Regular Meeting
Monday, September 12, 2022 6:30 PM

Teaching & Learning Center, Becker High School
12000 Hancock Street
Becker, MN 55308

Agenda

1. PROCEDURAL ITEMS
   - 1.A. Call to Order
   - 1.B. Pledge of Allegiance
   - 1.C. Agenda
   - 1.D. Recognition of Visitors and Public Forum
   - 1.E. Presentation by Dylan's Hope
2. REPORTS
   - 2.A. Student Report
   - 2.B. Superintendent's Report
   - 2.C. Committee Reports
   - 2.D. Board & Administrator
3. CONSENT AGENDA
   - 3.A. Minutes
   - 3.B. Financial Report
   - 3.C. Disbursements
   - 3.D. Personnel
   - 3.E. Fundraisers
   - 3.F. Truth-in-Taxation Hearing: December 5, 2022, 6:30 PM
   - 3.G. BHS Coaches Handbook
   - 3.H. Activities Handbook
   - 3.I. October School Board Meeting
   - 3.J. 2022-2023 MultiUnit Contract
4. GIFTS
5. HEALTH INSURANCE RATES RECOMMENDATION
6. FIRST READINGS
7. SECOND READING
8. PRELIMINARY LEVY 2022 PAYABLE 2023
9. PUBLIC DATA REQUEST: DISCUSSION
10. AWARD BID: PRIMARY /EEC ADDITIONS AND REMODELING
11. AWARD BID: MS/HS ADDITIONS & REMODELING
12. CLOSED SESSION TO DISCUSS SUPERINTENDENT EVALUATION
13. ADJOURN

ISD #726
Becker Public Schools

Weekly Update

Sept 9, 2022

Transportation Building

Week Ending Sept 9, 2022

- "Dirt Work" Continues
- Submittal/Reviews-ongoing
- Building Permit approved

Graded Site



West Access Road



Week Ending Sep 16th, 2022

- "Dirt Work" continues
- Submittal/Reviews-ongoing
- Well Drilling
- Start Footing Excavation
- Start Storm Sewer Installation

Supplement to LRP Publications, Inc.

Board & Administrator
FOR SCHOOL BOARD MEMBERS

August 2022 Vol. 36, No. 4

Resist texting superintendent, colleagues over contentious issues

While text messaging is a convenient way to communicate with your superintendent and colleagues, school board members should think twice before hitting "send." This is especially true when involved in a heated discussion regarding a controversial topic.

On May 19, 2022, during a board meeting for the San Dieguito Union High (Cal.) School District, a resident read aloud text messages from Board Trustee Michael Allman to Superintendent Cheryl James-Ward. In the profanity-laced messages, Allman demanded that James-Ward fire a teacher who disciplined a student for failing to wear a face mask correctly in class. Because James-Ward filed a harassment complaint against Allman, those messages will also be investigated by an independent investigator.

Don't make a similar mistake. If you plan to communicate with your superintendent or a colleague regarding a controversial topic, avoid sending text messages, emails, and the like. Instead, consider scheduling an in-person meeting to discuss concerns after you both have cooled off.

Additionally, steer clear of your smartphone when tensions are running high to help you avoid sending your superintendent or another board member unprofessional or inappropriate messages while you are upset or agitated. While some messaging apps allow you to delete or "unsend" your messages to others, most smartphones allow recipients to take screenshots of the conversation if they catch the messages before they are deleted. ■

Avoid temptation to rush superintendent selection process

A school board that hires a new superintendent without conducting a thorough search may be doing a disservice to itself, the new hire, and the community.

This is especially true when the board previously committed to considering multiple candidates for the position. In such instances, the rush to sign an interim superintendent, a district administrator, or other individual to a multiyear contract can suggest that the board is more concerned with filling the vacancy than finding the right individual to lead the district.

The public's perception of the hiring process can be critical to the new superintendent's job performance. A community that feels excluded from the decision-making process will have less trust in the board's new hire. Even if the individual selected for the position is the ideal candidate, it can take years for the public to warm up to the new superintendent — if they accept him at all. Community members may also scrutinize decisions made by the superintendent and the board, resulting in strained relationships and feelings of mistrust.

It's no secret that finding a superintendent can be a challenge, especially during an era of nation-

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wide personnel shortages. However, a board's rush through the selection process — even with the best of intentions — can hinder the new superintendent's ability to perform her duties effectively. The better course of action is to conduct a thorough search for potential superintendents, consider the strengths and weakness of each candidate, and be transparent about the process. Taking a little more time at the beginning of the search will lead to better outcomes for all involved. ■

Checklist to cover all bases in separation agreement

All school boards should prepare for superintendent turnover. Use this checklist of terms that are frequently included in superintendent separation agreements. Make sure your board considers each term, and review with district counsel before signing on the dotted line.

Check each box after each contract term is considered	Terms for negotiation
❑	Amount of base salary and other compensation to continue as severance
❑	Length of time to receive severance
❑	Amount of terminal pay for accrued vacation and sick leave
❑	Scope of retirement system payments
❑	Extent of health insurance coverage
❑	Release of legal claims and liabilities against the district
❑	Release of claims district may have against the superintendent
❑	Severability clause stating that if any provision is ruled unenforceable, the remainder of the provisions remain in effect
❑	Obligation for payment of attorney's fees and costs related to contractual negotiations
❑	Extent of future cooperation of superintendent to assist with claims, investigations, administrative proceedings, or lawsuits which relate to the district and for which the superintendent may possess relevant knowledge or information
❑	Non-disparagement clause for superintendent and board members, including the amount of damages for breach of such clause
❑	Provision for return of district property upon superintendent's termination ■

Consult with superintendent before making public statements

As an elected member of a school board, you may feel a personal responsibility to make a public statement after a serious incident at a district school or involving an enrolled student. You may also believe that responding quickly to the matter may help prevent negative publicity. Before responding to any media inquiries, however, consider consulting with your superintendent on the matter.

On May 24, 2022, a high schooler from Alexandria City (Va.) Public Schools was killed during an off-campus altercation that allegedly involved 30 to 50 students. Following the incident, Superintendent Luis Meija Hernandez wrote a note asking school board members to forward any media inquiries about the incident to the district's communications team. According to Hernandez, he had already instructed the communications team to refrain from using the term "no comment."

Your superintendent may have a similar plan in place for your district. Accordingly, doing your part by checking in with the superintendent, in addition to your colleagues on the board, will ensure everyone presents a unified front and is on the same page. ■

Supplement to LRP Publications, Inc.

Board & Administrator
FOR SCHOOL BOARD MEMBERS

September 2022 Vol. 36, No. 5

Keep vocal board members from hogging floor

Depending on communication styles, your more expressive board colleagues may have greater floor time during board discussions than reticent board members do. To promote balanced board discussion that provides an opportunity to hear each board member's point of view, consider the following approaches.

1. *Use a stopwatch.* The board chair can keep time and allow each person to speak for two minutes on one issue. The time limit provides for an equitable exchange of ideas and keeps the meeting moving along in a timely manner. It prevents one member from monopolizing the conversation.

2. *Interrupt.* If the board member goes on and on, another board member or the board chair should interrupt. If the speaker has gone off topic, point that out. If the speaker is just long-winded, interrupt and ask him to pause so other members can digest his points or catch up on their notes. Or just say the board needs to move on to the next issue.

3. *Reserve reaction for later.* Some members think it is their duty to comment on every issue and are serial interrupters. But, questions or opposing viewpoints can become interruptions that bog down a meeting. Try this: Once board members conclude their remarks, set aside a portion of the meeting for questions and clarifications. ■

Learn from educators on board during superintendent search

For many school boards searching for a new superintendent, it may be difficult to decide which of the numerous candidates in running is the best choice to lead the district. But if one or more of your board members is a full-time educator, you have a valuable resource that can make the superintendent selection process a bit easier.

During its superintendent search, the school board of the Oconomowoc Area (Wis.) School District relied on Board Member Chad Schraufnagel. Schraufnagel was an assistant principal at a local high school at the time, and he used his knowledge of school operations and the role of a superintendent to assist the board in selecting its new top administrator.

"He was invaluable during the superintendent selection process for his knowledge of the position as well as the overall field, if you will. Just having somebody like that ... was such a great advantage for our board and community," said School Board President James Wood in a phone interview with a local news outlet.

Similarly, the educators on your board may be willing to take the lead during interviews to determine which superintendent candidate is the right fit for your district. Alternatively, they may share insights that will help your board identify the specific skills, leadership style, and aspirations that your future superintendent should have to be successful. ■

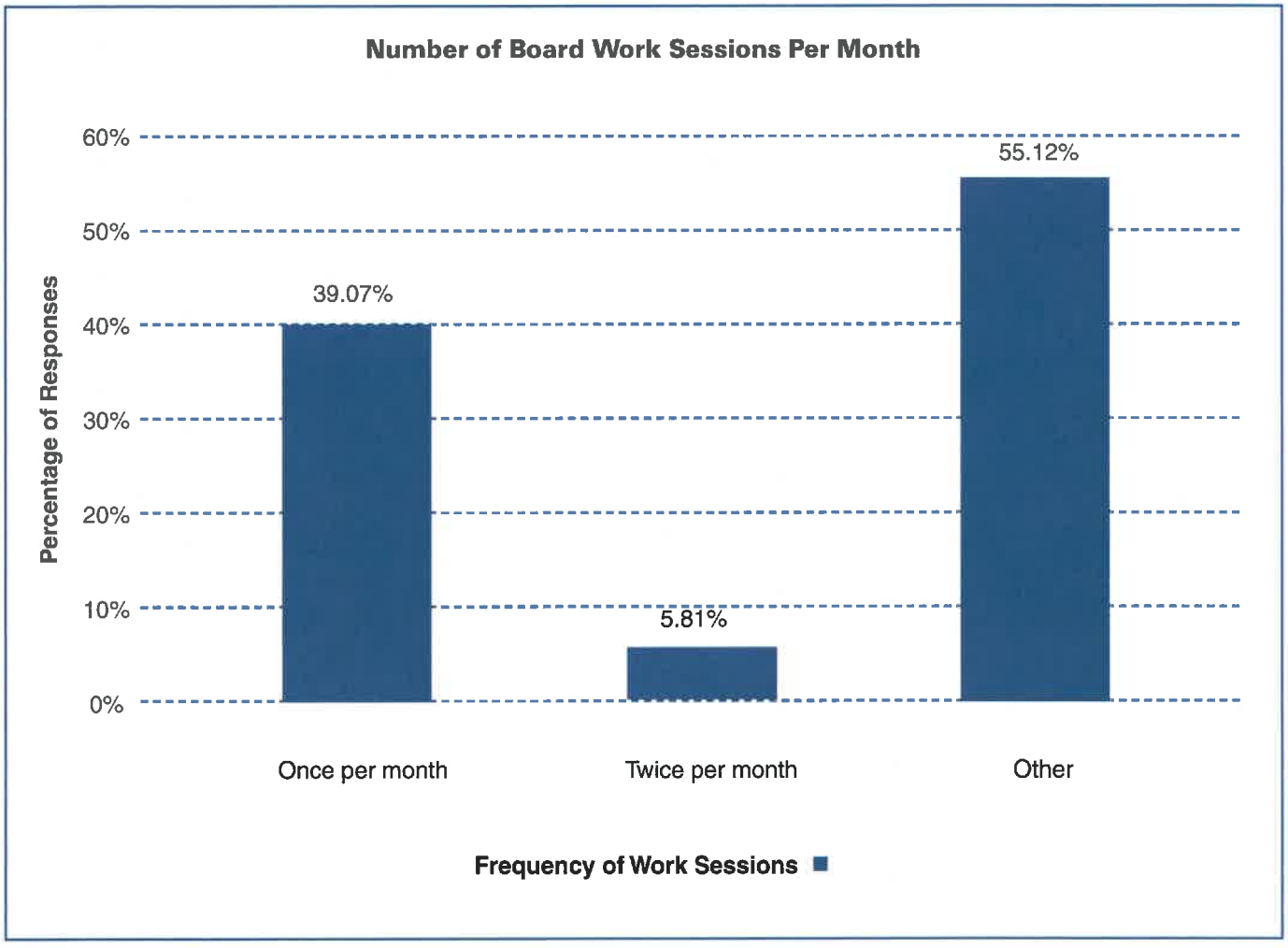
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Don't shy away from holding extra work sessions

Are you and your board colleagues making the most of your time? If you believe that your meeting discussions are running too long or board members need more time to prepare for a vote, the solution may be to hold additional work sessions each month. These work sessions, which give board members an opportunity to research and discuss specific topics and issues in greater detail, may maximize collaboration in and effectiveness of your board meetings.

Consider the results of *Board and Administrator's* Survey on School Boards, which was conducted late last year. Out of the 860 superintendents who responded to the survey, 44.9 percent — approximately 386 respondents — said their school boards held work sessions only once or twice per month. On the other hand, 55.1 percent of superintendents — approximately 474 — said their school boards held work sessions either less than once or more than twice per month.

As the data indicate, there is no bright-line rule regarding how many work sessions a board must hold each month. That number may even vary from year to year or depend on the individual board's needs. Accordingly, don't shy away from convening extra work sessions if your board must study up on certain topics before a vote. You may be able to fit any necessary work sessions into your board's busy schedule by holding them before or after regular board meetings. ■



Chair Swanson called the regular meeting of the School Board of District #726 to order on the 1st day of August, 2022 at 6:30 p.m. in the Teaching & Learning Center.

Roll Call.

Members present: Troy Berning, Aaron Jurek, Ryan Obermoller, Connie Robinson, Mark Swanson, Pete Weismann

Members absent: None

Others present: Jeremy Schmidt, Superintendent & Kevin Januszewski, Director of Business Services

Motion by Ryan Obermoller, seconded by Aaron Jurek to **Remove Policies 471 and 722 from the Agenda** until reviewed by the policy committee and a legal review has been done. Motion carried unanimously.

Motion by Ryan Obermoller, seconded by Pete Weismann, to **Conduct a Legal Review of Policy 471**. Upon roll call vote, motion carried unanimously.

CITIZEN COMMENTS *(refer to recording for full comments)*

Motion by Ryan Obermoller, seconded by Connie Robinson, to ***Nominate Aaron Jurek as Treasurer***. Motion carried unanimously.

REPORTS: Superintendent Schmidt, Treasurer Jurek (Facilities Committee Meeting)

Motion by Troy Berning, seconded by Ryan Obermoller to ***Approve the Consent Agenda*** as presented. Motion carried unanimously.

CONSENT AGENDA

MINUTES FROM THE JUNE 1, 2022 WORK SESSION
MINUTES FROM THE JUNE 15 2022 WORK SESSION
MINUTES FROM THE JUNE 29 WORK SESSION
MINUTES FROM THE JULY 11 REGULAR SCHOOL BOARD MEETING
MINUTES FROM THE JULY 14 SPECIAL SCHOOL BOARD MEETING

FINANCIAL REPORT

EXPENDITURES

Fund	2022-23 Budget	July 2022	2022-23 Year-to-Date	Remaining Budget	% Spent
General	37,190,159	658,635	658,635	36,531,524	1.77%
Food Service	1,766,912	25,755	25,755	1,741,157	1.46%
Community Service	1,643,530	47,370	47,370	1,596,160	2.88%
Debt Service	3,820,440	381,095	381,095	3,439,345	9.98%
	$ 44,421,041	**$ 1,112,855**	**$ 1,112,855**	**$ 43,308,186**	**2.51%**

DISBURSEMENTS – in the amount of $1,722,123.71

PERSONNEL

Name	Status	Job Title	Location	Hrs Per Day/FTE	Group	Replacing	Effective	Wage

Condon, Barb	Resignation	AM/PM Bus Driver	Bus Garage	3.5 Hours Per Day	Transportation	n/a	7/18/22	n/a
Doucette, Kirsten	Increase in Hours (additional 1/2 Hour Per Day	Administrative Assistant	IS	8 Hours Per Day (was 7.5 Hours Per Day)	MultiUnit	n/a	8/8/22	Use Current Wage
Graham, Cynthia	New	ECFE Parent Educator	ECFE	Approximately 5-10 Hours Per Week	BEA - Schedule D	n/a	8/29/22	$40.30 Per Hour
Hage, Robert	New	K-12 EL Teacher	District-Wide	1 FTE	BEA	M. Thorpe	8/29/22	MA Lane / Step 4: $52,606 Annually
Henry, Lynnea	Resignation	Secretary: Receiving & Copying	District Office	4 Hours Per Day	MultiUnit	n/a	07/15/22	n/a
Kittleson, Alexandra	Resignation	Custodian	HS	8 Hours Per Day	MultiUnit	n/a	07/12/22	n/a
Lallie, Jacie	New	4th Grade Teacher	IS	1 FTE	BEA	A. Peterzen	08/29/22	BA Lane / Step 1: $42,723 Annually
Mattson, Shelly	New	Lead Cook	IS	6.75	MultiUnit	J. Robley	08/18/22	$18.82 Per Hour
Pingrey, Penny	New	English Teacher	MS	1 FTE	BEA	C. Smith	8/29/22	BA15 Lane / Step 1: $43,884 Annually
Rand, Joe	Resignation	Musical/Spring Play	HS	Seasonal	BEA - Schedule C	n/a	7/18/22	n/a
Simon, Kristine	New	Business Teacher	HS	1 FTE	BEA	n/a	8/29/22	MA Lane / Step 1: $47,363 Annually
Strom, Isabelle	Resignation	JV Girls Soccer Coach	HS	Seasonal	BEA - Schedule C	n/a	7/7/22	n/a

2022-2023 COMMUNITY EDUCATION HANDBOOK, *on file at District Office*

Motion by Ryan Obermoller, seconded by Troy Berning, to ***Designate the Superintendent as the Identified Official with Authority (IOwA)*** to authorize user access to MDE secure websites. Motion carried unanimously.

