301.00
Mullion Opening	1.0%	\$4.22	\$4.18	\$4.18	\$4.18	\$4.11	\$4.04	\$4.04
Glass Per Square Foot								
Clear Plate Glass (1/8")	1.0%	\$3.88	\$3.84	\$3.84	\$3.91	\$3.84	\$3.78	\$3.78
Clear Plate Glass (3/16")	1.0%	\$4.90	\$4.85	\$4.85	\$4.94	\$4.85	\$4.77	\$4.77
Clear Plate Glass (1/4")	0.9%	\$5.49	\$5.44	\$5.44	\$5.63	\$5.53	\$5.44	\$5.44
Clear Plate Glass (3/8")	1.0%	\$9.69	\$9.59	\$9.59	\$9.76	\$9.59	\$9.43	\$9.43
Clear Plate Glass (1/2")	1.0%	\$16.44	\$16.28	\$16.28	\$16.58	\$16.28	\$16.01	\$16.01
Clear Tempered (1/8")	1.0%	\$7.80	\$7.72	\$7.72	\$7.99	\$7.85	\$7.72	\$7.72
Clear Tempered (3/16")	1.0%	\$8.37	\$8.29	\$8.29	\$8.58	\$8.43	\$8.29	\$8.29
Clear Tempered (1/4")	1.0%	\$8.42	\$8.34	\$8.34	\$8.63	\$8.48	\$8.34	\$8.34
Clear Tempered (3/8")	1.0%	\$12.72	\$12.59	\$12.59	\$12.82	\$12.59	\$12.38	\$12.38
Clear Tempered (1/2")	1.0%	\$18.20	\$18.02	\$18.02	\$18.35	\$18.02	\$17.72	\$17.72
DSB Window (1/8")	1.0%	\$3.88	\$3.84	\$3.84	\$3.91	\$3.84	\$3.78	\$3.78
Clear Insulated (1/8")	1.0%	\$10.37	\$10.27	\$10.27	\$10.46	\$10.27	\$10.10	\$10.10
Clear Insulated (3/16")	1.0%	\$10.42	\$10.32	\$10.32	\$10.51	\$10.32	\$10.15	\$10.15
Clear Insulated (1/4")	1.0%	\$10.48	\$10.38	\$10.38	\$10.57	\$10.38	\$10.21	\$10.21
Obscured Insulated (1/8")	1.0%	\$11.78	\$11.66	\$11.66	\$12.07	\$11.86	\$11.66	\$11.66
Obscured Insulated (3/16")	1.0%	\$11.89	\$11.77	\$11.77	\$12.19	\$11.97	\$11.77	\$11.77
Obscured Insulated (1/8")	1.0%	\$11.89	\$11.77	\$11.77	\$12.19	\$11.97	\$11.77	\$11.77
Low "E" Insulated (1/8")	1.0%	\$13.66	\$13.52	\$13.52	\$14.00	\$13.75	\$13.52	\$13.52
Low "E" Insulated (3/16")	1.0%	\$13.71	\$13.57	\$13.57	\$14.05	\$13.80	\$13.57	\$13.57
Low "E" Insulated (1/4")	1.0%	\$13.87	\$13.73	\$13.73	\$14.21	\$13.96	\$13.73	\$13.73

CONTRACT

Annual Testing & Maintenance of Sprinkler Systems

Quote #4205

Third Year of Contract (Second of Two Renewable Years)
 for the period of July 1, 2017 through June 30, 2018 (FY18)
 Independent School District No. 709

Contractor:	Brothers Fire Protection
Contact:	Stephen Cieslukowski
Address:	9950 East Highway 10, Elk River, Minnesota 55330
Phone:	763-241-3572 fax 763-441-5010

HOURLY RATE	FY16 <i>First Year</i>	FY17 <i>Second Year</i>	FY18 <i>Third Year</i>
REGULAR Hourly Rate	\$80.00	\$80.00	\$80.80
OVERTIME Hourly Rate	\$127.00	\$127.00	\$128.27
HOLIDAY Hourly Rate	\$170.00	\$170.00	\$171.70

ANNUAL SERVICE COST PER BUILDING

1	Central High School (<i>closed</i>)	\$320.00	\$320.00	\$323.20
2	Congdon Park Elementary School	\$200.00	\$200.00	\$202.00
3	Denfeld High School	\$325.00	\$325.00	\$328.25
4	East High School	\$275.00	\$275.00	\$277.75
5	Historic Old Central High School	\$760.00	\$760.00	\$767.60
6	Homecroft Elementary School	\$120.00	\$120.00	\$121.20
7	Lakewood Elementary School	\$120.00	\$120.00	\$121.20
8	Laura MacArthur Elementary School	\$245.00	\$245.00	\$247.45
9	Lester Park Elementary School	\$320.00	\$320.00	\$323.20
10	Lincoln Park Middle School	\$400.00	\$400.00	\$404.00
11	Lowell Elementary School	\$120.00	\$120.00	\$121.20
12	Morgan Park Middle School (<i>closed</i>)	\$120.00	<i>building sold</i>	
13	Myers-Wilkins Elementary School	\$275.00	\$275.00	\$277.75
14	Nettleton Elementary School (<i>closed</i>)	\$245.00	\$245.00	\$247.45
15	Ordean East Middle School	\$320.00	\$320.00	\$323.20
16	Piedmont Elementary School	\$320.00	\$320.00	\$323.20
17	Rockridge Elementary School (<i>closed</i>)	\$120.00	\$120.00	\$121.20
18	STC Main Campus (<i>closed</i>)	\$160.00	\$160.00	\$161.60
19	STC Upper - Facilities Offices	\$120.00	\$120.00	\$121.20
20	Stowe Elementary School	\$120.00	\$120.00	\$121.20
<i>Total</i>		\$5,005.00	\$4,885.00	\$4,933.85

(0% increase over FY16 contract and 1% increase over FY17 contract)

Insurance Received:			
Acceptance of 2017/2018 Contract:		2-13-17	<small>signature</small>
		<small>date</small>	
ISD 709, Doug Hester: Board Chair		4-4-17	<small>signature</small>
		<small>date</small>	

