

**Meade School District
46-1**

The Meade School District 46-1 and Ebach Enterprise, DBA Visible Difference, 1950 Samco Road, Rapid City, SD 57702, will enter into a two-year service agreement beginning 7/1/2021 and terminating June 30, 2023. This agreement is for custodial services at the Stagebarn Middle School. This extension is a component of RFP13A.

Visible Difference agrees to comply with the specified requirements set forth in RFP13A for the defined term of the agreement.

The Meade School District 46-1 will process the annual agreement in 12 equal monthly payments beginning 7/1/2021 and ending 6/30/2023. The 2021-2023 agreement will be for \$110,770. The annual contract adjustment to be based on State of SD CPI index; minimum of 1% not exceed 3%. The district will have the option of extending the contract for an additional year based upon the satisfactory performance of the contractor.

Visible Difference will invoice the Meade School District monthly and will be paid after board approval the second Monday of the month.

Insurance and Indemnification

The vendor shall purchase and maintain in force the following kinds of insurance for operations under the contract as specified. Insurance certificates in the amounts shown and under the conditions noted shall be provided to the District before the commencement of any work:

1. Commercial/Comprehensive General Liability
 - a. \$1,000,000 Bodily Injury Per Person
 - b. \$1,000,000 Bodily Injury Aggregate Limit
 - c. \$ 500,000 Property Damage Per Occurrence
 - d. \$1,000,000 Property Damage Aggregate Limit
2. Workmen's Compensation and Employers' Liability
 - a. \$ 500,000 Bodily Injury Per Person
3. The District must have 10 days notice of cancellation or change in insurance coverage and give its approval.
4. In addition to its obligation to provide insurance, contractor hereby agrees to defend, indemnify and hold District and its School Board, officers, agents and employees harmless from and against all claims suits, liabilities, costs and expenses, for any injury, damage or loss to persons, including death, as well as property damage, arising from contractor's negligence or intentional misconduct in the course of performing its obligations under this contract. Such indemnification shall survive the termination of this contract for any reason.

Meade 46-1: _____

Date: _____