Motion by Aaron Jurek, seconded by Connie Robinson, to ***Approve a Resolution Relating to the Election of School Board Members and Calling the School District General Election.*** Motion carried unanimously.

Motion by Troy Berning, seconded by Aaron Jurek, to ***Approve a Resolution Relating to the Election of School Board Members and Calling the School District Special Election.*** Motion carried unanimously.

Motion by Ryan Obermoller, seconded by Pete Weismann, to ***Approve the following Policy Updates***:

203.5 School Board Meeting Agenda (Added Advisory Opinion Reference)
210 Conflict of Interest (Deleted Service Manual Reference)
302 Superintendent (Deleted Service Manual Reference)
304 Superintendent Contract (Deleted Service Manual Reference)
401 Equal Employment Opportunity (Changed contact to HR and Updated Statutory Reference)
402 Disability Nondiscrimination (Updated References)
404 Employment Background Checks (Aligned with Updated State Form)
419 Tobacco Free Environment (Delete Service Manual; Update Reference)
516 Student Medication (Fix Numerical Order of Legal References)

A **First Reading** was held on the following policy**:**

524 Internet Use

A second reading will be held at the next school board meeting.

Motion by Mark Swanson, seconded by Ryan Obermoller, to ***Approve the Strategic Plan***, as presented. Motion carried unanimously.

A discussion was held concerning ***Data Requests*** and how to handle them going forward. Chair Swanson asked for weekly updates on all data requests and for Superintendent Schmidt to look into outsourcing, or who can take over these responsibilities.

The meeting was **adjourned** at 8:27 p.m.

_____
Mark Swanson, Chair

_____
Ryan Obermoller, Clerk

Recorder: Angela Oswald

BECKER PUBLIC SCHOOLS
MONTHLY FINANCIAL REPORT
August 2022

EXPENDITURES

Fund	2022-23 Budget	August 2022	2022-23 Year-to-Date	Remaining Budget	% Spent
General	37,190,159	1,033,093	1,691,728	35,498,431	4.55%
Food Service	1,766,912	12,973	38,728	1,728,184	2.19%
Community Service	1,643,530	131,630	179,000	1,464,530	10.89%
Debt Service	3,820,440	-	381,095	3,439,345	9.98%
	$ 44,421,041	**$ 1,177,696**	**$ 2,290,551**	**$ 42,130,490**	**5.16%**

Name	Status	Job Title	Location	Hrs Per Day/FTE	Group	Replacing	Effective	Wage
Aaseby, Sarah	Resignation	Admin. Asst./Paraprofessional	HS	3 Hours (Admin. Asst.)/3.5	Multi Unit	n/a	8/22/2022	n/a
Ahsenmacher, Laure	Resignation	Asst. Cook	PS	6.75 Hours Per Day	Multi Unit	n/a	08/15/22	n/a
Anderson, Hannah	Resignation	Freeplay Supervisor	PS	3.25 Hours Per Day	Multi Unit	n/a	8/24/22	n/a
Anderson, Suzie	Change in Assignment	Lunchroom Supervisor	IS	3.5 Hours Per Day	Multi Unit	S. Stang	09/06/22	Use Current Wage
Berndt, Chelsea	New	Camp Opportunity Lead	Camp Opportunity	8 Hours Per Day	Community Education	n/a	8/11/2022	$16.03 Per Hour
Crowley, Jon	New	Boys Soccer Coach	MS	Seasonal	BEA - Schedule C	S. Borst	8/29/2022	$2,285 Per Season
Diemert, Maddie	New	Paraprofessional	MS	7 Hours Per Day	Multi Unit	T. Frandsen	8/29/22	$17.34 Per Hour
Drury, Jacob	Resignation	Camp Opportunity Staff	Camp Opportunity	Varied	Community Education	n/a	3/4/2022	n/a
Dvorak, Anna	New	Paraprofessional	HS/Bus Garage	7 Hours Per Day	Multi Unit	S. Aaseby	8/29/22	$17.34 Per Hour
Engelhaupt, Barbie	Resignation	Health Assistant	IS	7 Hours Per Day	Multi Unit	n/a	08/08/22	n/a
Fischbach, Crystal	New	Food Service Worker	MS	2.5 Hours Per Day	Non Union	n/a	9/7/22	$15.00 Per Hour
Fischbach, John	New	AM/PM Bus Driver	Bus Garage	3.5 Hours Per Day	Transportation	D. Schmidt	9/6/22	$38.81 Per Route
Fitzgerald, Milli	Resignation	Art Specialist	PS	.25 FTE	BEA	n/a	8/9/2022	n/a
Garland, Lisa	New	Paraprofessional	PS	6.75 Hours Per Day	Multi Unit	K. Imholte	9/6/2022	$17.34 Per Hour
Gohman, Dan	New	7th Grade Football Coach	MS	Seasonal	BEA - Schedule C	J. Hendricks	8/29/2022	$2,285 Per Season
Gordon, Marissa	New	Art Specialist / Academic Interventionist	PS	1 FTE	BEA	M. Fitzgerald	08/30/2022	BA15 / Step 7: $52,879
Handel, Toni	Increase in Hours	Camp Opportunity Lead	Camp Opportunity	40 (was 16)	Community Education	n/a	09/19/22	Use Current Wage
Handeland, Kim	Additional Hours (was 7, now 7.5)	Media Asst.	MS	Add 1/2 Hour Per Day	Multi Unit	n/a	08/12/22	Use Current Wage
Hanson, Logan	New	Special Education (EBD) Teacher	Intermediate School	1 FTE	BEA	R. Kasper	08/29/22	BA45 / Step 1: $46,200
Henderson, ReNita	New	Volleyball Coach	MS	Seasonal	BEA - Schedule C	K. Holt	08/29/22	$2,285 Per Season
Johnson, Jaya	Resignation	Health Assistant	MS	7 Hours Per Day	Multi Unit	n/a	8/22/22	n/a
Kantor, Camille	New	Asst. Girls Cross Country Coach	HS	Seasonal	BEA - Schedule C	C. Doucette	8/15/2022	$2,645 Per Season
Kasper, Rachel	Resignation	Special Education Teacher	IS	1 FTE	BEA	n/a	7/25/22	n/a
Klatt, Jaime	New	Food Service Worker	HS	2.5 Hours Per Day	Non Union	n/a	09/07/22	$15.00 Per Hour
Kolbinger, Bonnie	Resignation	Paraprofessional	MS	7 Hours Per Day	Multi Unit	n/a	08/02/22	n/a
Kuschel, Mathew	New	7th Grade Football Coach	MS	Seasonal	BEA - Schedule C	J. Schwarzkopf	8/29/22	$2,285 Per Season
Lynch, Greg	New	Musical Technical Director	HS	Seasonal	BEA - Schedule C	C. Hed	08/23/22	$3,497 Per Season

Mann, Christine	New	Data Specialist / Reading Interventionist	District-Wide	1 FTE	BEA	S. Norman	08/29/22	MA45 Lane / Step 13: $76,122
Martell, Corey	New	Volleyball Coach	MS	Seasonal	BEA - Schedule C	L. Kuklok	08/29/22	$2,285 Per Season
Messick, Maisie	Resignation	B-Squad Volleyball Coach	HS	Seasonal	BEA - Schedule C	n/a	8/11/2022	n/a
Miller, Ashley	New	Special Education (SLD) Teacher	MS	1 FTE	BEA	J. Hausmann	08/29/22	BA Lane / Step 1: $42,723
Miller, Ashley	Resignation	Paraprofessional - Reading Interventionist	MS	6.75 Hours Per Day	Multi Unit	n/a	8/1/2022	n/a
Nicolas, Melissa	New	Student Council Advisor	HS/Bus Garage	Annual	BEA - Schedule C	A. Wenzel	9/6/22	$3,334 Annually
Offerdahl, Denise	Rehire	Special Education Teacher	IS	1 FTE	BEA	D. Offerdahl	8/29/22	Use Current Wage
Parks, Kirsten	New	Paraprofessional	Middle School	7 Hours Per Day	Multi Unit	B. Kolbinger	8/29/22	$17.34 Per Hour
Radunz, Daniel	New	B-Squad Volleyball Coach	HS	Seasonal	BEA - Schedule C	M. Hoppe	8/15/2022	$3,431 Per Season
Ricci, Michael	New	Musical Director	HS	Seasonal	BEA - Schedule C	J. Rand	8/23/2022	$4,154 Per Season
Rose, Dean	New	Asst. Cook	Primary School	6.75 Hours Per Day	Multi Unit	L. Ahsenmacher	9/6/22	$17.50 Per Hour
Rothstein, Abbey	New	JV Girls Soccer Coach	HS	Seasonal	BEA - Schedule C	I. Strom	8/15/2022	$3,431 Per Season
Schrupp, Stephenee	Resignation	Paraprofessional	HS	6.75 Hours Per Day	Multi Unit	n/a	8/25/22	n/a
Schwarzkopf, Joe	New	9th Grade Football Coach	HS	Seasonal	BEA - Schedule C	T. Cox	8/15/2022	$3,031 Per Season
Shipway, Patrick	New	Director of Instructional Technology	DO	260 Days	Individual	J. Borgstrom	8/29/22	$92,000 Annually
Soupir, Anna	Resignation	Camp Opportunity Lead	Camp Opportunity	8 Hours Per Day	Community Education	n/a	8/19/22	n/a
Stang, Sydney	Resignation	Lunchroom Supervisor	IS	2.5 Hours Per Day	Non Union	n/a	6/3/22	n/a
Stone, Sierra	Resignation	Camp Opportunity Asst.	Camp Opportunity	4 Hours Per Day	Community Education	n/a	9/16/2022	n/a
Struffert, Katelynn	New	Camp Opportunity Assistant	Camp Opportunity	4.25 Hours Per Day	Camp Opportunity	n/a	8/31/2022	$14.41 Per Hour
Thiel, Elizabeth	New	Custodian	MS	8 Hours Per Day	Multi Unit	C. Straw	8/15/2022	$20.30 Per Hour
VanVoorhis, JoDee	Resignation	Paraprofessional	HS	7 Hours Per Day	Multi Unit	n/a	8/22/2022	n/a
Vealetzek, Ashley	New	9th Grade Volleyball Coach	High School	Seasonal	BEA - Schedule C	G. Lynch	08/15/22	$3,031 Per Season
Vealetzek, Ashley	New	Paraprofessional	PS	6.75 Hours Per Day	Multi Unit	A. Miller	9/6/2022	$17.34 Per Hour
Vouk, Haley	Resignation	Paraprofessional	PS	6.5 Hours Per Day	Multi Unit	n/a	8/26/2022	n/a
Werner, Jeremy	New	9th Grade Football Coach	HS/Bus Garage	Seasonal	BEA - Schedule C	T. Nicolas	8/17/22	$3,031 Per Season
Weyer, Diane	New	Food Service Worker	MS	2.5 Hours Per Day	Non Union	D. Weismann	9/6/22	$15.00 Per Hour
Willing, Susan	New	Admin. Asst., Copy/Receiving/Transportation	HS/Bus Garage	8 Hours Per Day	Multi Unit	J. Brings	09/07/22	$18.08 Per Hour
Zahler, Stacy	New	Paraprofessional	PS	6.75 Hours Per Day	Multi Unit	H. Vouk	9/12/2022	$17.34 Per Hour

BECKER PUBLIC SCHOOLS
Fund Raisers
June 30, 2022

Organization	Type of Fundraiser	Advisor	Dates Held	Purpose of Fundraiser	Amount Received
Becker HS Choir & Band Boosters	Coupon Books	Gretchen Bordson & Craig Vogel	Sept-Oct -21	Ind. Accounts to offset Choir/band trip	6,997.00
Becker HS Choir & Band Boosters	Wreath Sale	Gretchen Bordson	21-Nov	Ind. Accounts to offset Choir/band trip	5,142.00
Becker Football Boosters	Sell Pork Chops at Home games	Dwight Lundeen	Aug-Nov 2021	Team expenses	
Becker Football Boosters	50/50	Dwight Lundeen	Aug-Nov 2021	FB equipment	
Becker Football Boosters	Nike Store	Dwight Lundeen	Ongoing	FB equipment	
Becker Football Boosters	Send letters for sponsors	Dwight Lundeen	1-Sep	Team expenses	
Becker Track & Field (Boys & Girls)	Email & Text "Ask" Campaign	Paul Schmidt, Trish Reimer-Kealy, Dustin Weege	March 23-April 10, 22	Meet hosting Materials: Flags, pennants, cones, paint, etc.	810.00
Becker Cross Country (Boys & Girls)	Email & Text "Ask" Campaign	Trish Reimer-Kealy, Dustin Weege	Aug 23-Sept 10, 21	Meet hosting Materials: Flags, pennants, cones, paint, etc.	
Becker High School Softball	Youth Volleyball Tournament	Jason Baune	April 23-24, 2022	Equipment, uniforms & other costs	
Becker Girls Soccer	McDonald's Meats	Nick Crowly	June-Aug 2022	Team equipment	1,162.60
Becker Boys Soccer	Chipolte fundraiser	Nick Crowly	June-Aug 2022	Team equipment	
Becker Boys Soccer	Scarf Fundrasier	Nick Crowly	Ongoing	Team equipment	
Becker Boys Soccer	NSC Tournament Volunteer	Nick Crowly	May-June 2022	Team equipment	
5th grade Valley Fair Field Trip	Aluminum Can Collection	William Ward	Sept. 15 - May 15, 22	Curtail price of admission into Valley Fair	1,508.30
National Honor Society	Kiss the Goat during home FB games	Melissa Nicolas	Aug-Nov 2021	Offset expenses for induction, national dues leadership conventions	944.36
National Honor Society	Penny Wars	Melissa Nicolas	21-22 school year	Offset expenses for induction, national dues leadership conventions	
National Honor Society	Easter egg hunt	Melissa Nicolas	Before Easter 2022	Offset expenses for induction, national dues leadership conventions	625.00
Becker Intermediate Media Center	Book Fair	Karen Landsverk	Oct. 12-19, 21	Purchase books for Media Center	13,968.74
Becker Primary	Online Shopping	Cindy Agnew	Starting March 2022	pay for fees for a Author visit and replacing books in bookroom	1,502.00
Becker Wrestling Booster Club	Golf Tounament	Travis Holt	6/25/2022	Season Expenses(Hotels, Meals, Team apparel)	
Becker PTSA	Mini Donut Food Truck	Rochelle Ament	Mid May/early June	Support PTSA related programming	

BHS COACHES HANDBOOK

Table of Contents

Activities Philosophy 1
Sports Philosophy 1
Activities Department Mission Statement 2
BHS Sportsmanship Code Of Ethics 2
Coaches Code Of Ethics 3
Coaches Contract Information 4
Hiring Process For Coaches/Advisors 4
Adding Coaches/Advisors 4
Professional and Personal Relationships 4
General Job Descriptions 5
General Responsibilities For All Coaches 7
Budget Policies 10
Budget and Purchasing 10
Scheduling 10
Fundraising 11
Clinics and State Tournaments 11
Expense Reports 12
Keys/Fob 12
Security 12
Fitness Center Usage 12
General Facility Usage 13
Equipment Check and Inventory 13
Coaches/Advisers Evaluation and End of Season Reports 13
Awards, Lettering Guidelines 13
Activities Banquets 13
Conflict Resolution Protocol/Chain of Command 14
Steps in Conflict Resolution 14
Guidelines For Playing Time 15
Varsity Sports/Activity Philosophy 15
Middle School Sports/Activity Philosophy 15
Title IX Guidelines 15
Recruiting Policies 16
Academic Extracurricular Activities 16
Academic Lettering 16
Key Topics for Coaches to Review Prior to Their Season 16

Welcome to Independent School District 726, home of the Bulldogs. We are excited to have you as part of our Activities Department. This manual is intended to give you an overview of your responsibilities and opportunities, as well as general information about your coaching/advising assignment. It is not intended to cover every possible question that may arise during your time as a coach/advisor, therefore, you are encouraged to contact the Activities Director if you have questions.

ACTIVITIES PHILOSOPHY

The contents of this handbook apply to all Becker Public Schools activities in grades 7-12 unless specifically stated otherwise.

The educational program in Becker will provide the opportunity and the incentive for each student athlete to develop mentally, physically, morally, and socially to the fullest of his/her abilities. The educational program shall be directed toward the welfare and the best interest of the student participant.

Becker High School is of the belief that athletics and activities are an integral part of the educational system. It is believed that athletics and activities contribute to the educational process of developing well-rounded individuals and young adults. Through the combined support and efforts of the community; school district and activities staff, students are given the opportunity to participate in the activities program as spectators and competitors.

These educational experiences allow students to benefit in such areas of development as: interpersonal relationships, group interaction and cooperation, self concept and character, goal setting and values, leadership, initiative, self discipline, loyalty, sportsmanship, physical skills and growth, and the personal pride and satisfaction of participation and competition.

Since life demands many of the same qualities that are developed through activities, this opportunity will assist in preparing our students to meet life's challenges as contributing, worthwhile citizens.