**COMPARISON
TESTING AND MAINTENANCE OF SPRINKLER SYSTEMS
July 1, 2017 through June 30, 2018**

ANNUAL SERVICE COST	change from FY17	FY18		FY17		FY15		FY14		FY12	
		Quote 4205		Quote 4205		Quote 4112		Quote 4112		Quote 4112	
		3rd Year	2nd Year	3rd Year	2nd Year	3rd Year	2nd Year	3rd Year	2nd Year	3rd Year	2nd Year
Central HS (closed)	1.0%	\$323.20	\$320.00	\$320.00	\$320.00	\$339.58	\$333.58	\$333.58	\$328.00	\$479.75	
Congdon Park ES	1.0%	\$202.00	\$200.00	\$200.00	\$200.00	\$339.58			\$205.00	\$151.50	
Denfield HS	1.0%	\$328.25	\$325.00	\$325.00	\$325.00	\$339.58	\$333.58	\$333.58	\$328.00		
East HS	1.0%	\$277.75	\$275.00	\$275.00	\$275.00	\$297.13	\$291.88	\$291.88	\$287.00		
HOCHS	1.0%	\$767.60	\$760.00	\$760.00	\$760.00	\$911.07	\$894.96	\$894.96	\$880.00	\$909.00	
Homcroft ES	1.0%	\$121.20	\$120.00	\$120.00	\$120.00	\$127.34	\$125.09	\$125.09	\$123.00	\$151.50	
Kenwood ES (sold)									<i>sold</i>	\$151.50	
Lakewood ES	1.0%	\$121.20	\$120.00	\$120.00	\$120.00	\$127.34	\$125.09	\$125.09	\$123.00	\$151.50	
Laura MacArthur ES	1.0%	\$247.45	\$245.00	\$245.00	\$245.00	\$254.69	\$250.18	\$250.18	\$246.00		
Lester Park ES	1.0%	\$323.20	\$320.00	\$320.00	\$320.00	\$339.58	\$333.58	\$333.58	\$328.00		
Lincoln Park ES (sold)									<i>sold</i>	\$151.50	
Lincoln Park MS	1.0%	\$404.00	\$400.00	\$400.00	\$400.00	\$424.48	\$416.97	\$416.97	\$410.00		
Lowell ES	1.0%	\$121.20	\$120.00	\$120.00	\$120.00	\$127.34	\$125.09	\$125.09	\$123.00	\$151.50	
Morgan Park MS (sold)				<i>sold</i>		\$127.34	\$125.09	\$125.09	\$123.00	\$151.50	
Myers-Wilkins ES	1.0%	\$277.75	\$275.00	\$275.00	\$275.00	\$339.58			\$287.00		
Nettleton ES (closed)	1.0%	\$247.45	\$245.00	\$245.00	\$245.00	\$254.69	\$250.18	\$250.18	\$246.00	\$151.50	
Ordean East MS	1.0%	\$323.20	\$320.00	\$320.00	\$320.00	\$339.58	\$333.58	\$333.58	\$328.00		
Piedmont ES	1.0%	\$323.20	\$320.00	\$320.00	\$320.00	\$339.58	\$333.58	\$333.58	\$328.00		
Rockridge ES (closed)	1.0%	\$121.20	\$120.00	\$120.00	\$120.00	\$127.34	\$125.09	\$125.09	\$123.00	\$151.50	
S.T.C. Main (closed)	1.0%	\$161.60	\$160.00	\$160.00	\$160.00	\$169.79	\$166.79	\$166.79	\$164.00	\$151.50	
S.T.C. Upper - Facilities	1.0%	\$121.20	\$120.00	\$120.00	\$120.00	\$127.34	\$125.09	\$125.09	\$123.00	\$151.50	
Stowe ES	1.0%	\$121.20	\$120.00	\$120.00	\$120.00	\$127.34	\$125.09	\$125.09	\$123.00	\$151.50	
Woodland MS (sold)						<i>sold</i>	\$208.49	\$208.49	\$205.00	\$151.50	
TOTAL ANNUAL AMOUNT	1.0%	\$4,933.85	\$4,885.00	\$4,885.00	\$5,005.00	\$5,580.29	\$5,022.98	\$5,431.00	\$5,431.00	\$3,358.25	

HOURLY RATE

REGULAR Hourly Rate	1.0%	\$80.80	\$80.00	\$80.00	\$80.00	\$80.75	\$79.33	\$79.33	\$78.00	\$69.69
OVERTIME Hourly Rate	1.0%	\$128.27	\$127.00	\$127.00	\$127.00	\$105.60	\$103.73	\$103.73	\$102.00	\$83.33
HOLIDAY Hourly Rate	1.0%	\$171.70	\$170.00	\$170.00	\$170.00	\$131.48	\$129.16	\$129.16	\$127.00	\$99.99

CONTRACT

LAWN CARE SERVICES


QUOTE #4227

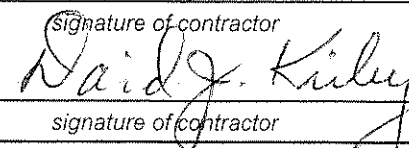
Second Year of Contract (First of Two Renewable Years)
for the period of May 7, 2017 through September 16, 2017
Independent School District No. 709

Contractor: **Nick's Lawn Care**
 Contact: Nick Stokes
 Address: 4143 Martin Road, Duluth, Minnesota 55803
 Phone: 218-428-2041

		2016 <i>First Year</i>	2017 Second Year	2018 <i>Third Year</i>
1	Central High School (closed)	\$145.00	\$146.45	
2	Congdon Park Elementary School			
3	Denfeld High School	\$170.00	\$171.70	
4	East High School			
5	Historic Old Central High School			
6	Homecroft Elementary School			
7	Lakewood Elementary School			
8	Laura MacArthur Elementary School	\$120.00	\$121.20	
9	Lester Park Elementary School			
10	Lincoln Park Middle School			
11	Lowell Elementary School			
12	Myers-Wilkins Elementary School			
13	Nettleton Elementary School (closed)			
14	Ordean East Middle School			
15	Piedmont Elementary School			
16	Rockridge Elementary School (closed)	\$60.00	\$60.60	
17	Stowe Elementary School			
18	Transportation Center			
<i>(1% increase over 2016 contract)</i>		\$10,890.00 <i>(21 weeks)</i>	\$9,499.05 <i>(19 weeks)</i>	

Insurance Received: _____

Acceptance of 2017 Contract:  02-14-17
signature of contractor date

ISD 709, Doug Hasler:  4-4-17
Board Chair signature of contractor date

CONTRACT

LAWN CARE SERVICES

QUOTE #4227


Second Year of Contract (First of Two Renewable Years)
 for the period of May 7, 2017 through September 16, 2017
 Independent School District No. 709

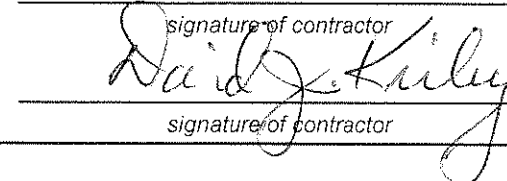
Contractor: **Nick's Lawn Care**
 Contact: Nick Stokes
 Address: 4143 Martin Road, Duluth, Minnesota 55803
 Phone: 218-428-2041

		2016 <i>First Year</i>	2017 Second Year	2018 <i>Third Year</i>
1	Central High School (closed)	\$145.00	\$146.45	
2	Congdon Park Elementary School			
3	Denfeld High School	\$170.00	\$171.70	
4	East High School			
5	Historic Old Central High School			
6	Homecroft Elementary School			
7	Lakewood Elementary School			
8	Laura MacArthur Elementary School	\$120.00	\$121.20	
9	Lester Park Elementary School			
10	Lincoln Park Middle School			
11	Lowell Elementary School			
12	Myers-Wilkins Elementary School			
13	Nettleton Elementary School (closed)			
14	Ordean East Middle School			
15	Piedmont Elementary School			
16	Rockridge Elementary School (closed)	\$60.00	\$60.60	
17	Stowe Elementary School			
18	Transportation Center			

(1% increase over 2016 contract) \$10,890.00 **\$9,499.05**
(21 weeks) (19 weeks)

Insurance Received: _____

Acceptance of 2017 Contract:  02-14-17
signature of contractor date

ISD 709, ~~Doug Hasler~~:  4-4-17
Board Chair date

CONTRACT LAWN CARE SERVICES QUOTE #4227

Second Year of Contract (First of Two Renewable Years)
for the period of May 7, 2017 through September 16, 2017
Independent School District No. 709

Contractor: **Blotti Contracting**
 Contact: John Blotti
 Address: 9426 Grand Avenue, Duluth, Minnesota 55808
 Phone: 218-727-7686