SPORTS PHILOSOPHY

1. All playing time is not a right but a privilege that is earned through sportsmanship, team play, mental discipline and hard work.

2. Varsity Sports Philosophy: Becker has chosen to compete at the interscholastic level rather than at the intramural level. With this in mind, winning is an important part of our program. We feel we can best challenge our athletes to develop their abilities through this type of program. By no means is it a win at all costs philosophy but a strong effort to win the contest will be made by the players and the coaches.

3. Junior Varsity and Middle School Sports Philosophy: At these levels of competition, the emphasis is put on participation both during contests and during practices. Each participant will be given the opportunity to develop his/her skills. Contests will be scheduled to develop the students' abilities as well as to prepare them for competitive situations. A goal is set to win the contest but not at the cost of not allowing a certain individual a chance to participate.

Activities Department Mission Statement

Bulldog Activities: Instilling Key Life Principles For Success

We Believe That:

1. participation in high school activities helps to develop **positive attitudes**, **good citizenship**, **sportsmanship**, a **competitive spirit**, and **confidence**

2. student activities provide **life-long learning opportunities** for all students

3. student activities promote **perseverance**, thus helping our student participants face challenges with a "can do" attitude

4. student activities help to teach our student-athletes **resiliency** when experiencing a loss and thus, the ability to bounce back and continue to compete

5. student activities provide a program whereby the **safety** and **welfare** of the participants shall, at all times, be paramount to the outcome of the contest

6. student participants learn the value of **teamwork** through developing positive relationships with teammates, opponents, and coaches

7. student participants enhance **physical**, **mental**, and **spiritual well-being** through participation

8. the **character** of the student participant is enhanced through the successes and failures that come through participation

BHS SPORTSMANSHIP CODE OF ETHICS

Sportsmanship is characterized by courtesy, fairness and respect. It is interpreted by the conduct of the participants, coaches, advisors, school staff and spectators. We at Becker are continually striving to maintain and improve these qualities.

Becker School District has adopted the following Sportsmanship Code:

1. We will be courteous in speech and action at all times.
2. We will respect our opponent at all times.
3. We will be loyal to our own team but also applaud the abilities of players on all teams.
4. We will obey instructions given by schools and those in charge.
5. We will play according to the rules of each game or contest.
6. We will respect the decisions of game officials.
7. We believe to have a successful team we must have a will to win but we will enjoy each game or contest; win, lose or draw.

COACHES

CODE OF ETHICS

NATIONAL FEDERATION COACHES ASSOCIATION

The function of a coach is to educate students through participation in interscholastic competition. An interscholastic program should be designed to enhance academic achievement and should never interfere with opportunities for academic success. Each student-athlete should be treated as though he or she was the coaches' own, and his or her welfare should be uppermost at all times. Accordingly, the NFCA Board of Directors has adopted the following guidelines for coaches.

The coach shall be aware that he or she has a tremendous influence, for either good or ill, on the education of the student-athlete and, thus, shall never place the value of winning above the value of instilling the highest ideals of character.

The coach shall uphold the honor and dignity of the profession. In all personal contact with student-athletes, officials, athletic directors, school administrators, the state high school athletic association, the media, and the public, the coach shall strive to set an example of the highest ethical and moral conduct.

The coach shall take an active role in the prevention of drug, alcohol, and tobacco abuse.

The coach shall avoid the use of alcohol and tobacco products when in contact with players.

The coach shall promote the entire interscholastic program of the school and direct his or her program in harmony with the total school program.

The coach shall master the contest rules and shall teach them to his or her team members. The coach shall not seek an advantage by circumvention of the spirit or letter of the rules.

The coach shall exert his or her influence to enhance sportsmanship by spectators, both directly and by working closely with cheerleaders, pep club sponsors, booster clubs, and administrators.

The coach shall respect and support contest officials. The coach shall not indulge in conduct that would incite players or spectators against the officials. Public criticism of officials or players is unethical.

The coach should meet and exchange cordial greetings with the opposing coach to set the correct tone for the event before and after the contest.

The coach shall not exert pressure on faculty members to give student-athletes special consideration.

The coach shall not scout opponents by any means other than those adopted by the league and/or state high school athletic association.

Coaches Contract Information

Upon your assignment to a coaching/advising position, the A.D will outline your approximate dates of employment, as well as your compensation. In general, your "season" runs from the first allowable practice date as set by the MSHSL (or a start date as determined by the A.D. for lower level activities) until the conclusion of your season. For varsity activities, the season ends with the last day of your State Tournament. The compensation is determined by the contract between the district and the Becker Education Association (for schedule C positions). Each coach/advisor will be asked to complete a Request For Disbursement of Schedule C Wages in the Activities Office. This will allow each coach/advisor to choose a one-time lump sum payment at the conclusion of the activity or payment in two equal installments according to the season sport schedule.

Hiring process for coaches/advisors

All Schedule C positions will be posted/hired according to the provisions of the contract between School District 726 and the designated Collective Bargaining Unit (BEA).

Adding coaches/advisors

Safety, Title IX and a positive activity experience are important factors for the Activities Department when considering the number of coaches each activity will hire. In general, coaching requests should be made a year ahead of time within the budgetary process. On occasion, a specific activity may have a large turnout that may necessitate the hiring of additional coaches/advisors. If the head coach/advisor of an activity believes there are sufficient numbers to warrant an additional position, they are encouraged to speak with the A.D. and have the justification (statistics) to justify their request. Upon hearing the justification, the A.D. will look at the budget numbers and will have final authority over whether or not an additional position is requested/added.

Professional and Personal Relationships:

Rapport: A coach must develop good rapport with any number of individuals and groups at the outset: with team personnel; with the student body; with members of the professional staff involved (teachers, custodians, bus drivers); with the community as a whole and particularly with the parents, spectators, and athlete; with the media representatives; and with the corresponding coaches of the league and district.

Cooperation: The Activities Director expects a maximum of cheerful give and take between all individuals association in any degree with the comprehensive activities program. Coaches must work hand-in-hand with the Activities Director, Principal, and other members of the staff. Limited budgets, extended activity programs, and heavy demands on limited facilities make "**cooperation"** the magic word.

Leadership: A coach should be in control at all times. Language, actions, and emotional displays come under close scrutiny, both in practice and game conditions. A coach is responsible for every facet of description: school codes and regulations, MSHSL training rules, game rules, ideals of sportsmanship, even student body and crowd behavior. A coach must instill the "desire" to win, to do well, and to lose with dignity.

General Job Descriptions

Head Coaches:

The head coach has the year around responsibility for the development of his/her particular program. In doing so, the coach would be expected to instruct the athletes in the fundamental skills, strategy, and physical training necessary to realize a degree of individual and team success. In addition, the student participant shall receive instruction that will lead to the formulation of good moral values, pride of accomplishment, acceptable social behavior, self-discipline, and self-confidence.

1. Has a thorough knowledge of the athletic policies in the Activities Handbook that have been approved by District 726 as well as the policies of the MN State High School League, and is responsible for implementation of those policies with the entire coaching staff of their program.
2. Must be able to satisfy all MN State Statute licensure or certification requirements to be a Head Coach in the State of Minnesota.
3. Must be able to complete all MSHSL coaching requirements on or before the deadlines set by the League.
4. Has full responsibility for the overall supervision of the program including JV, B, 9th grade, and Middle School teams.
5. Is in charge of assignments and the delegation of duties for assistant coaches in the program.
6. Encourages professional growth by joining the state coaches association and attending coaching clinics, with the recommendation that assistant coaches also do the same.
7. Organizes parents, coaches/advisors, players, and guests for preseason meetings.
8. Is responsible for seeing that all participants have completed the necessary eligibility paperwork before being allowed to participate in practices or events.
9. Is responsible for the general health and welfare of the students in the activity.
10. Is responsible for the conduct and actions of all participants when under his/her jurisdiction.
11. Is responsible for handing in bus schedules needed in the program and for clearing departure times with the Activities Director or Activities Director's Assistant. A list of the students departing early will also be provided for early dismissals.
12. Will ensure that all participants have transportation home after returning from an away event. In addition, will not leave until each player has been picked up after returning home.
13. Is responsible for supervision of and proper conduct in locker rooms, shower rooms, and play and practice areas and is to make sure these areas are clean and safe for the participants. Must make sure that locker rooms are supervised until all students have left the building.
14. Will secures all doors, lights, and locks before vacating the building.
15. Is responsible for reporting scores and statistics to proper newspapers, radio, and TV stations.
16. Is responsible for keeping emergency phone numbers easily accessible for all coaches in the program and for having an Emergency Action Plan to handle serious injuries. This Plan is also to be on file in the Activities Director's office.
17. Is responsible for the general upkeep and protection of the equipment in the program.
18. Is responsible for a detailed inventory of all equipment at the end of the season, and is responsible for properly cleaning and storing all equipment in the designated areas.
19. Instills, in each participant, a respect for equipment and school property.
20. Works with the Activities Director to recommend program purchases within the allocated budget for their program.
21. Is responsible for keeping records as requested by the Activities Director, especially attendance, injuries, disciplinary problems, and post-season awards. Lists of post-season awards will be given to the Activities Director immediately following the season for record keeping and/or for the printing of awards.

Head Coaches continued:

22. Will complete the post-season evaluation materials provided by the Activities Director and will return those materials in a timely manner at the completion of the season. A face-to-face meeting will be scheduled with the Activities Director to discuss evaluation materials.
23. Will work together with booster organizations and other community groups to positively promote their activity.
24. Has a primary responsibility of striving to build good sportsmanship and developing good public relations in the school and community.

Assistant Coaches:

1. Have an understanding of the rules and regulations regarding the sport as presented in the MSHSL and NFHS rulebooks.
2. Keep abreast of all rules and rule changes; attend rules interpretation meetings, innovative ideas and coaching techniques by attending clinics and reading.
3. Assist head coach in overall development of the program.
4. Assume responsibility for care of equipment and facilities.
5. Assume supervisory control over participants and teams you have been assigned and over all participants when such control is needed.
6. Be in attendance at all practices and games and arrive early for games and practices.
7. Supervise locker room areas until all participants under your supervision have left the building.
8. Emphasize safety precautions; be aware of best training procedures and injury prevention action.
9. Apply discipline in a firm and positive manner.
10. Conduct self and teams in an ethical manner during contests and practices.
11. Instruct participants in rules of the game, rule changes, new developments, and innovative ideas.
12. Is responsible for teaching proper skills under the direction of the head coach.
13. Assist in return, storage, and inventory of equipment.
14. Recommend participants for awards.
15. Assist with awards banquet.
16. Additional responsibilities as assigned by the head coach.

Middle School Coaches:

Middle School coaches are under the direction of the head coach and the Activities Director. The responsibilities listed below are to serve as a guide to middle school coaches. Additional responsibilities may be inherent in certain programs and may be assigned by the head coach or the Activities Director.

1. Has full responsibility for the supervision of the middle school program and is answerable to the head coach and the Activities Director.
2. Is responsible for working with other middle school coaches in the program.
3. Is responsible for keeping practice periods within the confines of the practice schedule set up by the Activities department and for keeping the Activities Director informed of any changes.
4. Is responsible for the protection and upkeep of equipment.
5. Communicate regularly to the head coach and activities director regarding developments in the program.
6. Is responsible for a complete inventory at season end.
7. Is responsible for proper storage of equipment

Middle School coaches continued:

8. Is responsible for keeping records as requested by the head coach and Activities Director such as attendance, injuries, etc.

9. Is responsible for teaching good sportsmanship and developing good public relations in the school and community.
10. Is responsible for seeing that each participant has turned in the proper eligibility forms.
11. Is responsible for the actions and conduct of the team at all times when it is under his/her jurisdiction.
12. Will ensure that all participants have a ride home after returning from road trips, and will not leave until all participants have been picked up by a parent or parent designee.
13. Is responsible for making sure that locker rooms, shower rooms, and practice and game areas are safe and clean.
14. Is responsible for keeping emergency phone numbers easily accessible and having an emergency plan of action.

Volunteer Coaches

Volunteers can be a vital component of successful activities programs. In general, volunteers should be used to augment, not replace, hired coaches and advisors. There are guidelines that must be followed for coaches/advisors to entertain the usage of volunteers in an activity. All volunteers must be pre-approved by the A.D. so a background check form can be filled out and submitted **BEFORE** they begin working with our student-athletes. This does not include the use of parent volunteers for one-time events such as scorekeeping or chaperoning. Volunteers should not transport students in vehicles. If volunteers are utilized, they can supervise students, but should not have sole supervisory authority for students. In other words, volunteers should not be the last one's present at an activity and should not have duties such as locking buildings, fields, etc. A paid coach/advisor must provide oversight of the volunteer.

General Responsibilities For All Coaches

For the purpose of this manual, the term coach refers to any director, advisor, or coach employed by Becker Public Schools.

Any coach in charge of participants at any level and in any activity will be expected to maintain a high degree of integrity for carrying out their duties and responsibilities. Be an example for you athletes in language and behavior (profanity must not be used). Listed below are general expectations / responsibilities:

1. Assign managers and their duties.
2. Be the first to arrive and the last to leave.
3. Be sure that all participants have the proper paperwork completed before they are allowed to practice. Check all players' eligibility online at www.beckeractivities.com.
4. Establish a policy handbook for your activity that includes all rules and regulations, attendance requirements, awards, discipline, and other pertinent information.
5. Prepare a complete roster and necessary information at least one week prior to the first contest so that certified eligibility lists can be sent to the MSHSL, rosters can be sent to opposing schools and programs can be printed.
6. Have first aid equipment and medical information available at all times. Have an Emergency Action Plan for serious injury.

General Responsibilities For All Coaches continued:

7. Always have supervision in the locker room and practice area when possible. Make sure all participants have left the building before leaving.
8. Demonstrate the manner in which equipment is to be worn and taken off and make sure all participants are properly equipped.
9. Have a practice plan for all practices. Should have daily goals to accomplish each day.
10. The head coach is responsible for teaching the skills and techniques of the activity and for instructing other coaches in the program on how the skills and techniques are to be taught.
11. Coaches should be dressed in appropriate workout gear during practice.
12. Coaches should dress appropriately for all games and trips!
13. Coaches should expect their team to dress appropriately and they should set a good example.

Practices

1. All practices are to be supervised by the contracted coaches at all times. Any replacement coach must be approved in advance by the AD.
2. All practices must be scheduled so they can be put on the school calendar. Coaches are to do their best to avoid scheduling practices during parent-teacher conferences or open houses so as to not interrupt the opportunity for students and parents to discuss academic achievement with staff during those events.
3. Sunday meetings and practices with athletes are prohibited by the MSHSL. No practice will be held on Thanksgiving Day or Christmas Day. Practices on other holidays must be voluntary. Practices over extended vacations may be scheduled by the coach with the approval of the AD. No practices will be held after 6:30 on Wednesday.

Injury Care and Reporting

All participants must be reminded repeatedly to report all injuries to their coaches as soon as possible. Coaches should administer first aid they feel qualified to handle and refer the participant to the Athletic Trainer, parents, or physicians for severe injuries.
Each coach/advisor, regardless of level, is ultimately responsible to provide a safe environment for each participant. All coaches/advisors are encouraged to maintain a current CPR and First Aid certification, if possible. If a participant is injured, the coach/advisor shall complete a Becker Schools Injury Report Form and forward copies to the School Nurse, Activities Director and Athletic Trainer. The coach should also contact the parents of the injured athlete to inform them of the injury. Emergency parent contact information is available for coaches at www.beckeractivities.com.

When an athlete/participant is injured and must seek medical treatment, the coach/advisor will ensure that the athlete does not participate again until the participant is cleared/released by the Athletic Trainer. The Athletic Trainer will be responsible for injury management and written clearances/releases provided from a doctor**.**

Discipline With Participants

From your position as the coach, you may provide one of the greatest opportunities to understand the need for discipline that a student may encounter in the total educational experience. Your practice procedures, attendance regulations and game tactics, as well as the manner in which you deal with rule violations will reflect your disciplinary abilities and greatly determine your effectiveness as a coach. The head coach is usually the judge of what shall be done when rules are violated, but the principal and activities director must be informed when any serious violation occurs.

Some standard guidelines might help to be more consistent when major infractions do occur:

1. We want to be firm, but ensure that justice prevails.
2. We are concerned first about what is best for all participants and second with what is best for the individual.
3. Suspension is usually the best device where major discipline is needed because it is felt most strongly by the participant and makes it clear that the team will do without him/her if he/she does not live up to the standards set. It is here that explanations be given fully to the participant and his/her parents. The suspension may be for a definite period of time or it may be indefinite if some type of corrective behavior must be displayed.

Discipline may be the key to the success of your team. Be firm, be fair, and be consistent. Make sure your athletes know the standards by which you are going to run your team.

Transportation Requirements and Guidelines

All team members and managers must travel on the assigned bus unless written permission is received from the parent or guardian in the Activities Office before leaving on the trip. The coaches/advisors will receive notification from the Activities Office if permission is granted. Permission will only be granted for a very special reason and travel must only be with parents or guardians.

Coaches Responsibilities On Trips:

1. Hold a team meeting before departure to finalize the itinerary. Participants should inform parents of these facts. This should be done in writing for special trips such as state meets or overnight trips. Include addresses and phone numbers of hotels. Each participant must double check equipment and assume responsibility for it throughout the trip.
2. Prepare a checklist of equipment needed.
3. Any injured participant may only be released to parents or to the doctor.
4. Inform participants on the safekeeping of valuables.
5. Travel itinerary should be cleared with the Activities Director's office.
6. No inappropriate behavior will be allowed and no obscene language will be allowed. Set standards of behavior and hold to them.

Coaches Responsibilities On Trips continued:

7. Bus/Restaurant/Hotel Conduct:

The coach should double check locker rooms, hotel rooms, restaurants, and bus to make sure nothing is left and that everything is picked up and that no damage is done.Do not tolerate

horseplay, loud shouting, hanging out of windows, or other inappropriate behavior. Set rules up ahead of time. The coach is responsible for bus conduct, not the driver.

8. Use of Opponents Dressing Facilities:

Coaches should discuss with team members appropriate conduct when using dressing rooms. The condition of the facility should be noted upon arrival and before leaving to protect against vandalism. Also, guard against stolen items. Any stolen item is to be turned in to the Activities Director for return to the opponent. Also, double check so equipment is not left behind.

Emergency School Closing

When school is closed or dismissed after being in session due to inclement weather, no formal practice or scheduled events may be held that day. The following policy will be followed:

1. Early Dismissal: When school is dismissed early due to inclement weather, there will be no formal practices or scheduled events that day.
2. Closed for Entire School Day: When school is closed for the entire day due to weather conditions, there will be no formal practice or scheduled events that day.
   **Rare exception may be for a Region-sponsored event. AD, Superintendent of Schools, and Transportation Director will discuss and make a decision based on the safety of any students/staff involved with the activity that is to take place that day.

Business Policies

Budget and Purchasing

1. Uniforms for each activity will be replaced as necessary upon the approval of the AD.
2. All purchasing will be the responsibility of the AD subject to the approval of the Principal's office.
3. Head coaches are responsible for submitting requests for purchases of equipment and capital items to the AD in a timely manner to ensure delivery before the start of the season.

Scheduling

1. All activity schedules are the responsibility of the AD. Each coach is encouraged to assist in the scheduling as much as possible.
2. All officials will be contacted by the AD. Recommendations from coaches are important.

Eligibility of athletes/participants

Before a student can participate in a school-sponsored activity, they must meet certain eligibility requirements. Students should register online at www.beckeractivities.com. Once all of the paperwork is complete, a copy of their most recent physical has been turned into the Activities Office, and the activity fees are paid, they will show up on the online coaches report that they have met the eligibility requirements. Students should not be allowed to participate, even in practices, without all portions of the online eligibility paperwork complete.

Business Policies continued:

It is the coaches/advisors responsibility to be familiar with both the School's and the MSHSL's rules for eligibility. Any reports of school or MSHSL violations should be forwarded immediately to the A.D. Players who are ruled ineligible by the A.D. will still be expected to be part of all team activities/practices and follow the same guidelines as those eligible participants,

except in cases where the participant is excused to be making up missing work or studying for class.

Fundraising

Coaches/advisors should consult the ISD 726 policies on fundraising, as all school or team sponsored fundraisers must be submitted for prior approval by the school board. The accounting of the funds from these fundraisers shall be the responsibility of the coaches and/or individual sports associations. In general, participation in fundraisers shall not be a prerequisite for players or participants and shall not be used to determine playing time issues or status with the team. In addition, the utilization of fundraisers by individual teams should be kept to a minimum.

Money raised should be used exclusively for augmenting the experience for players and should not be used for coaching apparel or other coaching perks. All fundraising requests should be made to the A.D. who will then approve and send it to the Superintendent before it is presented to the board for approval.

Clinics and State Tournaments

1. Coaches that are district employees that wish to attend coaching clinics or state tournaments must get prior approval from the AD and the building principal in which the coach works.
2. Any tuition and expenses for attending a clinic for credit must be paid by the coach.
3. Registration, tickets, and parking for clinics and state tournaments will be paid for by the school district and/or the activity account.
4. Each head coach and top varsity assistant coach/advisor may attend one day of the state tournament/performance for their activity. If the coach/advisor is an employee of the district, the substitute will be paid, but all other related expenses will be borne by the coach/advisor.
5. For teams/individuals participating in the state tournament/performance, the varsity and junior varsity level coaches in that activity will be permitted absences from school to perform their coaching duties.
6. State Tournament Pay (as per BEA contract): Coaches required to work beyond the regular season will be paid:
   For Team Participation: For every week beyond two weeks of the last regular season competition, varsity coaches and varsity assistants will receive 5% of their salary per week of competition.
   For Individual Participation: For every week beyond two weeks of the last regular season competition, varsity coaches and varsity assistant coaches will receive 3% of their salary per week of competition.
   A coach that meets both criteria will be paid the higher of the two amounts. A week is defined as beginning on Monday.

Expense reports (MSHSL, conference/section meetings, etc.)

Occasionally, the MSHSL, the Section and Conference may require attendance at certain meetings for coaches/advisors depending on the level of the activity. For these required meetings, the district will either provide a means of transportation or will reimburse mileage to the coach/advisor. Each coach/advisor should consult with the A.D. in regards to the required meetings for the MSHSL sponsored activity and ensure that mileage reimbursement is built into the budget.

Keys/Fobs

Paid coaches/advisors will be issued keys and fobs for the areas which they need to access for practices and contests. These keys are not to be lent to other unauthorized staff and it is the coaches/advisors responsibility to ensure that areas are secured when the activity is finished. Keys and fobs for lower level coaches shall be turned in to the A.D. at the end of the activity season.

Security

Each district building utilizes a security system and coaches/advisors should become familiar with the operation of the system within a building they will be utilizing for practices or contests. Key fobs for the system will be issued to each paid position coach or advisor and shall not be lent to unauthorized users. It is the responsibility of the coach/advisor to ensure each room or locker room is locked and all participants have left or been picked up before they leave the premises. If the contest or practice is held outside the normal school day or when custodial staff is not present in the building, the coach/advisor will ensure the building is locked down and secured.

Fitness Center usage

Conditioning and strength are key components to successful performance. Supervision is a key factor in ensuring the safety of our students while in the fitness center. Coaches/Advisors shall not open the fitness center for students without supervision. The coach/advisor shall remain in the fitness center to ensure that the proper lifting techniques and the safety of each student is being upheld. Coaches/Advisors should make sure that the Fitness Center and locker room areas are vacated and secured at the completion of the workout session.

General Facility Usage

Coaches and advisors should work with the A.D. before each season to create a facility usage schedule. The scheduling of practice areas will require cooperation and collaboration by all facility area users to ensure maximum utilization of practice areas. Contests, whether middle school or upper level, will take precedence over practices. All activities using the facility must be on the facilities calendar so the custodial staff will be aware of facility usage and double-booking does not occur.

Equipment Check and Inventory

Before each season, coaches/advisors will complete an inventory and safety audit of their equipment and facilities and will inform the Activities Director of any deficiencies. It is the coaches/advisors responsibility to inspect the equipment and facilities to the best of his/her ability before the season in order to provide the safest possible experience for the participants. All equipment must be cleaned, repaired, and stored in the appropriate area at the completion of the season.

Coaches/Advisers Evaluations and End of Season Report

Upon completion of each season, the Activities Director will provide each head coach/advisor with final evaluation/end of season report paperwork that will need to be completed by the coach/advisor. Each head coach/advisor should then schedule a time with the Activities Director to complete a season and program evaluation. At this time, the Activities Director shall discuss the progress of both the coach and the program and evaluate the direction of the program for the future. Areas of needed remediation shall also be identified (if applicable). Head

Coaches/Advisors are encouraged to have a discussion with each coach in their 7-12 program as an evaluation of their performance for the season. The Head Coach should be able to also notify the Activities Director of any coaching vacancies that the program may face for the next school year/season. It is the responsibility of the head coach to keep and maintain all records, both team and individual and to submit a summary of the season including participants, won-loss record, award winners, and recommendations for the program to the AD. This should be completed 3 weeks following the completion of the season.

Awards, Lettering Guidelines

A list of the activity awards are listed in the Activities Handbook. While an individual coach has discretion on the awards to be given, the Activities Department will only provide those listed in the Activities Handbook. The purchase of any additional awards will be the responsibility of the individual program. All coaches/advisors are expected to follow the lettering guidelines as printed in the Activities Handbook. If lettering guidelines have changed, it is the responsibility of the head coach to inform the Activities Department of those changes so the handbook can be updated.

Activities Banquets

The head coach will make arrangements for their individual awards banquet. The AD's office should be informed of the date so that it can be placed on the school calendar. The expenses for the activity banquets are the responsibility of the program.

Conflict Resolution Protocol/Chain of Command

In order to respect the rights of all involved parties, a system has been implemented to deal with concerns that may arise during the season. This chain of command is important to ensure these concerns are dealt with in a timely and productive manner.

I have a conflict? How do I proceed?

Conflict is almost inevitable when working with passionate, highly focused and dedicated people. While good communications and clear guidelines will help limit conflict, there must be clear protocols in place to deal with conflict when it arises.

The following steps should be followed when a concern is voiced. Our goal should be to resolve conflict at the lowest intervention level possible, but do not hesitate to follow the entire process if necessary. It is always wise to keep the Activities Director aware of any conflicts that are being handled in your program, no matter what level the intervention is at currently.

Steps in Resolution of Conflict

Parents and coaches/advisors are strongly encouraged to maintain open lines of communication. A procedure has been developed for the purposes of establishing and maintaining the lines of communication between the school, parents/guardians and students, for the resolution of concerns related to the activities program.

The steps below are designed as protocol to follow until resolution is reached. If an issue rises to steps 3 or above, it is to be guided back to step 1. **Every effort should be made to resolve all issues at the lowest possible level. A majority of issues are solved at the first step if allowed to occur.**

Step 1 Coach/Advisor/Student: The student and the coach/advisor will meet to discuss the issue. This meeting should occur within five days of the incident. The goal of this meeting is to bring closure to the concern.

Conflict Resolution Protocol/Chain of Command cont'd

Step 2 Coach/Advisor/Student/Parent: The parent and student should schedule a meeting with the coach/advisor within five school days of incident or within five days of the initial meeting between the coach and student. Meeting time must be convenient to both parties. The meeting agenda is limited to the initial issue. Coaches/advisors may request administrative presence at the meeting, but the coach/advisor will run the session and provide a detailed summary for the Activities Director.

In order for the discussion between the parent and coach to be productive, the following times to approach a coach/advisor should be **avoided:**

• either prior to or immediately following a game **(24-hour cooling off period)**
• during a practice session
• during a time when other teammates are present
• a time when it is apparent there will not be sufficient time to allow for a complete discussion.

Step 3 Coach/Advisor/Student/Parent/AD: If no closure is attained at the meeting, the coach/advisor must create a written summary of the meeting within five school days for review by the Activities Director. If the parent requests a meeting with the Activities Director, a **Step 3 Form**

Conflict Resolution Protocol/Chain of Command continued:

must be completed by the person with the conflict, and turned into the Activities Director. The Activities Director will set up a meeting with the coach/advisor, parent, and student (at the discretion of Activities Director). After the meeting, the Activities Director will make a ruling on the issue and share the findings and solution strategy with the family, coach/advisor, and building principal.

Step 4 Parent/Principal: If the established ruling/strategy is still unacceptable to the family they may then meet with the building principal to discuss alternatives. The Activities Director, coach/advisor, and/or student will meet with the parent and principal at the principal's discretion.

Other key points:

• Playing time and team selection are determined solely by the coaching staff. These discussions should be between the coach/advisor and the student. A parent may only be involved in these discussions if the student is present (should not exceed step two).
• Calls should be directed to school contact numbers only.
• Data privacy rules must be maintained; do not discuss other students.
• Failure to follow the process may impact the final ruling on the issue.
• If the parent refuses to involve the student in the process, the conflict resolution process is compromised.

Respectful communication is expected between both parties; if at any time the meeting becomes confrontational, it will be rescheduled.

Guidelines for Playing Time

All playing/participation time is not a right but a privilege that is earned through sportsmanship, team play, mental discipline, regular attendance at practices, and hard work.

Varsity Sports/Activity Philosophy

Becker has chosen to compete at the interscholastic level rather than at the intramural level. With this in mind, winning is an important part of our program. We feel we can best challenge our athletes/activity

participants to develop their abilities through this type of program. By no means is it a win at all costs philosophy but a strong effort to win the contest will be made by the players/participants and the coaches. For non-competitive activities or ones without an opponent or standards based judging, a strong effort to achieve maximum potential will be the focus.

At the **Varsity** level, the head coach shall determine the playing time of individual players. An effort will be made to win the contest and there is no guarantee of playing time.

At the **Junior Varsity** level, the coach shall determine the playing time of individual players. However, the emphasis on winning will be less than at the varsity level. At the Junior Varsity level, coaches shall try to develop players to enable them to be ready for varsity level competition.

At the **Sophomore** level, the coach shall determine the playing time of individual players. At this level, an emphasis will be placed equally upon winning and player development. All playing time will not be equal, but all players will be given an opportunity to develop their skills through practices and contests.

At the **Freshman** level, the coach shall determine the playing time of individual players. Player development will be the main focus of this level, yet the goal of the contest will be to be competitive and win when possible while still allowing every participant the chance to compete. Extra time may be scheduled to allow the less skilled players the opportunity to compete.

Middle School Sports/Activity Philosophy
At these levels of competition, the emphasis is put on participation both during contests and during practices. Each participant will be given the opportunity to develop his/her skills. Contests will be scheduled to develop the students' abilities as well as to prepare them for competitive situations. Teams may be divided by skill level, and the coach will still determine playing time for individuals, but an emphasis will be placed on equal time for all. A goal is set to win the contest but not at the cost of not allowing a certain individual a chance to participate. Playing time will be as equal as possible in the Middle School levels, but will be based on other factors as the level of the sport/activity increases by grade level.

Title IX Guidelines
Questions concerning Title IX should be directed to the Title IX Coordinator, Jennifer Lorentz. Because compliance is a top priority for our programs, it is asked that coaches/advisors communicate with the Title IX Coordinator on any issues that could affect our district's commitments regarding Title IX.

Recruiting Policies
It is the goal of Becker schools to maximize participation in each of its activities. As part of this process, coaches and advisors are expected to recruit potential participants for their activity. In general, only those students not currently participating in a same season activity should be approached and/or asked to participate. A good rule of thumb is for all coaches and advisors to ask a student first if they currently participate in an activity during said season. If the student answers in the affirmative, wish the student luck in their activity. If not, then it is permissible and encouraged for coaches and advisors to invite the student to join their activity or learn more about the activities being offered during that time.

Academic Extracurricular Activities
Becker offers several academic extra-curricular activities and encourages students to be involved in these activities. Some examples of current offerings include Visual Arts, Drama (HS Musical, MS Musical, and One and Three Act/Spring plays), and Yearbook. Coaches of sports teams are encouraged to work with students who are involved in these academic extracurricular activities to accommodate schedules when possible. Advisors of these academic extra curricular activities are encouraged to work with the A.D. and

communicate on a regular basis about said activity and provide suggestions or recommendations about the program and its needs.

Academic Lettering
There are opportunities for students to earn recognition for academic achievement. Such opportunities include: academic lettering, academic all state awards, and MSHSL Spotlight on Scholarship awards, and the Scholar Athlete Award. Each coach/advisor should work with the A.D. to ensure that academic excellence is honored by each sport/activity.

Key Topics for Coaches to Review Prior to Their Season

- Coaches Meetings
- Use of Social Media
- Student/Parent Meetings
- Grading / Academic Policy
- School District Hazing Policy
- Attendance
- MSHSL Dashboard information

ACTIVITIES HANDBOOK



SCHOOL SPONSORED ACTIVITIES GRADES 7-12

TABLE OF CONTENTS:

Activities Department Mission Statement	**pg. 3**
Becker High School Philosophy & Sports Philosophy	**pg. 4**
School Song	**pg. 5**
Activities offered at Becker High School	**pg. 5**
Sportsmanship Code of Ethics	**pg. 6**
MSHSL Rules and Regulations	**pg. 6-10**
Becker High School Procedures	**pg. 10-11**
Guidelines for the use of Social Media	**pg. 11-12**
Conflict Resolution Protocol	**pg. 12-14**
Limiting Squad Size	**pg. 15**
Acceleration Policy	**pg. 15-16**
Activity Fees	**pg. 16-17**
Lettering	**pg. 17-19**
Concussion Protocol	**pg. 20-22**
Special Awards	**pg. 23-24**
MSHSL 300.00 Bylaws	**pg. 25-33**

Activities Department Mission Statement

District Vision: Preparing self-directed learners to thrive in a changing global community.

Activities Vision: Instilling key life principles for success.

We Believe That:

1. participation in high school activities helps to develop **positive attitudes**, **good citizenship**, **sportsmanship**, a **competitive spirit**, and **confidence**

2. student activities provide **life-long learning opportunities** for all students

3. student activities promote **perseverance**, thus helping our student participants face challenges with a "can do" attitude

4. student activities help to teach our student-athletes **resiliency** when experiencing a loss and thus, the ability to bounce back and continue to compete

5. student activities provide a program whereby the **safety** and **welfare** of the participants shall, at all times, be paramount to the outcome of the contest

6. student participants learn the value of **teamwork** through developing positive relationships with teammates, opponents, and coaches

7. student participants enhance **physical**, **mental**, and **spiritual well-being** through participation

8. the **character** of the student participant is enhanced through the successes and failures that come through participation

PHILOSOPHY

The contents of this handbook apply to all Becker Public Schools activities in grades 7-12 unless specifically stated otherwise.