		2016 <i>First Year</i>	2017 Second Year	2018 <i>Third Year</i>
1	Central High School (closed)			
2	Congdon Park Elementary School	\$99.00	\$99.99	
3	Denfeld High School			
4	East High School	\$188.00	\$189.88	
5	Historic Old Central High School	\$94.00	\$94.94	
6	Homecroft Elementary School	\$74.00	\$74.74	
7	Lakewood Elementary School	\$119.00	\$120.19	
8	Laura MacArthur Elementary School			
9	Lester Park Elementary School	\$74.00	\$74.74	
10	Lincoln Park Middle School	\$188.00	\$189.88	
11	Lowell Elementary School	\$79.00	\$79.79	
12	Myers-Wilkins Elementary School	\$259.00	\$261.59	
13	Nettleton Elementary School (closed)	\$84.00	\$84.84	
14	Ordean East Middle School	\$254.00	\$256.54	
15	Piedmont Elementary School	\$84.00	\$84.84	
16	Rockridge Elementary School (closed)			
17	Stowe Elementary School	\$123.00	\$124.23	
18	Transportation Center	\$29.00	\$29.29	
<i>(1% increase over 2016 contract)</i>		\$38,456.00	\$33,544.12	
		<i>(21 weeks)</i>	<i>(19 weeks)</i>	

Insurance Received: _____

Acceptance of 2017 Contract: _____ 3-3-17

signature of contractor

ISD 709, ~~Doug Haster~~ 4-4-17

David J. Kiley date

signature of contractor date

Board Chair


CONTRACT LAWN CARE SERVICES QUOTE #4227

Second Year of Contract (First of Two Renewable Years)
for the period of May 7, 2017 through September 16, 2017
Independent School District No. 709

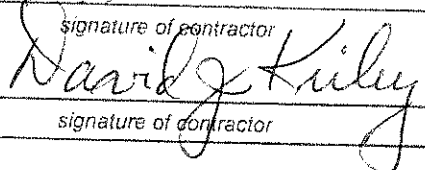
Contractor: **Blotti Contracting**
 Contact: John Blotti
 Address: 9426 Grand Avenue, Duluth, Minnesota 55808
 Phone: 218-727-7686

		2016 First Year	2017 Second Year	2018 Third Year
1	Central High School (closed)			
2	Congdon Park Elementary School	\$99.00	\$99.99	
3	Denfeld High School			
4	East High School	\$188.00	\$189.88	
5	Historic Old Central High School	\$94.00	\$94.94	
6	Homecroft Elementary School	\$74.00	\$74.74	
7	Lakewood Elementary School	\$119.00	\$120.19	
8	Laura MacArthur Elementary School			
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16	Rockridge Elementary School (closed)			
17	Stowe Elementary School	\$123.00	\$124.23	
18	Transportation Center	\$29.00	\$29.29	
(1% increase over 2016 contract)		\$38,456.00	\$33,544.12	
		(21 weeks)	(19 weeks)	

Insurance Received: _____

Acceptance of 2017 Contract:  _____ 3-3-17

signature of contractor

ISD 709, Doug Hester:  _____ 4-4-17

signature of contractor

Board Chair

date

date

**COMPARISON
LAWN CARE SERVICES**
May 7, 2017 through September 16, 2017

	change from 2016	2017 Quote #4227 2nd Year	2016 Quote #4227	2015 Quote #4140 3rd Year	2014 Quote #4140 2nd Year	2013 Quote #4140	2012 Quote #4111	2011 Quote #4083	2010 Quote #4033
Central (closed)	1%	\$146.45	\$145.00	\$581.46	\$575.70	\$570.00	\$465.00	\$465.00	\$465.00
Central Trails (closed)								\$129.00	\$129.00
Congdon Park	1%	\$99.99	\$99.00	\$122.41	\$121.20	\$120.00	\$110.00	\$110.00	\$110.00
Denfeld HS	1%	\$171.70	\$170.00	\$188.72	\$186.85	\$185.00	\$125.00	\$125.00	
East HS	1%	\$189.88	\$188.00	\$287.58	\$284.73	\$206.50	\$250.00	\$206.50	
HOCHS	1%	\$94.94	\$94.00	\$112.21	\$111.10	\$110.00	\$100.00	\$115.00	\$115.00
Homecroft	1%	\$74.74	\$74.00	\$112.21	\$111.10	\$110.00	\$80.00	\$56.00	\$59.50
Lakewood	1%	\$120.19	\$119.00	\$137.71	\$136.35	\$135.00	\$115.00	\$75.00	\$79.50
Laura MacArthur	1%	\$121.20	\$120.00	\$81.61	\$80.80	\$80.00	\$63.00	\$58.00	
Laura MacArthur Field				\$81.61	\$80.80	\$80.00		\$58.00	\$65.00
Lester Park	1%	\$74.74	\$74.00	\$81.61	\$80.80	\$80.00	\$75.00	\$75.00	
Old Lester Park site								\$47.24	\$53.50
Lincoln Park (sold)							\$49.25	\$48.00	\$48.00
Lincoln Park MS	1%	\$189.88	\$188.00	\$150.46	\$148.98	\$147.50	\$400.00		
Lowell	1%	\$79.79	\$79.00	\$91.25	\$90.34	\$89.45	\$90.00	\$87.00	\$90.50
Myers-Wilkens	1%	\$261.59	\$259.00	\$275.43	\$272.70	\$270.00	\$125.00	\$100.00	\$100.00
Morgan Park (sold)				\$117.31	\$116.15	\$115.00	\$79.00	\$76.00	\$80.00
Nettleton (closed)	1%	\$84.84	\$84.00	\$89.77	\$88.88	\$88.00	\$89.00	\$89.50	\$90.00
Ordean East MS	1%	\$256.54	\$254.00	\$300.93	\$297.95	\$295.00	\$300.00	\$300.00	\$300.00
Piedmont	1%	\$84.84	\$84.00	\$91.81	\$90.90	\$90.00	\$75.00	\$84.00	
Rockridge (closed)	1%	\$60.60	\$60.00	\$91.81	\$90.90	\$90.00	\$92.00	\$59.00	\$63.50
Stowe	1%	\$124.23	\$123.00	\$139.75	\$138.37	\$137.00	\$135.00	\$95.00	\$98.00
Kenwood (sold)								\$65.00	
Transportation	1%	\$29.29	\$29.00	\$35.70	\$35.35	\$35.00	\$35.00	\$35.00	\$35.00
Woodland (sold)						\$69.50	\$90.00	\$73.00	\$77.00
Total Weekly Amount	1%	\$2,265.43	\$2,243.00	\$3,171.35	\$3,139.95	\$3,102.95	\$2,942.25	\$2,631.24	\$2,058.50
Total Annual Amount	-13%	\$43,043.17	\$49,346.00	\$60,255.65	\$59,659.05	\$65,161.95	\$61,787.25	\$47,362.32	\$41,170.00
		19 weeks	22 weeks	19 weeks	19 weeks	21 weeks	21 weeks	18 weeks	20 weeks

CONTRACT FIRE EXTINGUISHER SERVICE

Quote # 4228

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2017 through June 30, 2018 (FY18)
Independent School District No. 709

Contractor:	Northland Fire & Safety, Inc.
Contact:	Mark Wagemaker
Address:	2213 East 5th Street, Superior, Wisconsin 54880
Phone:	715-398-6643 fax: 715-398-6647