The educational program in Becker will provide the opportunity and the incentive for each student athlete to develop mentally, physically, morally, and socially to the fullest of his/her abilities. The educational program shall be directed toward the welfare and the best interest of the student participant.

Becker High School is of the belief that athletics and activities are an integral part of the educational system. It is believed that athletics and activities contribute to the educational process of developing well rounded individuals and young adults. Through the combined support and efforts of the community; school district and activities staff, students are given the opportunity to participate in the activities program as spectators and competitors.

These educational experiences allow students to benefit in such areas of development as: interpersonal relationships, group interaction and cooperation, self concept and character, goal setting and values, leadership, initiative, self discipline, loyalty, sportsmanship, physical skills and growth, and the personal prides and satisfaction of participation and competition.

Since life demands many of the same qualities that are developed through activities, this opportunity will assist in preparing our students to meet life's challenges as contributing, worthwhile citizens.

SPORTS PHILOSOPHY

1. All playing time is not a right but a privilege that is earned through sportsmanship, team play, mental discipline and hard work.

2. Varsity Sports Philosophy: Becker has chosen to compete at the interscholastic level rather than at the intramural level. With this in mind winning is an important part of our program. We feel we can best challenge our athletes to develop their abilities through this type of program. By no means is it a win at all costs philosophy but a strong effort to win the contest will be made by the players and the coaches.

3. Junior Varsity and Middle School Sports Philosophy: At these levels of competitions the emphasis is put on participation both during contests and during practices. Each participant will be given the opportunity to develop his/her skills. Contests will be scheduled to develop the students' abilities as well as to prepare them for competitive situations. A goal is set to win the contest but not at the cost of not allowing a certain individual a chance to participate.

SCHOOL SONG

ONWARD BECKER, ONWARD BECKER,
FIGHT THROUGH THICK AND THIN,
FOR THE GLORY OF THE SCHOOL BOYS/GIRLS,
THEN WE'RE SURE TO WIN,
RAH-RAH-RAH.
ONWARD BECKER, ONWARD BECKER,
FIGHT ON FOR YOU FAME.
FIGHT FELLOWS/GIRLS FIGHT-FIGHT-FIGHT
AND WIN THIS GAME.
B-U-L-L-D-O-G-S
BULLDOGS
BULLDOGS
GO!

SPORTS OFFERED AT BECKER HIGH SCHOOL

Season	Boys/Girls	Sport	Grades
A. Fall	Girls	Volleyball	7-12
	Boys	Football	7-12
	Boys/Girls	Cross Country	7-12
	Girls	Swimming/Diving	7-12
	Girls	Tennis	7-12
	Boys/Girls	Soccer	7-12
B. Winter	Boys/Girls	Hockey	9-12
	Boys/Girls	Basketball	7-12
	Boys	Wrestling	7-12
	Girls	Gymnastics	7-12
	Girls	Competitive Dance	7-12
	Boys	Swimming/Diving	9-12
C. Spring	Boys/Girls	Track	7-12
	Girls	Softball	7-12
	Boys/Girls	Golf	7-12
	Boys	Baseball	7-12
	Boys	Tennis	7-12
	Girls/ Boys	Lacrosse	9-12
	Boys/Girls	Trap League	9-12

ACTIVITIES/FINE ARTS OPPORTUNITIES

Musical Production (Middle School and High School productions)
Speech
Robotics
Three-Act Play(Spring Play)
One-Act Play
Visual Arts

SPORTMANSHIP CODE OF ETHICS

Sportsmanship is characterized by courtesy, fairness and respect. It is interpreted by the conduct of the participants, coaches, advisors, school staff and spectators. We at Becker are continually striving to maintain and improve these qualities.

Becker School District has adopted the following Sportsmanship Code:

1. We will be courteous in speech and action at all times.
2. We will respect our opponent at all times.
3. We will be loyal to our own team but also applaud the abilities of players on all teams.
4. We will obey instructions given by schools and those in charge.
5. We will play according to the rules of each game or contest.
6. We will respect the decisions of game officials.
7. We believe to have a successful team we must have a will to win but we will enjoy each game or contest; win, lose or draw.

MSHSL RULES AND REGULATIONS

I. All Minnesota State High School League rules shall be enforced and these local additions:

A. Academic Eligibility – Scholastic Grading Policy:

Philosophy: This policy is not intended to use ineligibility as a punishment for failing grades. Student learning is a priority and decisions regarding eligibility should reflect a commitment to meeting the needs of students in activities. Because these needs are so varied, the scholastic policy must reflect some flexibility.

1. A student that receives one or more "F's" or "U's" as a mid-quarter grade is placed on academic probation for the remainder of the grading period (quarter). These students will initially be ineligible for a period of one week, during which time he or she is ineligible to participate in activity contests. Subsequent eligibility status will be determined on a weekly basis for the remainder of the grading period (quarter). At this point, students must be passing all classes on a weekly basis to participate in contests. A student who passes all of his or her classes at the end of this term will no longer be on academic probation.

2. Students who receive a grade of "F" or "U" as a quarter grade are placed on academic probation for the entirety of the next grading period (quarter). These students will initially be ineligible for a period of one week, during which time he or she is ineligible to participate in activity contests. Subsequent eligibility status for said student shall be determined on a weekly basis for the remainder of the grading period (quarter). If the student passes all classes at the end of the grading period (quarter), he or she shall be removed from academic probation.

3. Any student that receives an F or U at the end of quarter 4 will be on academic probation in the fall and subject to the guidelines in #2 above. Subsequent eligibility status for said student shall be determined on a weekly basis for the remainder of the quarter one grading period. If the student passes all classes at the end of the grading period, he or she shall be removed from academic probation. Any student successfully completing summer school will not be placed on academic probation to start the fall season.

4. A grading committee consisting of the Principal, Coach, Assistant Principal and Activities Director shall have the authority to review and rule on the eligibility of students with special or unusual circumstances.

5. Ineligible students are not allowed to dress or participate in any contests but are allowed to attend practices during the period of ineligibility.

6. All Student participants must be "on-track" to graduate from Becker High School to participate in an activity, as per MSHSL guidelines and BHS Scholastic Grading Policy (see page 3).

Notice to Becker Students: the use of alcohol, tobacco and drugs is <u>wrong</u> and <u>harmful.</u>

B. <u>Use of Alcohol, Tobacco, and Drugs:</u>

During the "calendar year" or during the season of practice, play or rehearsal, regardless of the quantity a student shall not use or be in possession of a beverage containing alcohol; or use, consume, <u>have in possession,</u> buy, sell or give away marijuana, tobacco, or any substance defined by law as a drug. It is not a violation for a student to be in possession of a legally defined drug specifically prescribed for the student's own use by her/his doctor.

1. First Violation:
   Penalty: After confirmation of the first violation, the student shall lose eligibility for the next two (2) consecutive interscholastic events or two (2) weeks of a season in which the student is a participant, whichever is greater. No exception is permitted for a student who becomes a participant in a treatment program.

2. Second Violation:
   Penalty: After confirmation of the second violation, the student shall lose eligibility for the next six (6) consecutive interscholastic events in which the student is a participant, or three (3) weeks, whichever is greater. No exception is permitted for a student who becomes a participant in a treatment program.

3. Third Violation:
   Penalty:
   a. After confirmation of the third or subsequent violations, the student shall lose eligibility for the next twelve (12) consecutive interscholastic events in which the student is a participant, or four (4) weeks, whichever is greater.

   b. If, after the third or subsequent violations, the student; on her/his own volition; becomes a participant in a chemical dependency program or treatment program, the student may be certified for reinstatement in MSHSL activities after a minimum period of six (6) weeks. Such certification must be issued by the director or counselor of a chemical dependency treatment center. Any student that goes through a drug dependency program to seek eligibility must work with the coordinator of the chemical dependency program at Becker High School. The above regulations are <u>in addition to</u> any and all eligibility rules and regulations as set for by the Minnesota State High School League.

C. <u>Use of Alcohol, Tobacco and Drugs-Co-curricular Activities Category II Penalties:</u>

Events shall be defined as all activities except daily class hours and concerts. This includes pep band, marching band, contests, drama productions, speech meets, etc.

A student who participates in Category I (athletics) and Category II (co-curricular activities), will be ineligible in both categories until each penalty is fulfilled.

1. First Offense:
   The student shall lose eligibility for the next event or for two weeks of a season in which the student is a participant, whichever is greater.

2. Second Offense:
   The student shall lose eligibility for the next two events or four weeks of a season in which the student is a participant whichever is greater.

3. Third Offense:
   The student shall lose eligibility for the next three events or eight weeks of a season in which the student is a participant, whichever is greater. A recommendation shall be made for chemical dependency help.

II. Penalties shall be progressive beginning with the first violation and continuing through the student's high school career. Penalties shall be served consecutively.

III. The penalties for violations set forth by the Activities Department, which exceed those of the MSHSL, must be obeyed.

IV. MSHSL Denial Disqualification: A student shall be disqualified from all interscholastic events for nine additional weeks beyond the student's original period of ineligibility when the student denies violation of rule, is allowed to participate, and then is subsequently found guilty of the violation.

V. Any eligible student enrolled at Becker High School who misses the first five days of practice when school is in session will not be allowed to participate in the sport of the current season. If a student has a conflict that will not allow them to come out in the first five days they should contact the coach and explain the situation.

VI. Any player who is present in school but fails to participate or receive permission from his/her coach to miss practice three times will be removed from the sport for the remainder of the season. If a player at any level (MS or HS) quits, the coach must notify the parents and the Activities Office.

VII. Students involved in any extracurricular activity scheduled during or after the school day may not participate in after school activities or programs if they have an unexcused absence from any class during the day, have been suspended from class, or missed more than 2 blocks of the school day. In addition, students who are suspended or administratively dismissed from school are not eligible for practice or participation on the day of the suspension or dismissal. Any extenuating circumstances will be reviewed by administration, however the schools policy governing excused absences shall be the determining factor and the decision by administration is not subject to appeal.

VIII. Students wishing to participate in more than one sport per season must seek the permission from the activities office. A meeting involving both head coaches, the activities director, a building administrator, the student and his/her parents/guardians will be held to establish guidelines to ensure the student can be successful in this arrangement.

IX. A student must end the season in good standing with the team in order to receive his/her awards. If a student is ineligible because of tobacco, drugs, or alcohol use he/she will not receive his/her awards. A student with a violation will not be eligible for a captain's position.

X. A student assigned time in I.S.S. will not practice or play until the time in I.S.S. is completed. A student assigned detention after school will not play or practice until the last day of detention is completed. Students suspended for all or part of a day will not be eligible to play or practice the same day. Students sent home on administrative dismissal are also ineligible to play or practice the same day.

Sexual Harassment and Sexual Violence Policy, Rules, Penalties and Recommendations for Student Participants in MSHSL-Sponsored Athletic and Fine Arts Activities.

High School Principal is Title IX coordinator.

I. General Statement of Policy.

The Minnesota State High School League believes that all individuals should be treated with respect and dignity. Students should be able to participate in League-sponsored activities in an environment that is free from sexual harassment and sexual violence. It shall be a violation of this policy for a student participant in League activities to harass a person through conduct or communication that is determined to be sexual harassment or sexual violence by this policy.

II. Responsibilities of the Minnesota State High School League and its member schools are required by state and federal law.

A. Title IX, of the Federal Education Amendments of 1972 prohibits sex-based discrimination against students by education institutions.

B. Title VII, 1980 is interpreted by the Equal Employment Opportunity Commission to include sexual harassment as a form of sex discrimination in employment, and provides a definition of sexual harassment.

C. Minnesota State Human Rights Act, Minnesota Statute Chapter 363A, defines sexual harassment as a form of sex discrimination in education and employment.

D. Minnesota Statues Section 121A.03 (Sexual Harassment and Violence Policy) requires each school board to adopt a written sexual harassment and sexual violence policy that is clear and understandable. The policy shall apply to pupils and employees, including reporting procedures, and set forth disciplinary actions that will be taken for violation of the policy.

E. Minnesota Statues Section 128C.02, Subd. 2, (Sexual Harassment and Violence Policy and Rules) requires the Minnesota High School League to adopt a policy, rules, penalties, and recommendations addressing sexual harassment and sexual violence toward and by participants in League activities.

F. Minnesota Statutes Section 609.341 et seq. establishes statutory penalties with respect to sex crimes.

III. Sexual Harassment and Sexual Violence Defined.

Please refer to Becker School District website: www.becker.k12.mn.us for the **Policy 413 Harassment and Violence.** You can find the policy under the School Board/Board Minutes tab. Scroll down to policy 413.

Good Standing and General Eligibility Requirements

I. Good Standing

In order to be eligible for regular season and League tournament competition a student must be in good standing.

Definition: The term "Good Standing" shall mean that the student is eligible under all the conditions and eligibility requirements of that school as well as the eligibility requirements of the Minnesota State High School League.

II. Student Code of Responsibilities

Participation in interscholastic activities is a privilege which is accompanied by responsibility. As a student participating in League sponsored activities, I understand and accept the following responsibilities:

A. I will respect the rights and beliefs of others and will treat others with courtesy and consideration.

B. I will be fully responsible for my own actions and the consequences of my actions.

C. I will respect the rights and property of others.

D. I will respect and obey the rules of my school and the laws of my community, state, and country.

E. I will show respect to those who are responsible for enforcing the rules of my school and the laws of my community, state, and country.

F. I will show to respect to my parents, teachers, and coaches.

III. Penalty

A student who is dismissed (i.e. suspended) from school or who violates the Student Code of Responsibilities is not in good standing and is ineligible for a period of time as determined by school officials acting on the authority of the local board of education. The League specifically recognizes that certain conduct requires penalties that may exceed those penalties typically imposed for first violations. For example, when a student is suspended from school the student is not in good standing and cannot begin to serve the participation penalty until the student has completed the suspension from school and is returned to good standing.

PROCEDURES TO FOLLOW AT BECKER HIGH SCHOOL

1. All students must have a physical (good for three years), a parent's permission form (each year) and an eligibility form (each year) on file in the activity director's office before they will be allowed to play or practice.

2. Each head coach will organize and hold a team banquet at the end of each season.

3. Any athlete that sees a doctor about an injury must receive written permission from that doctor to return to practice or to play in a game.

4. After School Meetings:

a. Students attending meetings should notify the coach in person, prior to the meeting and as soon as possible.

b. Students will return to practice with a pass from the teacher that called the after school meeting.

c. If any activity requires an athlete to miss a number of practices, arrangements must be made each week between the student, the coach and the teacher. If satisfactory arrangements cannot be made the student will have to make a choice between the two activities.

d. Academic make up work is an excused absence for missing practice time. The student needs to arrange this with the coach and teacher.

5. Student Council or NHS may meet after school. Participants who are Student Council Members and/or NHS members are excused from practice for this purpose.

GUIDELINES FOR THE USE OF SOCIAL NETWORKING MEDIA

As an educational institution, Becker High School supports and encourages the rights of individuals to free speech. However, student athletes should be concerned with any behavior that might embarrass themselves, their families, their teams, their community and /or Becker High School. This includes any activities conducted online through social networking sites (i.e. Facebook, MySpace, Friendster, Twitter, podcasting, blog sites, You Tube, or chat rooms among others).

Participation in athletics at Becker High School is a privilege, not a right. As a student-athlete at Becker High School, you are a representative of the school and the community, and as such, you are always in the public eye. This fact places certain additional demands upon how you must live your life.

If you participate in any of the aforementioned public media, please be aware of the following guidelines relating to your involvement in extracurricular activities at Becker High School:

1. You should not post information, photos, or other items that could embarrass you, your family, your team, the Activities Department, or Becker High School. This includes items that may be posted on your page by others.

2. Disparaging remarks about teammates, coaches, or school officials can serve as grounds for suspension from competition or dismissal from teams, as well as possible legal ramifications.

3. Student-athletes may face disciplinary measures for violation of team policies, athletic department policies, state athletic association guidelines and/or state and federal laws. Any admissions of conduct in violation of any of these policies or laws found on a student-athlete's website may subject him or her to disciplinary measures. Any depictions of conduct in violation of any of these policies or laws found on a student-athlete's website will be subject to a full investigation. Also keep in mind that local police or sheriff's offices or other law enforcement agencies may check these websites regularly.

In addition, the following are general guidelines to be aware of if you are an active participant in social networking:

A. Before participating in any online community, understand that anything posted online is available to anyone in the world. Any text or photo placed online is completely out of your control at the moment it is placed online, even if you limit access to your site.

B. It is recommended that you exercise caution in posting your address, phone numbers, birth date, or other personal information.

C. Be aware of who you add as a friend to your site. Many people are looking to take advantage of student-athletes or seek connection with student-athletes to give them a sense of membership on a team.

D. Be cognizant of the fact that many employers and colleges also monitor these sites. You should be aware that any information posted on these websites may prevent you from obtaining a job or prevent you from attending the college of your choice.

CONFLICT RESOLUTION PROTOCOL

I have a conflict? How do I proceed?

Conflict Resolution Protocol
Conflict is almost inevitable when working with passionate, highly focused and dedicated people. While good communications and clear guidelines will help limit conflict, there must be clear protocols in place to deal with conflict when it arises.
The following steps should be followed when a concern is voiced. Our goal should be to resolve conflict at the lowest intervention level possible, but do not hesitate to follow the entire process if necessary. It is always wise to keep the Activities Director aware of any conflicts that are being handled in your program, no matter what level the intervention is at currently.