HOURLY RATE	FY17 <i>First Year</i>	FY18 Second Year	FY19 <i>Third Year</i>
Annual Service and Tagging (per unit)	\$2.09	\$2.11	
Annual Service and Tagging Amount (400)	\$836.00	\$844.36	
Recharging - Dry Chemical	\$8.15	\$8.23	
Recharging - Halotron	\$8.15	\$8.23	
Recharging - Co2	\$13.32	\$13.45	
Recharging - K-Class	\$8.15	\$8.23	
Hydrostatic Test - Dry Chemical	\$8.29	\$8.37	
Hydrostatic Test - Halotron	\$8.29	\$8.37	
Hydrostatic Test - Co2	\$19.90	\$20.10	
Hydrostatic Test - K-Class	\$8.29	\$8.37	
6 Year Maintenance - Dry Chemical	\$2.37	\$2.39	
5 Year Maintenance - Halotron	\$2.37	\$2.39	
Dry Chemical Material Per Pound	\$1.00	\$1.01	
Halotron Material Per Pound	\$25.74	\$26.00	
Co2 Material Per Pound	\$1.79	\$1.81	
K-Class Material Per Liter	\$7.00	\$7.07	

(1% increase over FY17 contract)

Insurance Received: _____		
Acceptance of 2017/2018 Contract:	<i>Mark Wagemaker</i> signature	<u>2/23/2017</u> date
ISD 709, Doug Hasler: Board Chair	<i>Daniel J. Kiley</i> signature	<u>4-4-17</u> date

CONTRACT

FIRE EXTINGUISHER SERVICE

Quote # 4228

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2017 through June 30, 2018 (FY18)
Independent School District No. 709

Contractor:	Northland Fire & Safety, Inc.
Contact:	Mark Wagemaker
Address:	2213 East 5th Street, Superior, Wisconsin 54880
Phone:	715-398-6643 fax: 715-398-6647

HOURLY RATE	FY17 <i>First Year</i>	FY18 Second Year	FY19 <i>Third Year</i>
Annual Service and Tagging (per unit)	\$2.09	\$2.11	
Annual Service and Tagging Amount (400)	\$836.00	\$844.36	
Recharging - Dry Chemical	\$8.15	\$8.23	
Recharging - Halotron	\$8.15	\$8.23	
Recharging - Co2	\$13.32	\$13.45	
Recharging - K-Class	\$8.15	\$8.23	
Hydrostatic Test - Dry Chemical	\$8.29	\$8.37	
Hydrostatic Test - Halotron	\$8.29	\$8.37	
Hydrostatic Test - Co2	\$19.90	\$20.10	
Hydrostatic Test - K-Class	\$8.29	\$8.37	
6 Year Maintenance - Dry Chemical	\$2.37	\$2.39	
5 Year Maintenance - Halotron	\$2.37	\$2.39	
Dry Chemical Material Per Pound	\$1.00	\$1.01	
Halotron Material Per Pound	\$25.74	\$26.00	
Co2 Material Per Pound	\$1.79	\$1.81	
K-Class Material Per Liter	\$7.00	\$7.07	

(1% increase over FY17 contract)

Insurance Received: _____		
Acceptance of 2017/2018 Contract:	<i>Mark Wagemaker</i> signature	<u>2/23/2017</u> date
ISD 709, Doug Hasler Board Chair	<i>Daryl J. Kiley</i> signature	<u>4-4-17</u> date

COMPARISON
ANNUAL FIRE EXTINGUISHER SERVICE
July 1, 2017 through June 30, 2018

		FY18	FY17	FY16	FY15	FY14	FY13	FY12
	change	Quote #4228	Quote #4228	Quote #4141	Quote #4141	Quote #4141	Bid #1187	Bid #1187
	from FY17	2nd Year	Third Year	Second Year	Third Year	Second Year	Third Year	Second Year
Annual Service & Tagging per unit	1.0%	\$2.11	\$2.09	\$2.05	\$2.03	\$1.99	\$2.00	\$1.96
Annual Service & Tagging Amount	1.0%	\$844.36	\$836.00	\$736.59	\$729.30	\$716.40	\$1,070.38	\$1,046.64

RECHARGING

Dry Chemical	1.0%	\$8.23	\$8.15	\$8.12	\$8.04	\$7.90	\$7.90	\$7.73
Halon	1.0%	\$8.23	\$8.15	\$8.12	\$8.04	\$7.90	\$7.90	\$7.73
Co2	1.0%	\$13.45	\$13.32	\$13.28	\$13.15	\$12.92	\$12.92	\$12.63
K-Class	1.0%	\$8.23	\$8.15	\$8.12	\$8.04	\$7.90		

HYDROSTATIC TEST

Dry Chemical	1.0%	\$8.37	\$8.29	\$8.25	\$8.16	\$8.02	\$8.02	\$7.84
Halon	1.0%	\$8.37	\$8.29	\$8.25	\$8.16	\$8.02	\$8.02	\$7.84
Co2	1.0%	\$20.10	\$19.90	\$19.86	\$19.67	\$19.32	\$19.32	\$18.89
K-Class	1.0%	\$8.37	\$8.29	\$8.25	\$8.16	\$8.02		

5 & 6 YEAR MAINTENANCE

Dry Chemical	0.8%	\$2.39	\$2.37	\$2.33	\$2.31	\$2.27	\$2.27	\$2.22
Halon	0.8%	\$2.39	\$2.37	\$2.33	\$2.31	\$2.27	\$2.27	\$2.22

PRICE PER POUND OF MATERIAL

Dry Chemical per pound	1.0%	\$1.01	\$1.00	\$1.00	\$0.99	\$0.97	\$0.97	\$0.95
Halon per pound	1.0%	\$26.00	\$25.74	\$25.70	\$25.45	\$25.00	\$16.02	\$15.66
Co2 per pound	1.1%	\$1.81	\$1.79	\$1.75	\$1.73	\$1.70	\$1.70	\$1.67
K-Class	1.0%	\$7.07	\$7.00	\$6.94	\$6.87	\$6.75		

Total Annual Amount	1.0%	\$1,517.10	\$1,502.70					
<i>total extinguishers</i>		400	400	360	360	360	534	534

CONTRACT

REFRIGERATION REPAIR SERVICES

QUOTE #4229


Second Year of Contract (First of Two Renewable Years)
 for the period of July 1, 2017 through June 30, 2018 (FY18)
 Independent School District No. 709

Contractor: **Carlson Refrigeration**
 Contact: Gerald Carlson
 Address: 602 Ogden Avenue, Superior, Wisconsin 54880
 Phone Number: 715-395-5513
 Fax Number: 715-395-5675

		FY17	FY18	FY19
		<i>First Year</i>	Second Year	<i>Third Year</i>
Hourly Rates	Regular	\$75.00	\$75.75	
	Overtime	\$110.00	\$111.10	
	Holiday	\$225.00	\$227.25	

(1% increase over FY17 contract)

Insurance Received: _____

Acceptance of 2017/2018 Contract:  2-9-17
signature date

ISD 709, ~~Doug Hasler~~ Daily Kiley 4-4-17
Board Chair signature date

CONTRACT

REFRIGERATION REPAIR SERVICES


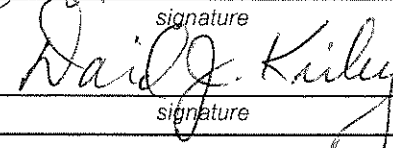
QUOTE #4229

Second Year of Contract (First of Two Renewable Years)
 for the period of July 1, 2017 through June 30, 2018 (FY18)
 Independent School District No. 709

Contractor:	Carlson Refrigeration
Contact:	Gerald Carlson
Address:	602 Ogden Avenue, Superior, Wisconsin 54880
Phone Number:	715-395-5513
Fax Number:	715-395-5675

		FY17	FY18	FY19
		<i>First Year</i>	Second Year	<i>Third Year</i>
Hourly Rates	Regular	\$75.00	\$75.75	
	Overtime	\$110.00	\$111.10	
	Holiday	\$225.00	\$227.25	

(1% increase over FY17 contract)

Insurance Received: _____		
Acceptance of 2017/2018 Contract:	 _____ <i>signature</i>	2-9-17 _____ <i>date</i>
ISD 709, Doug Hasler Board Chair	 _____ <i>signature</i>	4-4-17 _____ <i>date</i>

COMPARISON
REFRIGERATION REPAIR SERVICES
 July 1, 2017 through June 30, 2018

	change from FY17	FY18	FY17	FY16	FY15	FY14	FY13	FY12	FY11
		Quote#4229 2nd Year	Quote #4229 Third Year	Quote #4142 Third Year	Quote #4142 Second Year	Quote #4142 Third Year	Quote #4042 Third Year	Quote #4042 Second Year	Quote #4042 Third Year
Regular Hourly Rate	1%	\$75.75	\$75.00	\$74.80	\$74.06	\$72.75	\$77.48	\$75.74	\$74.99
Overtime Hourly Rate	1%	\$111.10	\$110.00	\$112.07	\$110.96	\$109.00	\$116.23	\$113.61	\$112.49
Holiday Hourly Rate	1%	\$227.25	\$225.00	\$149.60	\$148.12	\$145.50	\$154.96	\$151.48	\$149.98
Total Annual Amount (200 hours)	1%	\$15,150.00	\$15,000.00	\$14,960.00	\$14,812.00	\$14,550.00	\$15,496.00	\$15,148.00	\$14,998.00

CONTRACT

REFUSE REMOVAL AND RECYCLING SERVICES

Quote #4239

Second Year of Contract (First of Two Renewable Years)
 for the period of July 1, 2017 through June 30, 2018 (FY18)
 Independent School District No. 709


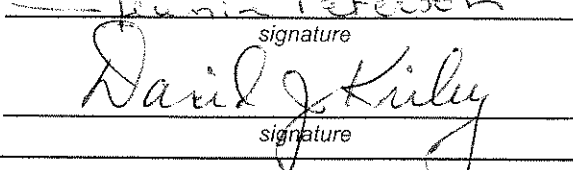
Contractor:	Waste Management
Contact:	Jeanine Peterson
Address:	3101 West Superior Street, Duluth, Minnesota 55806
Phone:	218-624-8416 Fax: 218-624-0934

Building	container quantity	per wk/year	FY17 First Year	FY18 Second Year	FY19 Third Year
Congdon Park	1/6 yd	2/40	\$29.73	\$30.03	
Denfeld HS	1/6 yd	2/40	\$29.73	\$30.03	
Denfeld HS	1/8 yd	2/40	\$39.64	\$40.04	
PS Stadium	1/6 yd	1/52	\$29.73	\$30.03	
East HS	2/6 yd	3/40	\$29.73	\$30.03	
Stadium	1/6 yd	1/52	\$29.73	\$30.03	
Facilities (STC)	1/6 yd	1/52	\$29.73	\$30.03	
HOCHS	1/6 yd	2/52	\$29.73	\$30.03	
Homecroft	2/6 yd	1/40	\$29.73	\$30.03	
Lakewood	2/6 yd	1/40	\$29.73	\$30.03	
Laura MacArthur	1/6 yd	2/40	\$29.73	\$30.03	
Summer Program	1/6 yd	2/12	\$29.73	\$30.03	
Lester Park	1/6 yd	1/40	\$29.73	\$30.03	
Lincoln Park MS	2/6 yd	3/40	\$29.73	\$30.03	
Lowell	1/6 yd	2/40	\$29.73	\$30.03	
Myers-Wilkins	1/6 yd	3/40	\$29.73	\$30.03	
Ordean East MS	2/6 yd	3/40	\$29.73	\$30.03	
Piedmont	1/6 yd	2/40	\$29.73	\$30.03	
Stowe	1/6 yd	2/40	\$29.73	\$30.03	
Summer Program	1/6 yd	2/12	\$29.73	\$30.03	
Transportation	1/4 yd	1/52	\$19.82	\$20.02	
Total			\$58,550.49	\$59,135.99	

RECYCLING SERVICES

Cardboard per container	\$12.00	\$12.12	
Paper per container	\$2.70	\$2.73	
Confidential Recycling per bin	\$12.33	\$12.45	
Total		\$10,749.00	\$10,856.49

(1.0% increase over FY17 contract)

Insurance Received: _____		
Acceptance of 2017/2018 Contract:	 signature	2-15-17 date
ISD 709, Doug Hasler: Board Chair	 signature	4-4-17 date

CONTRACT

REFUSE REMOVAL AND RECYCLING SERVICES

Quote #4239

Second Year of Contract (First of Two Renewable Years)
 for the period of July 1, 2017 through June 30, 2018 (FY18)
 Independent School District No. 709



Contractor:	Waste Management
Contact:	Jeanine Peterson
Address:	3101 West Superior Street, Duluth, Minnesota 55806
Phone:	218-624-8416
Fax:	218-624-0934

Building	container quantity	per wk/year	FY17 First Year	FY18 Second Year	FY19 Third Year
Congdon Park	1/6 yd	2/40	\$29.73	\$30.03	
Denfeld HS	1/6 yd	2/40	\$29.73	\$30.03	
Denfeld HS	1/8 yd	2/40	\$39.64	\$40.04	
PS Stadium	1/6 yd	1/52	\$29.73	\$30.03	
East HS	2/6 yd	3/40	\$29.73	\$30.03	
Stadium	1/6 yd	1/52	\$29.73	\$30.03	
Facilities (STC)	1/6 yd	1/52	\$29.73	\$30.03	
HOCHS	1/6 yd	2/52	\$29.73	\$30.03	
Homecroft	2/6 yd	1/40	\$29.73	\$30.03	
Lakewood	2/6 yd	1/40	\$29.73	\$30.03	
Laura MacArthur	1/6 yd	2/40	\$29.73	\$30.03	
Summer Program	1/6 yd	2/12	\$29.73	\$30.03	
Lester Park	1/6 yd	1/40	\$29.73	\$30.03	
Lincoln Park MS	2/6 yd	3/40	\$29.73	\$30.03	
Lowell	1/6 yd	2/40	\$29.73	\$30.03	
Myers-Wilkins	1/6 yd	3/40	\$29.73	\$30.03	
Ordean East MS	2/6 yd	3/40	\$29.73	\$30.03	
Piedmont	1/6 yd	2/40	\$29.73	\$30.03	
Stowe	1/6 yd	2/40	\$29.73	\$30.03	
Summer Program	1/6 yd	2/12	\$29.73	\$30.03	
Transportation	1/4 yd	1/52	\$19.82	\$20.02	
Total			\$58,550.49	\$59,135.99	

RECYCLING SERVICES

Cardboard per container	\$12.00	\$12.12	
Paper per container	\$2.70	\$2.73	
Confidential Recycling per bin	\$12.33	\$12.45	
Total		\$10,749.00	\$10,856.49

(1.0% increase over FY17 contract)