Steps in Resolution of Conflict
Parents and coaches/advisors are strongly encouraged to maintain open lines of communication. A procedure has been developed for the purposes of establishing and maintaining the lines of communication between the school, parents/guardians and students, for the resolution of concerns related to the activities program.
The steps below are designed as protocol to follow until resolution is reached. If an issue rises to steps 3 or above, it is to be guided back to step 1. **Every effort should be made to resolve all issues at the lowest possible level. A majority of issues are solved at the first step if allowed to occur.**

Step 1 Coach/Advisor/Student: The student and the coach/advisor will meet to discuss the issue. This meeting should occur within five days of the incident. The goal of this meeting is to bring closure to the concern.

Step 2 Coach/Advisor/Student/Parent: The parent and student should schedule a meeting with the coach/advisor within five school days of incident or within five days of the initial meeting between the coach and student. Meeting time must be convenient to both parties. The meeting agenda is limited to the initial issue. Coaches/advisors may request administrative presence at the meeting, but the coach/advisor will run the session and provide a detailed summary for the Activities Director.

In order for the discussion between the parent and coach to be productive, the following times to approach a coach/advisor should be **avoided:**
• either prior to or immediately following a game (24-hour cooling off period)
• during a practice session
• during a time when other teammates are present
• a time when it is apparent there will not be sufficient time to allow for a complete discussion.

Step 3 Coach/Advisor/Student/Parent/AD: If no closure is attained at the meeting, the coach/advisor must create a written summary of the meeting within five school days

for review by the Activities Director. If the parent requests a meeting with the Activities Director, a **Step 3 Form** must be completed by the person with the conflict, and turned into the Activities Director. The Activities Director will set up a meeting with the coach/advisor, parent, and student (at the discretion of Activities Director). After the meeting, the Activities Director will make a ruling on the issue and share the findings and solution strategy with the family, coach/advisor, and building principal.

Step 4 Parent/Principal: If the established ruling/strategy is still unacceptable to the family they may then meet with the building principal to discuss alternatives. The Activities Director, coach/advisor, and/or student will meet with the parent and principal at the principal's discretion.

Other key points:
• Playing time and team selection are determined solely by the coaching staff. These discussions should be between the coach/advisor and the student. A parent may only be involved in these discussions if the student is present (should not exceed step two).
• Calls should be directed to school contact numbers only.
• Data privacy rules must be maintained; do not discuss other students.
• Failure to follow the process may impact the final ruling on the issue.

• If the parent refuses to involve the student in the process, the conflict resolution process is compromised.
Respectful communication is expected between both parties; if at any time the meeting becomes confrontational, it will be rescheduled.

CONFLICT RESOLUTION PROTOCOL STEP 3 FORM

I/We have met with_____ (Coach/advisor)

in the sport/activity of_____

to resolve a matter(s) of concern.

I/We do not feel that these concerns have been resolved and request a meeting as outlined in

Step 3 of the Procedures for Handling Conflict Resolution Protocol.

Person requesting the meeting: _____
List briefly the problem(s) or complaint(s):

1.

2.

3.

4.

Signature of Student: _____

Signature of Parent: _____

Date:_____

LIMITING SQUAD SIZE

If a 9-12 activity has a large number of participants, too large to safely and effectively conduct practices, the coach/advisor may limit the squad size. If this is deemed necessary, there will be an evaluation/tryout period for that activity as determined by the coach or advisor. If a student participant does not qualify for team membership following the evaluation/tryout period, the participant will be offered a full refund for the activity fee paid.

ACTIVITIES ACCELERATION POLICY

Participation By students on athletic teams representing the secondary schools on Independent School District #726 will normally be limited to those students representing the school that they attend for regular classes. Such teams constitute an integral part of the total secondary program and are primarily designed to serve the needs of only the students of that school.

This policy represents the basic guideline for athletic participation in Independent School District #726. However, on rare occasions, a middle school athlete may be so physically and emotionally mature, as well as athletically gifted, that consideration should be given to allowing that student to leave his/her middle school team and compete at the senior high level. Such a decision requires a thoughtful and critical look at the needs of the student and concern for his/her physical, mental, and emotional well being, and the best interests of the student's total development. In addition to the specific student concerns, the effect on the middle school and senior high school programs must be considered. At the middle school level, emphasis shall be placed on participation and skill development as compared to the philosophy of stronger competitiveness and playing to win at the senior high level. The welfare of the student must be the focus of all recommendations and decisions.

CONSIDERATIONS TO EXAMINE

- Physical abilities and emotional needs of the student(s).
- Effect on both middle school and high school programs.
- Academic performances of the student(s).
- Student, parents, coach, principal, and activities director are in agreement.

ACCELERATION PROTOCOL

1. The head varsity coach will initiate in writing the proposed acceleration to the high school activities director.
2. The varsity coach, middle school coach, middle school principal, high school principal, and activities director will meet to discuss the proposed acceleration and come to a mutual agreement if the acceleration should take place.
3. If the recommendation is to further consider acceleration, the parents/guardians and the student will then be notified by the head varsity coach and asked to review the recommendation in a meeting with the coach and activities director both present.
4. Once the student has been accelerated, the student will have a two-week evaluation period. At the end of that time, a final decision on placement for the season shall be made.
5. Once the student has passed the two-week evaluation period, the student must remain at the level and may not return to a lower level for the remainder of the season. The athlete would not play at the lower level when accelerated level of competition has been completed in the same season.

DEFINITIONS

A. Grade levels 9, 10, 11, and 12 shall be considered as senior high program.
B. Grades 7 and 8 shall be considered the middle school program.
C. **Individual or Team Programs:**

Students in 7th and 9th grade are strongly encouraged to participate in programs available at their age level. While MSHSL rules state that all 7-12 students are eligible to participate in the 9-12 program, it is the general practice of School District #726 not to accelerate students from middle school programs to senior high school MSHSL team programs. However, when extenuating circumstances arise, any exceptions to this practice will be reviewed through the use of the Acceleration Protocol.

D. **Combined Individual/Team Programs:**

Some programs have combined middle and high school levels to ensure the opportunity for all students. In 7-12 combined programs, students are eligible to compete without use of the Acceleration Protocol.

All names of 7th and 8th grade students competing at a JV or Varsity level in combined programs shall be promptly forwarded to the Activities Office. This information will also be given to the middle school administration.

NOTE: 6th grade students are not eligible to participate in any 7-12 activity programs (as per MSHSL policy).

FEES

Each school year an activity fee will be charged for participation in each activity and/or sport.

I. Fee System

A. Fee amounts are set by the school board each year.

II. Refunds

A. When injury or illness prevents continuation in the sport a refund will be made provided.

1. That a doctor's statement substantiates the injury or illness.

2. The injury or illness occurs before the time of the first contest.

B. When a transfer is made out of Becker School District a refund will be made provided that the transfer occurs before the time of the first contest.

C. If a student quits a sport there will be NO REFUND.

D. If a student is dismissed from a sport because of disciplinary reasons or an infraction of the eligibility rules there will be NO REFUND.

E. After the first contest no refund will be made for any reason. This is due to the fact that the benefits of the sports equipment usage will have accrued to the amount of the fee.

F. A student who is seeking a refund must receive a Refund Request Form from the Activities Director. Parents must fill out the form and return it to the A.D., who will process the request. Refunds will be made by check from the district office upon receipt of a Refund Request Form, and after school board approval.

III. Accounting for Fees

A. A record of fees collected will be kept on file in the Activities Director's Office.

B. Receipts will be issued (upon request) for payment of fees made in cash.

IV. Reduction of Fees due to hardship

A. It is possible to have an activity fee reduced in cases of undue hardship.

1. Parents or guardians can request a reduction of fees by filling out the School District's Free and Reduced Lunch Form. If the paperwork qualifies the family for Free lunches or reduced lunches fees will be reduced. Detailed information for fee amounts is available in the activities office.

MSHSL STATE TOURNAMENT

1. All students may attend state tournaments.

2. Each student who attends a session during school time must have written permission from their parents and approval from the attendance office. The student must notify the teacher of the absence, and all class work missed must be completed before the absence or on the day the student returns to school.

VARSITY LETTER PHILOSOPHY

The varsity letter award is presented to the participants that reach a high level of achievement in each activity. The purpose of the award is to have the participants set their sights high and to work diligently to reach those goals. Once achieved, the participant should feel proud of his/her accomplishments.

ATHLETIC LETTERS

The following apply to all activities:

1. The student must be an athlete which the activities department feels is deserving of this award.
2. Seniors will be given a letter award for three successive years (10th, 11th and 12th grades) of service in an activity.
3. The student must abide by training rules, maintain classroom eligibility, be regular in attendance at practices and follow MSHSL requirements for eligibility.
4. By special recommendations of the coaches/advisors and administration, a student who has not met the requirements for a letter award may receive such an award if he/she has proven himself/herself to be an exceptional participant.
5. All members of a first level championship team will receive a letter award.
6. In the event of contests being cancelled, the following letter requirements can be adjusted proportionately.

Letter Requirements:

Girls Swimming: Athletes must achieve 34 team points to letter or qualify in the top 8 at the Sectional meet.

Cross Country-Boys and Girls: Individuals must run varsity in 1/3 of the scheduled meets or meet the time standard at some point in the season (18:30 for boys and 17:30 for girls).

Football: In order to receive a letter award a player must play one more quarter than the total number of games.

Volleyball: In order to receive a letter award, a player must play in one-quarter of the total games played.

Tennis-Boys and Girls: Athletes must participate in 70% of all varsity matches scheduled for that year.

Soccer-Boys and Girls: Athletes must play in 13 halves of varsity Soccer. There are also scoring criteria (that is left up to the coach) that may allow an athlete to letter.

Basketball-Boys and Girls: In order to receive a letter award a player must play one more half than the total number of games.

Girls' Gymnastics:

1. A member of the team must score 75 points in one season in order to receive a letter award.

2. If a member of the team participates in only one event they must average 7.5 points per meet in order to receive a letter award.
3. Ten letter points can be earned by perfect attendance at practices.

Wrestling:

1. A member of the team must score 12 team points in one season in order to receive a letter award.

2. A wrestler who wins a section match will receive a letter even if he has not scored 12 team points.

3. A point will be given for each match wrestled at the varsity level.

1. Hockey-Boys: To earn a varsity letter in the sport of hockey one of the following must be met:

   a. A senior who participates in the Becker-Big Lake High School Hockey Program for three or more years. or

b. A player that participates in 29 periods throughout the season. One shift in a period constitutes one period played. or
c. A player that is on the roster for any post-season game. or
d. The head coach may award a varsity letter to any player at his discretion.

Dance: A number of factors are considered:

1. Number of varsity competitions a dancer performs.

2. Attendance at practices.

3. Participation in other team events.

4. Leadership as a team member and adherence to team guidelines and rules.

Baseball and Softball: In order to receive a letter award a player must play an average of two innings per game.

Track-Boys and Girls: In order to receive a letter award a participant must score 11 team points or place in a conference or section meet.

Golf-Boys and Girls: An athlete must play in ¼ of the varsity matches or play in the conference or sub-section meet.

Lacrosse-Girls: A member of the varsity team must play in one more period than the total number of games played.

Lacrosse-Boys: A member of the varsity team must play in one more varsity game period than the total number of varsity games played.

Trap League-Boys and Girls: Athlete must average 20 or more points per round in competition at the end of the season. Athlete must not miss any competitions though out the season.

Speech: A member of the varsity team may earn a cumulative of 100 points throughout the season (points can be earned in a variety of ways). A member may also letter if they are awarded an All-Conference or Conference Honorable Mention Award at the annual Conference meet. If a member advances to the MSHSL State Meet an automatic letter will be rewarded. Also, the coaching staff reserves the right to award a varsity letter to members of the team as he/she sees fit.

Student Council: In order for members to letter they must earn 192 points throughout the school year. Points can be earned in a variety of ways. The Student Council Advisor will have a guideline of how points can be earned.

AWARD SYSTEM

1. The first time a student fulfills the requirements for a letter award he/she will receive a letter "B," a letter certificate and a sport insignia.

2. The second time a student fulfills the requirements for a letter award he/she will receive a letter certificate and bar.

3. Captain of athletic teams will be issued a star.

4. Letters cannot be earned by participation at the junior varsity level.

5. "Letters of Participation" will be awarded at the 7th, 8th, and 9th grade levels and at the varsity and junior varsity levels if lettering standards are not met.

BHS CONCUSSION PROTOCOL

Preseason

- The following athletes must complete an ImPACT baseline test with the Becker ATC at the beginning of their sport season.
    - 7th graders
    - 9th graders
    - 11th graders
    - New students to the school district
    - New students to the sport
    - Athletes that have never taken an ImPACT baseline test
- If the athlete is in multiple different sports, the athlete should be tested during their earliest sport season.

Season

1. If an athlete is suspected to have or displays ***1 or more signs and symptoms*** of a concussion, he or she is to be ***pulled from the athletic event***.

- If there is an athletic trainer onsite (home or away events) they should perform the evaluation.
    - Becker Athletic Training hours and coverage:
        - 3-5 pm Monday-Friday during practices
        - All varsity home sporting events
        - 9th grade football
        - 10th grade football
        - JV football

- If there is no athletic trainer onsite, the coach should err on the side of caution and ***pull the athlete*** if there are ***1 or more signs and symptoms*** of a concussion or ***they are unsure.***
    - **When in doubt, sit them out!**

2. If a concussion is suspected by the athletic trainer (or coach), **a parent or guardian should be notified** if they are present at the event or by phone as soon as possible regarding the proper plan of care.

- If the Becker ATC suspects a concussion they will give three sheets to the guardian and athlete.
    - **Typed Instructions**
        - This sheet has recommendations for concussion care and instructions on what to do next with the athlete.
    - **Sideline Evaluation**
        - This sheet has the evaluation from the athletic trainer. This sheet should be brought to the physician.
        - The **Athletic Training Injury Report Form** may be used instead if:
            - The athlete was at an away event and then comes and visits the ATC when they return to the school or the next day.
            - The ATC was not present at the event and the athlete comes and tells the ATC the day after.
    - **Concussion Care Plan**
        - This sheet also needs to go to the physician. This allows the physician to determine where the athlete should be starting their protocol.
        - This sheet has the **Return to Learn** and **Return to Play** listed on it.
- Athlete should not be allowed to drive home, but should be **escorted** by a guardian.

3. If a concussion is suspected the athlete must first see a **physician** following the head injury preferably the ***day of or after*** the event.
    - The athlete must visit the ATC following the physician visit.
    - The ATC **cannot** start the concussion protocol without the first initial physician visit and **Concussion Care Plan Sheet**.

4. The athletic trainer can start the concussion protocol when they receive physician orders on the **Concussion Care Plan Sheet**.
    - ATC will complete concussion protocol in this order:
        - Return to learn
            - This is monitored closely with school personnel. The nurse is made aware of the situation in order to get emails out to teachers regarding school restrictions.
            - 5 steps
        - ImPACT re-test
        - Return to play
            - 5 steps

5. Following the completion of the protocol, the athlete must return back to the **physician** for a final evaluation.

6. Athlete needs to be **officially cleared** by a **physician** after completing all necessary concussion protocol steps.
    - Exception: ATC has the final say if the physician clearly states in their notes that the athlete does not need to come back for the final evaluation.

Special situations:

- If the physician does not diagnose a concussion and the ATC disagrees, the protocol will still be completed by the ATC in order to safely return the athlete to play.
- If a guardian refuses or cannot afford to see a physician, the protocol will still be followed out and monitored by the ATC.

BHS CONCUSSION MANAGEMENT PROTOCOL FLOW CHART

A. Initial reaction to injury: Certified Athletic Trainer or School Nurse notifies parent and issues:
    •BHS concussion letter
    •Signs and symptoms guidelines

B. School personnel notifies A.P. and/or School Nurse (via email if in evening)

C. Communication is made to parents the following day from School Nurse / A.P.

D. Nurse/A.P. notifies appropriate Guidance Counselor and teachers in regards to injury and the Concussion Care Plan detailing early interventions to reduce prolonged recovery.

E. Student information is entered into the Concussion Management Protocol Google Doc. As staff receives updates, these are entered into Google Doc as well.

F. Parental contact is made at least weekly to discuss recovery. This is entered into Google Doc. All parental contact should be entered into Google Doc. Teachers should also report student symptoms to Guidance Counselor and this entered into Google Doc.

G. A.D. will be notified when a student has cleared the Return to Learn protocol. This date will be logged into Google Doc. A.D. will notify trainer to implement Return to Play.

H. Trainer will notify A.D. when Return to Play protocol is completed and student is cleared to play. A.D. or Certified Athletic Trainer will notify Nurse, A.P. and appropriate counselor and log Return to Play protocol finished date in Google Doc.

Considerations:

Care should be taken to ensure students are not left feeling socially isolated as a result of the concussion.
All medical documentation should be immediately shared with School Nurse.
Attendance personnel will notify A.P./School Nurse when concussion related absences are reported.
Considerations of 504 or additional accommodations will be reviewed/monitored by the MTSS team.