Insurance Received: _____		
Acceptance of 2017/2018 Contract:	 _____ signature	2-15-17 _____ date
ISD 709, Doug Hasler : Board chair	 _____ signature	4-4-17 _____ date

COMPARISON - REFUSE REMOVAL AND RECYCLING SERVICES

July 1, 2017 through June 30, 2018

building	FY18 - 2nd year		FY17 - Quote #4239		FY16 - 2nd year		FY15 Quote #4171		FY14 - 3rd Year		FY13 - 2nd Year		
	change from FY17	cost per pickup	annual amount	cost per pickup	annual amount	cost per pickup	annual amount	cost per pickup	annual amount	cost per pickup	annual amount	cost per pickup	annual amount
Congdon Park	1.0%	\$30.03	\$2,402.29	\$29.73	\$2,378.50	\$22.60	\$1,808.30	\$22.38	\$1,790.40	\$24.66	\$1,972.80	\$24.25	\$4,850.00
Denfeld HS	1.0%	\$30.03	\$2,402.29	\$29.73	\$2,378.50	\$22.60	\$1,808.30	\$22.38	\$1,790.40	\$24.66	\$4,932.00	\$24.25	\$4,850.00
Denfeld HS	1.0%	\$40.04	\$3,203.04	\$39.64	\$3,171.33	\$30.14	\$2,411.07	\$29.84	\$2,387.20				
PS Stadium	1.0%	\$30.03	\$1,561.42	\$29.73	\$1,545.96	\$22.60	\$1,175.40	\$22.38	\$1,163.76	\$24.66	\$1,282.32	\$24.25	\$1,261.00
East HS	1.0%	\$30.03	\$7,206.84	\$29.73	\$7,135.49	\$22.60	\$5,424.91	\$22.38	\$5,371.20	\$24.66	\$4,932.00	\$24.25	\$4,850.00
Stadium	1.0%	\$30.03	\$1,561.42	\$29.73	\$1,545.96	\$22.60	\$1,175.40	\$22.38	\$1,163.76				
Facilities (STC Upper)	1.0%	\$30.03	\$1,561.42	\$29.73	\$1,545.96	\$22.60	\$1,175.40	\$22.38	\$1,163.76	\$24.66	\$1,282.32	\$24.25	\$1,261.00
HOCHS	1.0%	\$30.03	\$3,122.96	\$29.73	\$3,092.04	\$22.60	\$2,350.80	\$22.38	\$2,327.52	\$24.66	\$2,564.64	\$24.25	\$2,522.00
Homecroft	1.0%	\$30.03	\$2,402.29	\$29.73	\$2,378.50	\$22.60	\$1,808.30	\$22.38	\$1,790.40	\$24.66	\$1,972.80	\$24.25	\$1,940.00
Lakewood	1.0%	\$30.03	\$2,402.29	\$29.73	\$2,378.50	\$22.60	\$1,808.30	\$22.38	\$1,790.40	\$24.66	\$1,972.80	\$24.25	\$1,940.00
Laura MacArthur	1.0%	\$30.03	\$2,402.29	\$29.73	\$2,378.50	\$22.60	\$1,808.30	\$22.38	\$1,790.40	\$24.66	\$1,972.80	\$24.25	\$2,910.00
Summer Program	1.0%	\$30.03	\$720.69	\$29.73	\$713.55	\$22.60	\$542.49	\$22.38	\$537.12	\$24.66	\$591.84	\$24.25	\$582.00
Lester Park	1.0%	\$30.03	\$1,201.14	\$29.73	\$1,189.25	\$22.60	\$904.15	\$22.38	\$895.20	\$24.66	\$986.40	\$24.25	\$970.00
Lincoln Park MS	1.0%	\$30.03	\$7,206.84	\$29.73	\$7,135.49	\$22.60	\$5,424.91	\$22.38	\$5,371.20	\$24.66	\$2,959.20		
Lowell	1.0%	\$30.03	\$2,402.29	\$29.73	\$2,378.50	\$22.60	\$1,808.30	\$22.38	\$1,790.40	\$24.66	\$1,972.80	\$24.25	\$2,910.00
Myers-Wilkins	1.0%	\$30.03	\$3,603.42	\$29.73	\$3,567.74	\$22.60	\$2,712.46	\$22.38	\$2,685.60	\$24.66	\$2,959.20		
Nettleton (closed)												\$24.25	\$2,910.00
Summer Program												\$24.25	\$582.00
Ordean East MS	1.0%	\$30.03	\$7,206.84	\$29.73	\$7,135.49	\$22.60	\$5,424.91	\$22.38	\$5,371.20	\$24.25	\$5,820.00	\$23.70	\$5,688.00
Piedmont	1.0%	\$30.03	\$2,402.29	\$29.73	\$2,378.50	\$22.60	\$1,808.30	\$22.38	\$1,790.40	\$24.66	\$1,972.80	\$24.25	\$2,910.00
Stowe	1.0%	\$30.03	\$2,402.29	\$29.73	\$2,378.50	\$22.60	\$1,808.30	\$22.38	\$1,790.40	\$24.66	\$986.40	\$24.25	\$970.00
Summer Program	1.0%	\$30.03	\$720.69	\$29.73	\$713.55	\$22.60	\$542.49	\$22.38	\$537.12	\$24.66	\$295.92	\$24.25	\$582.00
Transportation	1.0%	\$20.02	\$1,040.99	\$19.82	\$1,030.68	\$15.96	\$829.82	\$15.80	\$821.60	\$16.44	\$854.88	\$16.16	\$840.32
Woodland (sold)												\$24.25	\$2,910.00
Total Annual Amount	1.0%		\$59,135.99		\$58,550.49		\$44,560.61		\$44,119.44		\$42,283.92		\$43,388.32
Cardboard Recycling	1.0%	\$12.12	\$3,030.00	\$12.00	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Paper Recycling	1.0%	\$2.73	\$4,090.50	\$2.70	\$4,050.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Confidential Recycling	1.0%	\$12.45	\$3,735.99	\$12.33	\$3,699.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.04	\$313.04	\$1.02	\$306.90
Total Annual Amount	1.0%		\$10,856.49		\$10,749.00		\$0.00		\$0.00		\$313.04		\$306.90
Total Annual Amount (All)	1.0%		\$69,992.48		\$69,299.49		\$44,560.61		\$44,119.44		\$42,596.96		\$43,695.22

CONTRACT

SNOW PLOWING SERVICES

BID #1253

Second Year of Contract (First of Two Renewable Years)
 for the period of July 1, 2017 through June 30, 2018 (FY18)
 Independent School District No. 709

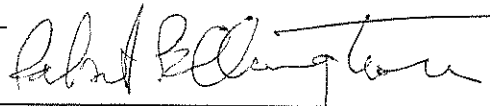
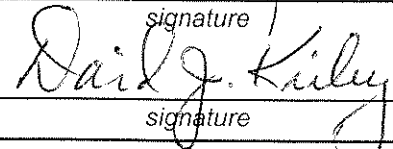
Contractor:	Billington Contracting, Inc.		
Contact:	Robert Billington		
Address:	P.O. Box 16125, Duluth, Minnesota 55816		
Phone Number:	218-348-7375 (Bob)	218-721-2765 (Billy)	

LOCATION	SNOW FALL AMOUNT		
	1"-6"	6.01"-12"	above 12"
Central, 800 East Central Entrance	\$505.00	\$707.00	\$1,010.00
HOCHS, 215 North 1st Avenue East	\$656.50	\$858.50	\$1,111.00
Homecroft, 4784 Howard Gnesen Road	\$444.40	\$555.50	\$808.00
Laura MacArthur, 720 North Central Avenue	\$383.80	\$606.00	\$808.00
Piedmont, 2827 Chambersburg Avenue	\$303.00	\$429.25	\$505.00
Stowe, 715 - 101st Avenue West	\$333.30	\$604.99	\$858.50
Transportation, 3200 West Superior Street	\$277.75	\$328.25	\$505.00

TOTALS PER SNOW FALL	\$2,903.75	\$4,089.49	\$5,605.50
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(1% increase over FY17 contract)

Total Estimated Annual Amount (16/2/1): **\$60,244.48**

Insurance Received:	_____		
Acceptance of 2017/18 Contract:	 _____ <small>signature</small>		_____ <small>date</small>
ISD 709, Doug Hasler: <i>Board chair</i>	 _____ <small>signature</small>		4-4-17 <small>date</small>

CONTRACT

SNOW PLOWING SERVICES

BID #1253


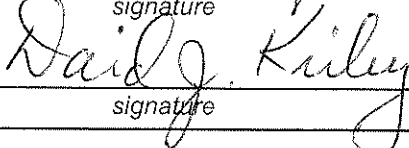
Second Year of Contract (First of Two Renewable Years)
 for the period of July 1, 2017 through June 30, 2018 (FY18)
 Independent School District No. 709

Contractor:	Billington Contracting, Inc.
Contact:	Robert Billington
Address:	P.O. Box 16125, Duluth, Minnesota 55816
Phone Number:	218-348-7375 (Bob) 218-721-2765 (Billy)

LOCATION	SNOW FALL AMOUNT		
	1"-6"	6.01"-12"	above 12"
Central, 800 East Central Entrance	\$505.00	\$707.00	\$1,010.00
HOCHS, 215 North 1st Avenue East	\$656.50	\$858.50	\$1,111.00
Homecroft, 4784 Howard Gnesen Road	\$444.40	\$555.50	\$808.00
Laura MacArthur, 720 North Central Avenue	\$383.80	\$606.00	\$808.00
Piedmont, 2827 Chambersburg Avenue	\$303.00	\$429.25	\$505.00
Stowe, 715 - 101st Avenue West	\$333.30	\$604.99	\$858.50
Transportation, 3200 West Superior Street	\$277.75	\$328.25	\$505.00

TOTALS PER SNOW FALL	\$2,903.75	\$4,089.49	\$5,605.50
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(1% increase over FY17 contract) Total Estimated Annual Amount (16/2/1): **\$60,244.48**

Insurance Received: _____		
Acceptance of 2017/18 Contract:	 _____ signature	2/23/2017 _____ date
ISD 709, Doug Haster Board chair	 _____ signature	4-4-17 _____ date

CONTRACT SNOW PLOWING SERVICES BID #1253

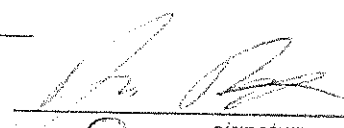

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2017 through June 30, 2018 (FY18)
Independent School District No. 709

Contractor:	Blotti Contracting
Contact:	John Blotti
Address:	9426 Grand Avenue, Duluth, Minnesota 55808
Phone Number:	218-727-7686

LOCATION	SNOW FALL AMOUNT		
	1"-6"	6.01"-12"	above 12"
Denfeld HS, 401 North 44th Avenue West	\$550.45	\$680.74	\$983.74
East HS, 301 North 40th Avenue East	\$704.98	\$898.90	\$1,357.44
Lincoln Park MS, 3215 West 3rd Street	\$594.89	\$842.34	\$1,159.48
Lowell, 2000 Rice Lake Road	\$240.38	\$462.58	\$644.38
Myers-Wilkins, 1027 North 8th Avenue East	\$276.74	\$323.20	\$498.94
Nettleton, 108 East 6th Street (closed)	\$169.68	\$452.48	\$555.50
Ordean East MS, 2900 East 4th Street	\$498.94	\$700.94	\$1,003.94

TOTALS PER SNOW FALL	\$3,036.06	\$4,361.18	\$6,203.42
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(1% increase over FY17 contract) Total Estimated Annual Amount (16/2/1): \$63,502.74

Insurance Received: _____		
Acceptance of 2017/18 Contract:	 signature	3- 13 ³ -17 date
ISD 709, Doug Hasler Board Chair	 signature	4-4-17 date


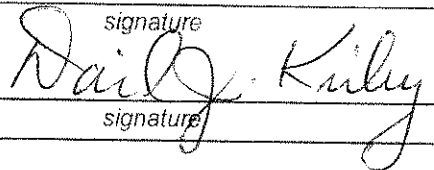
CONTRACT SNOW PLOWING SERVICES BID #1253

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2017 through June 30, 2018 (FY18)
Independent School District No. 709

Contractor:	Blotti Contracting
Contact:	John Blotti
Address:	9426 Grand Avenue, Duluth, Minnesota 55808
Phone Number:	218-727-7686

LOCATION	SNOW FALL AMOUNT		
	1"-6"	6.01"-12"	above 12"
Denfeld HS, 401 North 44th Avenue West	\$550.45	\$680.74	\$983.74
East HS, 301 North 40th Avenue East	\$704.98	\$898.90	\$1,357.44
Lincoln Park MS, 3215 West 3rd Street	\$594.89	\$842.34	\$1,159.48
Lowell, 2000 Rice Lake Road	\$240.38	\$462.58	\$644.38
Myers-Wilkins, 1027 North 8th Avenue East	\$276.74	\$323.20	\$498.94
Nettleton, 108 East 6th Street (closed)	\$169.68	\$452.48	\$555.50
Ordean East MS, 2900 East 4th Street	\$498.94	\$700.94	\$1,003.94

TOTALS PER SNOW FALL	\$3,036.06	\$4,361.18	\$6,203.42
<i>(1% increase over FY17 contract)</i>	<i>Total Estimated Annual Amount (16/2/1): \$63,502.74</i>		

Insurance Received: _____		
Acceptance of 2017/18 Contract:	 _____ signature	3- 17 ³ -17 _____ date
ISD 709, Doug Haster Board Chair	 _____ signature	4-4-17 _____ date

CONTRACT SNOW PLOWING SERVICES BID #1253

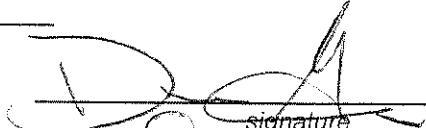
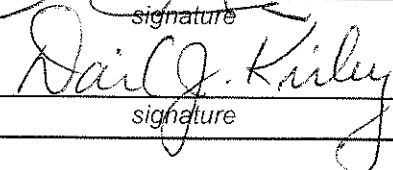
Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2017 through June 30, 2018 (FY18)
Independent School District No. 709

Contractor:	Viele Contracting, Inc.		
Contact:	Desi Govse		
Address:	5064 Reid Road, Duluth, Minnesota 55803		
Phone Number:	218-728-2334 (Desi)	218-348-4563 (Lonn)	

LOCATION	SNOW FALL AMOUNT		
	1"-6"	6.01"-12"	above 12"
Congdon Park, 3116 East Superior Street	\$161.60	\$252.50	\$414.10
Lakewood, 5207 North Tischer Road	\$409.05	\$616.10	\$1,010.00
Lester Park, 5300 Glenwood Avenue	\$353.50	\$616.10	\$1,030.20
Rockridge, 4849 Ivanhoe Street (closed)	\$202.00	\$292.90	\$393.90