SPECIAL AWARDS

Each Sport will award the following special awards:

Football:
1. Most Valuable Player
2. Monster Man
3. Most Dedicated

Volleyball:
1. Most Valuable Player
2. Defensive Award
3. Most Improved

Cross Country-Boys and Girls:
1. Most Valuable
2. Most Dedicated
3. Most Improved
4. Rookie Award

Swimming/Diving:
1. Most Valuable
2. Most Dedicated
3. Most Improved

Soccer-Boys:
1. Most Improved POTY
2. Offensive POTY
3. Defensive POTY
4. Most Dedicated

Soccer-Girls:
1. Most Valuable
2. Most Dedicated
3. Most Improved

Tennis-Boys and Girls
1. Most Valuable
2. Most Improved
3. Most Dedicated

Basketball-Girls:
1. Most Dedicated
2. Most Valuable
3. Best Teammate

Gymnastics:
1. Most Dedicated
2. Most Spirited
3. Most Improved

Basketball-Boys:
1. Most Valuable
2. Hardest Worker
3. Most Improved

Wrestling:
1. Varsity Most Outstanding Wrestler
2. Varsity Most Improved Wrestler
3. Varsity Rookie Award

Dance Team:
1. Most Dedicated Varsity
2. Hardest Worker
3. Most Valuable Dancer

Hockey- Boys:
1. Most Valuable
2. Most Improved
3. Most Dedicated

Golf- Boys and Girls:
1. Meet Medalist
2. Most Improved
3. Most Dedicated

Lacrosse- Boys:
1. Most Valuable
2. Most Dedicated
3. Most Improved

Lacrosse- Girls:
1. Most Valuable
2. Most Improved
3. Most Dedicated

Softball:
1. Most Valuable
2. Most Improved
3. Most Dedicated

Baseball:
1. Most Valuable
2. Most Improved
3. Most Dedicated

Track and Field- Boys and Girls:
1. Leading Scorer
2. Most Dedicated
3. Most Improved

Scholar Athlete Awards:

The top cumulative G.P.A. varsity letter winners that have completed their sophomore year will receive the Scholar Athlete Award in each sport.

FREE ADMITTANCE INTO HOME ATHLETIC EVENTS

The following people shall be allowed free admittance to all home athletic events:

-Coaches, Administration, and School Board member with association passes
-All participants, coaches, scorers and managers
-Cheerleaders in uniform and the cheerleading advisor
-Performing pep band members and the pep band director
-All District 726 employees and their spouses with ID card
-Individuals participating in half time activities
-Pre-School Children
-Senior Citizens (62 and over)
-Media personnel
-Emergency vehicle people, patrolmen, doctor on duty (if needed)
-Workers-concession stand, supervisors, etc.
-In addition to the above, parents of participating athletes shall be admitted free to athletic events on special parents' nights.

300.00 BYLAWS: ADMINISTRATION OF STUDENT ELIGIBILITY

A Fair Hearing Procedure and Acknowledgement of Rights are provided for all students who wish to appeal a school's determination of a student's eligibility.

1. Fair Hearing Procedure
Section 211.02.8 of the Constitution of the Minnesota State High School League provides a Fair Hearing Procedure for a student, parent or guardian to appeal a school's determination of ineligibility of a student pursuant to the student's violation of a League bylaw.

A. The purpose of the Fair Hearing Procedure is to allow a local hearing panel to review the decision of the school representatives regarding the student's declaration of ineligibility. All rulings must be consistent with League bylaws. Only the Board of Directors has the constitutional authority to waive the application of the penalty for the violation of any bylaw.

B. These Fair Hearing Procedures apply to all eligibility situations where a student, parent or guardian contests the school's eligibility decision EXCEPT in the situations identified below.

1)The student admits to the violation.

2)The student neither admits to nor denies the violation, but accepts and serves the penalty.

3)The sole issue in question is the determination by the school to impose a penalty greater than the minimum League suspension for the violation.

4)The principal's decision regarding the school's eligibility requirements for the student, including student code of responsibilities. (See Bylaw 206.1 and 206.2)

2. General Eligibility Review Process
Bylaw 305—Master Eligibility List and Bylaw 306—Responsibility for Student Eligibility indicates it is the responsibility of the school administrator to determine the eligibility of all students who participate in League-sponsored programs offered by their schools. When a student's eligibility is in jeopardy due to an alleged violation of the League bylaws and policies, the school will conduct an investigation. The investigation will begin on the day the school is first notified of the alleged violation and it shall conclude within ten (10) school business days. At the conclusion of the investigation the school must make a determination of the eligibility status of the student. It shall be the responsibility of the member school to notify the student, parent or guardian in writing of the eligibility determination. The written notification must also include a copy of the Fair Hearing Procedure and the Acknowledgement of Rights.

A. A student, parent or guardian may contest a school's eligibility decision as follows:

1) Within ten (10) school business days of the documented notification regarding eligibility, the student, parent or guardian must request a hearing on the school's

eligibility decision. The written request for hearing must include a statement outlining the basis for the claim of eligibility.

2) The school administrator shall convene a hearing panel of from three (3) to five (5) members within ten (10) school business days after receipt of the request for hearing. The hearing panel may include a member of the School Board, a member of the school's administrative staff and a member of the school faculty, or the school may elect to have the hearing conducted by an independent hearing officer.

a) Any member of the school staff who was involved in the investigation or the initial eligibility determination cannot serve as part of the hearing panel.

b) One member of the hearing panel must be identified as the chair.

c) The school must send the notification of the hearing by certified mail or personally deliver it to the student's parent(s) or legal guardian(s).

d) The student's parents(s) or guardian(s) must be provided a minimum of three (3) school business days notice beginning with the receipt of the notice of the hearing.

e) The notice shall state the date, time, and place of the hearing.

f) The student shall have a right to be represented by a person of the student's choice, which may include legal counsel.

g) All costs of the hearing incurred by the school shall be borne by the school.

3) The hearing panel shall:

*a) **Designate** one of the panel members as the chair.*

*b) **Make** an audio recording of the hearing and preserve a written record pending ultimate outcome of the matter.*

*c) **Hear** the complete evidence on the matter.*

*d) **Determine** if the school's declaration of ineligibility is supported by a preponderance of evidence and is consistent with League bylaws. When making this determination, the committee shall meet on its own and no other persons shall be present or participate in any way in the committee's deliberations.*

*e) **Issue** written findings of fact, conclusions and determination. The written findings, conclusions and determination shall be sent by registered mail or personally delivered to the student, parent or guardian and the Executive Director of the League within four (4) school business days of the conclusion of*

the hearing. The findings, conclusion and recommendations shall be stated in sufficient detail to apprise the parties of the basis and reason for the determination. The chair of the hearing panel shall be responsible for composing the written findings and shall sign the findings on behalf of the hearing panel.

*f) **Within ten (10) school business days** of receipt of the determination of the hearing panel the Executive Director of the League or his designee shall either affirm or overrule the determination made by the school hearing panel based on compliance with League bylaws. If the decision of the hearing panel is overruled, then the Executive Director shall notify the school and the student and the student's parent(s) or guardian(s) of his decision registered mail. If the decision of the hearing panel is affirmed, notification shall be sent by first class mail.*

B. A student, parent or guardian may appeal the decision of the hearing panel or Executive Director of the League to the League Board of Directors. To appeal, the student, parent or guardian must:

1) Submit a written notice of appeal to the Executive Director of the League and a copy to the school principal. The notice of appeal must be personally delivered or postmarked within ten (10) school business days of the receipt of the written findings of fact, conclusions and determination from the school hearing panel or the decision of the League Executive Director. The notice must outline the basis of the appeal.

2) The written request for a League-level fair hearing will be reviewed by League staff. Within ten (10) business days of the receipt of the written request the League will contact the student, parent or guardian to indicate whether the rationale warrants a League-level fair hearing. An extension to the ten (10) day notification window may be made by mutual agreement.

3) If the appeal request is granted the hearing shall be scheduled on a mutually acceptable date.

4) The appeal by an Independent Hearing Officer shall be a review of the proceedings and the record of the local hearing panel decision or the decision of the League Executive Director.

5) The proceedings of the appeal shall be recorded and preserved pending the ultimate disposition of the matter. In the event that the audio recording or the written record is inadequate for review, the hearing officer may remand the case back to the local school district for a new hearing.

6) The appeal shall be heard by an Independent Hearing Officer. If all parties agree, the hearing may be conducted by telephone; or the hearing may consist of an independent review of the local level record which shall include the documents presented at the hearing and the written arguments.

7) The student shall have a right to a representative of the student's choice, which may include legal counsel.

8) Within four (4) business days of the oral presentation made at the League level, the Independent Hearing Officer shall make a recommendation to the League Board of Directors. The recommendation shall be in writing and based upon the record, including the oral and written presentations of the parties from the local level hearings. The recommendation of the Independent Hearing Officer will govern the student's eligibility until action by the League Board of Directors or by the League Executive Director acting on behalf of the League Board of Directors.

9) The League Board of Directors will review and officially act upon the matter at its first regularly scheduled meeting following the receipt of the Independent Hearing Officer's decision.

10) The decision of the League Board of Directors shall be final.

11) If any of the procedural steps identified in sections 2.A.1, 2.A.2, or 2.A.3 above are omitted during the local level hearing and the Independent Hearing Officer finds that the student has been prejudiced, the Independent Hearing Officer may direct the school to rehear the case at the local level. If a rehearing is required, a new local hearing panel shall be used.

C. A violation of the technical provision of the Fair Hearing Procedure, made in good faith, is not a defense to the disciplinary procedure unless the student can show actual prejudice as a result of the violation.

3. Transfer Eligibility Review Process

A. Policy. It is the policy of the League to provide, promote, extend, manage and administer competitive activities for Minnesota youth. The League's member schools have determined that student movement from school to school should be restricted. To accomplish this goal, the League adopted Bylaw 111 to restrict student movement between schools to prevent athletic transfers and ensure competitive equity amongst schools regardless of athletic ability. The League has found that to best achieve this goal, it does not determine whether a transfer was for athletic purposes but rather determines that all Transfer Students are deemed presumptively ineligible for varsity athletics unless they meet one of the exceptions listed in Bylaw 111 or as outlined in these Independent Hearing Procedures.

B. Transfer Eligibility Appeal Procedures. The Application to Appeal a Transfer Eligibility Determination is limited to the following circumstances:

1) Documented internal Board of Education policies regarding the movement of students within the school district.

2) Adoption, abandonment, or death of a parent.

3) A documented substantial negative change in the economic status of the student's parents which requires the student to withdraw from their current school and enroll in the public school located in the public school district attendance area where the student's parents reside.

4) Intolerable conditions at the Sending School as affirmed in writing by the Sending School. When situations arise that the student or parents believe have created an intolerable condition, the acts complained of must first be reported to the appropriate administrators at the school so they have the opportunity to investigate and take any action they deem necessary to resolve the problem. If the parents believe that actions or situations are occurring that have an adverse impact on the physical or psychological well-being of the student, the student must have been referred to an appropriate medical or psychological professional. That professional must prepare a written report that can be provided, on a confidential basis, to the school, the League office and the independent hearing officer if a hearing is required. If police action has been taken, copies of the reports showing that an investigation was actually conducted and the results of that investigation must be provided. In general, allegations alone are not sufficient. There must be some reasonable and believable substantiation presented to indicate an incident or incidents actually occurred. As well, the perpetrators must be identified.

5) Administrative error in addressing a student's initial eligibility.

6) Completion of a licensed program for treatment of alcohol or substance abuse, mental illness or emotional disturbance provided all other eligibility rules are followed.

C. Transfer Eligibility Appeal Process. Transfer eligibility determinations and transfer eligibility appeals can only be submitted to the League after the student has completed the transfer. A transfer is considered complete when the student attends school at the Receiving School or participates in a fall sport practice prior to the first day of school for the school year.

1) The school administrator at the Receiving School shall make an initial eligibility determination based upon the factors outlined in Bylaw 111.1.B(i)-(v) and submit the electronic transfer form to the League office for review. The Receiving School administrator shall inform the student and the student's parent(s) or guardian(s) of the eligibility determination. The Receiving School administrator shall also inform the student, parent(s) and/or guardian(s) that the student can choose to participate at the Receiving School at the non-varsity level for one calendar year beginning with the first day of attendance or choose to participate at the Sending School at the varsity level for one calendar year pursuant to Bylaw 111.1.C. The choice of participation at the Receiving School or Sending School is an "either or" decision and, once made, the student can only participate at that school. For example, the student cannot participate at the sending school for a fall sport and then participate at the receiving school for a winter sport.

2) If the student chooses to participate at the varsity level at the Sending School for one year, these procedures are not applicable.

3) If the student chooses to participate at the Receiving School, staff at the League office shall review the Receiving School's initial transfer eligibility form and send an electronic response to the Receiving School administrator agreeing or disagreeing with the Receiving school's initial eligibility determination.

> *a) If the student, parent(s) or guardian(s) appeal the initial eligibility determination and is subsequently not granted varsity eligibility at the Receiving School, the student may not then choose to participate at the Former School. The student cannot participate at the Receiving School, appeal eligibility and then if the appeal is not granted, participate at the Sending School.*

4) The student, parent or guardian may appeal the Receiving School's initial transfer eligibility determination based upon the factors outlined in Bylaw Policy 111.B (i-v). The Receiving School administrator shall be solely responsible for submitting an appeal to the League, in writing, electronically or by hard copy. The appeal shall include the following:

> *a) The rationale for the appeal and any supporting documentation from the student, parent or guardian;*
>
> *b) Information and documentation from the Receiving School;*
>
> *c) Information and documentation from the Sending School;*

5) League staff will review the appeal and take appropriate action, including but not limited to:

> *a) Granting the appeal;*
>
> *b) Denying the appeal; or*
>
> *c) Requesting additional documentation or information from the student, parent or guardian, and/or the schools;*

6) If the appeal is denied, the student, parent or guardian may request an Independent Hearing at the League level. The request for an Independent Hearing shall be submitted by the Receiving School administrator and shall a) be in writing; b) include the specific rationale describing why an Independent Hearing at the League level should be held; and c) include documentation supporting the rationale for a League-level Independent Hearing.

7) After a review of the request for an Independent Hearing, the League office will either grant or deny the request for an Independent Hearing.

a) If the request for an Independent Hearing is granted, the hearing will be held before an independent hearing officer appointed by the League and at the League's expense. If all parties agree, the hearing may be conducted by telephone. The student shall have a right to be represented by a person of the student's choice, which may include legal counsel. The independent hearing officer's recommendation shall be effective until reviewed by the League Board of Directors at its next regularly scheduled meeting.

b) If the request for an Independent Hearing is denied, the transfer eligibility determination shall remain effective until reviewed by the League Board of Directors at its next regularly scheduled meeting.

c) At its next regularly scheduled meeting, the League Board of Directors will accept or deny the recommendations of the independent hearing officer or accept or deny the transfer eligibility determination. The decision of the League Board of Directors shall be final.

4. Eligibility Appeal Procedures for a Transgender Student

A. Introduction. In accordance with applicable state and federal laws, rules and regulations, the Minnesota State High School League allows participation for all students consistent with their gender identity or expression in an environment free from discrimination with an equal opportunity for participation in athletics and fine arts.

B. Transgender Eligibility Appeal Procedures. The application to appeal a transgender eligibility determination is limited to the following circumstances:

1) The school must have made a determination of ineligibility based on the student's gender identity after receiving information that the student has a consistent gender identity or that the gender identity is sincerely held as part of the student's core identity and the gender identity is different from the student's sex assigned at birth and that the student wishes to participate in athletics in a manner consistent with the student's gender identity.

2) The appeal must be submitted to the MSHSL Executive Director or Executive Director's Designee and may include, but is not limited to, the following:

a) The student's current transcript, school registration and any additional relevant information.

b)The written statement from the student and the student's parent(s)/legal guardian(s) affirming the consistent gender- related identity and expression to which the student self-relates.

c) Statements from individuals such as, but not limited to parents, friends, and/or teachers, which affirm that the actions, attitudes, dress and manner demonstrate the student's consistent or sincerely held gender-related identification and expression.

d) A written statement from an appropriate health-care professional, acting within the scope of his/her licensure that verifies the existence of the student's consistent and uniform gender-related identity or sincerely held gender-related identity.
e) Any other evidence that the gender identity is sincerely held as part of the person's core identity as may be required by the school or the MSHSL office relative to the eligibility determination.

3) When the MSHSL Executive Director or the Executive Director's Designee has received the appeal from the student, the Executive Director or the Executive Director's Designee shall contact an Independent Hearing Officer who will review the submitted information.

4) In addition to the review of submitted information, the Independent Hearing Officer may:

a) Communicate with experts, within their scope of licensure, with experience in gender identity health care.

b) Communicate with the Minnesota Department of Education, Office of Monitoring and Assistance.

c) Communicate with legislative counsel relative to existing state laws, rules and procedures.

d) Communicate with representatives of the U.S. Department of Education, Office for Civil Rights regarding Title IX and related laws, rules, guidance and procedures.

e) Review any other pertinent information as may be necessary in order to render a decision that complies with state and federal laws, rules and regulations.

5) Following a complete review of the information, the Independent Hearing Officer's recommendation shall be effective until reviewed by the MSHSL Board of Directors at its next regularly scheduled meeting.

6) If the Independent Hearing Officer affirms the eligibility of the student, the student will be eligible to participate in MSHSL activities consistent with the student's gender identification for the balance of the student's high school eligibility.

7) Any decision of the Hearing Officer shall take into account the exemptions for religious affiliated non-public schools as set out in Minn. Stat. 363A.24, 363A.26, 20 U.S.C. 1681(a)(3) and 34 C.F.R. 106.12(a).

Amended on February 4, 2016 as recommended by the MN Department of Education; Division of Compliance and Assistance on December 17, 2015.