TOTALS PER SNOW FALL	\$1,126.15	\$1,777.60	\$2,848.20
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(1% increase over FY17 contract) Total Estimated Annual Amount (16/2/1): \$24,421.80

Insurance Received: _____		
Acceptance of 2017/18 Contract:	 _____ <small>signature</small>	2/12/17 _____ <small>date</small>
ISD 709, Doug Hasler: Board Chair	 _____ <small>signature</small>	4-4-17 _____ <small>date</small>

CONTRACT

SNOW PLOWING SERVICES

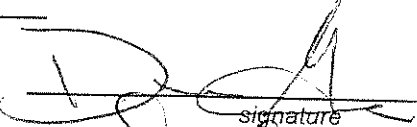
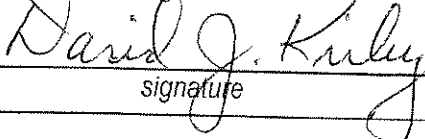
BID #1253

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TOTALS PER SNOW FALL	\$1,126.15	\$1,777.60	\$2,848.20
<i>(1% increase over FY17 contract)</i>	<i>Total Estimated Annual Amount (16/2/1):</i> \$24,421.80		

Insurance Received: _____		
Acceptance of 2017/18 Contract:	 _____ signature	2/17/17 _____ date
ISD 709, Doug Hasler: Board Chair	 _____ signature	4-4-17 _____ date

PRICE COMPARISON

SNOW PLOWING SERVICES

July 1, 2017 through June 30, 2018

Snow Fall	change from FY17				Bid #1253 FY18 (2nd year)				Bid #1253 FY17				Bid #1231 FY16 (3rd year)						
	1-6"	6-12"	12+	1-6"	6-12"	12+	1-6"	6-12"	12+	1-6"	6-12"	12+	1-6"	6-12"	12+	1-6"	6-12"	12+	
Central	1.0%	1.0%	1.0%	\$505.00	\$707.00	\$1,010.00	\$500.00	\$700.00	\$1,000.00	\$668.32	\$976.77	\$1,336.63	\$668.32	\$976.77	\$1,336.63	\$668.32	\$976.77	\$1,336.63	
Congdon Park	1.0%	1.0%	1.0%	\$161.60	\$252.50	\$414.10	\$160.00	\$250.00	\$410.00	\$164.51	\$257.05	\$411.27	\$164.51	\$257.05	\$411.27	\$164.51	\$257.05	\$411.27	
Denfeld HS	1.0%	1.0%	1.0%	\$550.45	\$680.74	\$983.74	\$545.00	\$674.00	\$974.00	\$369.12	\$542.88	\$738.23	\$369.12	\$542.88	\$738.23	\$369.12	\$542.88	\$738.23	
East HS	1.0%	1.0%	1.0%	\$704.98	\$898.90	\$1,357.44	\$698.00	\$890.00	\$1,344.00	\$817.40	\$1,182.41	\$1,825.02	\$817.40	\$1,182.41	\$1,825.02	\$817.40	\$1,182.41	\$1,825.02	
HOCHS	1.0%	1.0%	1.0%	\$656.50	\$858.50	\$1,111.00	\$650.00	\$850.00	\$1,100.00										
Homecroft	1.0%	1.0%	1.0%	\$444.40	\$555.50	\$808.00	\$440.00	\$550.00	\$800.00	\$436.98	\$642.61	\$873.61	\$436.98	\$642.61	\$873.61	\$436.98	\$642.61	\$873.61	
Lakewood	1.0%	1.0%	1.0%	\$409.05	\$616.10	\$1,010.00	\$405.00	\$610.00	\$1,000.00	\$406.13	\$611.77	\$1,023.04	\$406.13	\$611.77	\$1,023.04	\$406.13	\$611.77	\$1,023.04	
Laura MacArthur	1.0%	1.0%	1.0%	\$383.80	\$606.00	\$808.00	\$380.00	\$600.00	\$800.00	\$327.99	\$554.19	\$739.26	\$327.99	\$554.19	\$739.26	\$327.99	\$554.19	\$739.26	
Lester Park	1.0%	1.0%	1.0%	\$353.50	\$616.10	\$1,030.20	\$350.00	\$610.00	\$1,020.00	\$354.72	\$611.77	\$1,023.04	\$354.72	\$611.77	\$1,023.04	\$354.72	\$611.77	\$1,023.04	
Lincoln Park MS	1.0%	1.0%	1.0%	\$594.89	\$842.34	\$1,159.48	\$589.00	\$834.00	\$1,148.00	\$717.67	\$924.33	\$1,232.79	\$717.67	\$924.33	\$1,232.79	\$717.67	\$924.33	\$1,232.79	
Lowell	1.0%	1.0%	1.0%	\$240.38	\$462.58	\$644.38	\$238.00	\$458.00	\$638.00	\$256.02	\$483.24	\$667.29	\$256.02	\$483.24	\$667.29	\$256.02	\$483.24	\$667.29	
Meiers Wilkens	1.0%	1.0%	1.0%	\$276.74	\$323.20	\$498.94	\$274.00	\$320.00	\$494.00	\$203.58	\$298.17	\$400.99	\$203.58	\$298.17	\$400.99	\$203.58	\$298.17	\$400.99	
Nettleton	1.0%	1.0%	1.0%	\$169.68	\$452.48	\$555.50	\$168.00	\$448.00	\$550.00	\$183.02	\$471.93	\$718.70	\$183.02	\$471.93	\$718.70	\$183.02	\$471.93	\$718.70	
Ordean East MS	1.0%	1.0%	1.0%	\$498.94	\$700.94	\$1,003.94	\$494.00	\$694.00	\$994.00	\$539.79	\$771.14	\$1,156.70	\$539.79	\$771.14	\$1,156.70	\$539.79	\$771.14	\$1,156.70	
Piedmont	1.0%	1.0%	1.0%	\$303.00	\$429.25	\$505.00	\$300.00	\$425.00	\$500.00	\$276.58	\$412.30	\$519.23	\$276.58	\$412.30	\$519.23	\$276.58	\$412.30	\$519.23	
Rockridge	1.0%	1.0%	1.0%	\$202.00	\$292.90	\$393.90	\$200.00	\$290.00	\$390.00	\$200.50	\$298.17	\$390.71	\$200.50	\$298.17	\$390.71	\$200.50	\$298.17	\$390.71	
Stowe	1.0%	1.0%	1.0%	\$333.30	\$604.99	\$858.50	\$330.00	\$599.00	\$850.00	\$348.55	\$615.88	\$842.08	\$348.55	\$615.88	\$842.08	\$348.55	\$615.88	\$842.08	
Transportation	1.0%	1.0%	1.0%	\$277.75	\$328.25	\$505.00	\$275.00	\$325.00	\$500.00	\$257.05	\$334.16	\$436.98	\$257.05	\$334.16	\$436.98	\$257.05	\$334.16	\$436.98	
<i>Total of all sites per snowfall</i>	1.0%	1.0%	1.0%	\$7,065.96	\$10,228.27	\$14,657.12	\$6,996.00	\$10,127.00	\$14,512.00	\$6,527.93	\$9,988.77	\$14,335.57	\$6,527.93	\$9,988.77	\$14,335.57	\$6,527.93	\$9,988.77	\$14,335.57	
<i>Total Annual Amount</i>	1.0%			\$148,169.02			\$146,702.00			\$138,759.99									