5. IEP/504 Appeal Procedure

A. Introduction. Minn. Stat. 128C.02, subd. 5(c) requires the MSHSL to "...adopt league rules making a student with an individualized education program who transfers from one public school to another public school as a reasonable accommodation to reduce barriers to educational access immediately eligible to participate in league-sponsored varsity competition on the same basis as other students in the school to which the student transfers. The league also must establish guidelines, consistent with this paragraph, for reviewing the 504 plan of a student who transfers between public schools to determine whether the student is immediately eligible to participate in league-sponsored varsity competition on the same basis as other students in the school to which the student transfers."

B. Procedure. The following procedure was approved by the MSHSL Board of Directors for students with an individualized education program (IEP) or 504 plan on August 5, 2014.

***Step 1:** A student/the student's parent(s)/legal guardian(s) will submit, in writing, information to the Executive Director of the Minnesota State High School League (MSHSL) identifying:*

a) The barriers to educational access they believe are present at the school (sending school) in which the student is enrolled; and

b) The school (receiving school) to which the student intends to enroll; and

c) The specific programming available at the receiving school that will constitute a reasonable accommodation to reduce barriers to educational access.

Step 2: Upon receipt of the letter from the student/student's parent(s)/legal guardian(s) the Executive Director of the MSHSL shall contact the school principal/activity director/IEP/504 case manager at the sending school to:

a) Affirm that the sending school has met with the student/student's parent(s)/legal guardian(s) and has discussed the identified barriers to educational access; and

b) Affirm that the school believes the student/student's parent(s)/legal guardian(s) believe that there are barriers to educational access as identified in the letter submitted to the Executive Director of the MSHSL; and

c) Ask if the principal/activities director/IEP/504 case manager believes the transfer to the public school identified in the letter from the student/student's parent(s)/legal guardian(s) is athletically motivated.

Step 3: At the same time the letter is sent to the sending school the Executive Director of the MSHSL shall contact the receiving school to:

a) Affirm that the receiving school has met with the student/student's parent(s)/legal guardian(s) to discuss the identified barriers to educational access at the sending school; and

b) Affirm that the student/student's parent(s)/legal guardian(s) believe that there are barriers to educational access at the sending school as identified in the letter submitted to the Executive Director of the MSHSL; and

c) Affirm, given the information identified by the student/student's parent(s)/legal guardian(s), that opportunities are available at the receiving school to reduce the identified barriers to educational access; and

d) Affirm, to the extent possible, that the transfer from the sending school to the receiving school is not athletically motivated.

Step 4: The Executive Director of the MSHSL will review all of the information submitted by the student/student's parent(s)/ legal guardian(s), the sending school and the receiving school and will render a decision relative to the eligibility of the student.

Step 5: If the student/student's parent(s)/legal guardian(s) wish to appeal the decision of the Executive Director of the MSHSL, they may do so, in writing, and an Independent Hearing Officer shall be called to review the documentation provided and render an eligibility determination.
Step 6: The determination of the Independent Hearing Officer shall be final pending action by the MSHSL Board of Directors at their next regularly scheduled meeting.

FAIR HEARING ACKNOWLEDGEMENT OF RIGHTS

We _____ , the parents/guardians,

and _____ , the student,
acknowledge that we have requested an evidentiary hearing to determine the eligibility of the above named student to participate in activities sponsored by the Minnesota State High School League.

We acknowledge that we have the right to legal counsel of our own choosing to represent us at said hearing. We also understand that we can present witnesses and other evidence at said hearing, including documentary evidence that is favorable to our position. During the hearing, the Minnesota rules of evidence need not be strictly followed and the records of the school shall be considered without further foundation.

Date: _____ Parent /Guardian:_____

Date: _____ Parent / Guardian: _____

Becker

726

MULTI GROUP NEGOTIATIONS COST SHEET SUMMARY

8/3/22
Board

# Hours on Staff Roster	164491

	2021-22	%Change	2022-23
SALARY SCHEDULE & PART-TIME SALARIES			
SALARY RATE CHANGES	$ 3,312,527	2.94%	$ 3,409,919
CAREER INCREMENT PAY	$ 61,669	6.80%	$ 65,863
Schedule and Part Time Salaries Total	$ 3,374,196	3.01%	$ 3,475,782
SPECIAL ASSIGNMENT SALARIES			
CUSTODIAN LEAD PAY	$ 13,354	0.00%	$ 13,354
BOILER & POOL CERTIFICATIONS	$ 9,069	91.51%	$ 17,368
LONGEVITY PAY	$ 9,324	6.50%	$ 9,930
FOOD SERVICE CERTIFICATION	$ 7,524	0.00%	$ 7,524
ADMINISTRATIVE ASSIST. TO PRINCIPLE AND DIRE	$ 10,666	0.00%	$ 10,666
NIGHT DIFERENTIAL PAY	$ 2,470	0.00%	$ 2,470
Special Assignment Salaries Total	$ 52,406	16.99%	$ 61,311
INSURANCE RELATED BENEFITS *(TRA & FICA are not charged to these expenditures)*			
Health Insurance	$ 1,264,456	0.68%	$ 1,273,089
Dental Insurance	$ 59,944	0.00%	$ 59,944
Life Insurance	$ 9,561	0.00%	$ 9,561
Long Term Disability	$ 17,476	3.22%	$ 18,039
Other Benefits	$ -		$ -
Total Insurance Related Benefits Costs	$ 1,351,437	0.68%	$ 1,360,633
SALARY MATCHING PROGRAMS *(TRA & FICA are not charged to these expenditures)*			
District Expenditures for Salary Match Programs	$ 55,502	21.19%	$ 67,260
PERA and FICA			
TRA & FICA are computed on Schedule and Extra Salaries	7.50%		7.50%
PERA	$ 256,995	3.22%	$ 265,282
	7.65%		7.65%
FICA	$ 262,135	3.22%	$ 270,588
Total TRA and FICA Costs	$ 519,130	3.22%	$ 535,870

Read the comment in the cell below

		%Change	
TOTAL TWO YEAR AGREEMENT COSTS	$5,352,670	2.77%	$5,500,857
	2021-22		2022-23
Dollar Increase in Each Year			$148,186
Dollar Increase/ FTE in Each Year (FTE=2080 hrs)			$1,874
Dollar Increase Per FTE over Three Years			
Sum or Year (1) Percentage + Year (2) Percentage			
Weighted Percent for Settlement (2xYr1+Y2)/3			
TOTAL TWO YEAR ANTICIPATED SALARY COSTS	$5,352,670		$5,500,857
Comment	PERCENTAGE CHANGE	2.77%	

es.com

Bad Axe Throwing Nashville	$750	Dance Team	#10040
Coca-Cola Give	$30.90	Intermediate School	#110040912

Kevin Januszewski and I recommend approving the following Health Insurance Rate increases for the plan year October 1, 2022 to September 30, 2023.

Becker Public Schools - Monthly Health Insurance Premiums

	$15 Co-Pay		$20 Co-Pay		H.S.A. $1,500/$3,000		H.S.A. $4,000/$8,000	
	Single	Family	Single	Family	Single	Family	Single	Family
2021-22	$779	$2,071	$712	$1,904	$607	$1,614	$0	$0
Increase	10%	10%	10%	10%	10%	10%	0%	0%
2021-22*	$857	$2,278	$783	$2,094	$669	$1,775	$525	$1,410

***Plan Year is Oct. 1, 2022 through Sept. 30, 2023**

416 DRUG AND ALCOHOL TESTING

[Note: Drug and alcohol testing of school bus drivers and applicants is mandatory under federal law. The mandatory testing is described under Part III. of the policy. Testing of other employees or testing of school bus drivers beyond that mandated by federal law is optional and can be done under state law only if a policy containing provisions. such as the provisions of Part IV. of this policy, are adopted. To preserve the right to request or require school district employees who are not bus drivers and applicants to undergo drug and/or alcohol testing or to require bus drivers to submit to testing that is not federally mandated, a school district should adopt Part IV. as part of its drug and alcohol testing policy.]

I. PURPOSE

A. The school board recognizes the significant problems created by drug and alcohol use in society in general, and the public schools in particular. The school board further recognizes the important contribution that the public schools have in shaping the youth of today into the adults of tomorrow.

B. The school board believes that a work environment free of drug and alcohol use will be not only safer, healthier, and more productive but also more conducive to effective learning. To provide such an environment, the purpose of this policy is to provide authority so that the school board may require all employees and/or job applicants to submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in federal law and Minnesota Statutes, sections 181.950-181.957.

II. GENERAL STATEMENT OF POLICY

A. All school district employees and job applicants whose positions require a commercial driver's license will be required to undergo drug and alcohol testing in accordance with federal law and the applicable provisions of this policy. The school district also may request or require that drivers submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957.

B. The school district may request or require that any school district employee or job applicant, other than an employee or applicant whose position requires a commercial driver's license, submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957.

C. The use, possession, sale, purchase, transfer, or dispensing of any drugs not medically prescribed, including medical cannabis, whether or not it has been prescribed for the employee, is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of drugs that are not medically prescribed, including medical cannabis, whether or not it has been prescribed for the employee, is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of drugs that are not medically prescribed are prohibited from entering or remaining on school district property.

D. The use, possession, sale, purchase, transfer, or dispensing of alcohol is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of alcohol is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of alcohol are prohibited from entering or remaining on school district property.

E. Any employee who violates this section shall be subject to discipline that includes, but is not limited to, immediate suspension without pay and immediate discharge.

III. FEDERALLY MANDATED DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS

A. General Statement of Policy

All persons subject to commercial driver's license requirements shall be tested for alcohol, marijuana (including medical cannabis), cocaine, amphetamines, opiates (including heroin), and phencyclidine (PCP), pursuant to federal law. Drivers who test positive for alcohol or drugs shall be subject to disciplinary action, which may include termination of employment.

B. Definitions

1. "Actual Knowledge" means actual knowledge by the school district that a driver has used alcohol or controlled substances based on: (a) direct observation of the employee's use (not observation of behavior sufficient to warrant reasonable suspicion testing); (b) information provided by a previous employer; (c) a traffic citation; or (d) an employee's admission, except when made in connection with a qualified employee self-admission program.

2. "Alcohol Screening Device" (ASD) means a breath or saliva device, other than an Evidential Breath Testing Device (EBT), that is approved by the National Highway Traffic Safety Administration and placed on its Conforming Products List for such devices.

3. "Breath Alcohol Technician" (BAT) means an individual who instructs and assists individuals in the alcohol testing process and who operates the EBT.

4. "Commercial Motor Vehicle" (CMV) includes a vehicle that is designed to transport 16 or more passengers, including the driver.

5. "Designated Employer Representative" (DER) means an employee authorized by the school district to take immediate action to remove employees from safety-sensitive duties, or cause employees to be removed from these covered duties, and to make required decisions in the testing and evaluation process. The DER receives test results and other communications for the school district.

6. "Department of Transportation" (DOT) means United States Department of Transportation.

7. "Direct Observation" means observation of alcohol or controlled substances use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing.

8. "Driver" is any person who operates a CMV, including full-time, regularly employed drivers, casual, intermittent, or occasional drivers, leased drivers, and independent owner-operator contractors.

9. "Evidential Breath Testing Device" (EBT) means a device approved by the National Highway Traffic Safety Administration for the evidentiary testing of breath for alcohol concentration and placed on its Conforming Products List for such devices.

10. "Licensed Medical Practitioner" means a person who is licensed, certified, and/or registered, in accordance with applicable Federal, State, local, or foreign laws and regulations, to prescribe controlled substances and other drugs.

11. "Medical Review Officer" (MRO) means a licensed physician responsible for receiving and reviewing laboratory results generated by the school district's drug testing program and for evaluating medical explanations for certain drug tests.

12. "Refusal to Submit" (to an alcohol or controlled substances test) means that a driver: (a) fails to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so; (b) fails to remain at the testing site until the testing process is complete; (c) fails to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test; (d) fails to permit the observation or monitoring of the driver's provision of a specimen in the case of a directly observed or monitored collection in a drug test; (e) fails to provide a sufficient breath specimen or sufficient amount of urine when directed and a determination has been made that no adequate medical explanation for the failure exists; (f) fails or declines to take an additional test as directed by the school district or the collector; (g) fails to undergo a medical examination or evaluation, as directed by the MRO or the DER; (h) fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process, fails to wash hands after being directed to do so by the collector, fails to sign the certification on the forms); (i) fails to follow the observer's instructions, in an observed collection, to raise the driver's clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process; (j) possesses or wears a prosthetic or other device that could be used to interfere with the collection process; (k) admits to the collector or MRO that the driver adulterated or substituted the specimen; or (l) is reported by the MRO as having a verified adulterated or substituted test result. An applicant who fails to appear for a pre-employment test, who leaves the testing site before the pre-employment testing process commences, or who does not provide a urine specimen because he or she has left before it commences is not deemed to have refused to submit to testing.

13. "Safety-Sensitive Functions" are on-duty functions from the time the driver begins work or is required to be in readiness to work until relieved from work and all responsibility for performing work, and include such functions as driving, loading and unloading vehicles, or supervising or assisting in the loading or unloading of vehicles, servicing, repairing, obtaining assistance to repair, or remaining in attendance during the repair of a disabled vehicle.

14. "Screening Test Technician" (STT) means anyone who instructs and assists

individuals in the alcohol testing process and operates an ASD.

15. "Stand Down" means the practice of temporarily removing an employee from performing safety-sensitive functions based only upon a laboratory report to the MRO of a confirmed positive test for a drug or drug metabolite, an adulterated test, or a substituted test before the MRO completes the verification process.

16. "Substance Abuse Professional" (SAP) means a qualified person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.

C. Policy and Educational Materials

[Note: Federal regulations require that school districts provide materials to bus drivers explaining the school district's policies and procedures and the federal requirements with respect to the mandatory drug and alcohol testing of bus drivers. 49 Code of Federal Regulations section 382.601. Most of the required information is contained within this model policy. Additional materials to be provided to employees are described in Paragraph 2. of Section C.]

1. The school district shall provide a copy of this policy and procedures to each driver prior to the start of its alcohol and drug testing program and to each driver subsequently hired or transferred into a position requiring driving of a CMV.

2. The school district shall provide to each driver information required under Title 49 of the Code of Federal Regulations, including information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or controlled substance problem (the driver's or a coworker's); and available methods of intervening when an alcohol or controlled substance problem is suspected, including confrontation, referral to an employee assistance program, and/or referral to management.

3. The school district shall provide written notice to representatives of employee organizations that the information described above is available.

4. The school district shall require each driver to sign a statement certifying that the driver received a copy of the policy and materials. This statement should be in the form of Attachment A to this policy. The school district will maintain the original signed certificate and will provide a copy to the driver if the driver so requests.

[Note: The federal regulations require a school district to obtain a signed statement from each driver certifying that he or she received a copy of these materials. 49 Code of Federal Regulations section 382.601(d). The original signed certificate must be maintained by the school district and a copy may be provided to the driver.]

D. Alcohol and Controlled Substances Testing Program Manager

[Note: School districts are required by federal regulations to designate a person to answer driver questions about the policy and the education materials

described in Section C. above and to notify the drivers of the designation. 49 Code of Federal Regulations section 382.601(b)(1).]

1. The program manager will coordinate the implementation, direction, and administration of the alcohol and controlled substances testing policy for bus drivers. The program manager is the principal contact for the collection site, the testing laboratory, the MRO, the BAT, the SAP, and the person submitting to the test. Employee questions concerning this policy shall be directed to the program manager.

2. The school district shall designate a program manager and provide written notice of the designation to each driver along with this policy.

E. Specific Prohibitions for Drivers

[Note: The specific prohibitions for drivers are contained, in large part, in 49 Code of Federal Regulations sections 382.201-382.215.]

1. Alcohol Concentration. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. Drivers who test greater than 0.04 will be taken out of service and will be subject to evaluation by a professional and retesting at the driver's expense.

2. Alcohol Possession. No driver shall be on duty or operate a CMV while the driver possesses alcohol.

3. On-Duty Use. No driver shall use alcohol while performing safety-sensitive functions.

4. Pre-Duty Use. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.

5. Use Following an Accident. No driver required to take a post-accident test shall use alcohol for eight (8) hours following the accident, or until the driver undergoes a post-accident alcohol test, whichever occurs first.

6. Refusal to Submit to a Required Test. No driver shall refuse to submit to an alcohol or controlled substances test required by post-accident, random, reasonable suspicion, return-to-duty, or follow-up testing requirements. A verified adulterated or substituted drug test shall be considered a refusal to test.

7. Use of Controlled Substances. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to instructions (which have been presented to the school district) from a licensed medical practitioner who is familiar with the driver's medical history and has advised the driver that the substance does not adversely affect the driver's ability to safely operate a CMV. Controlled substance includes medical cannabis, regardless of whether the driver is enrolled in the state registry program.

8. Positive, Adulterated, or Substituted Test for Controlled Substance. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive for controlled substances, including medical cannabis, or has adulterated or substituted a test specimen for controlled substances.

9. General Prohibition. Drivers are also subject to the general policies and procedures of the school district that prohibit possession, transfer, sale, exchange, reporting to work under the influence of drugs or alcohol, and consumption of drugs or alcohol while at work or while on school district premises or operating any school district vehicle, machinery, or equipment.

F. Other Alcohol-Related Conduct

[Note: Consequences for drivers engaging in alcohol-related conduct are described in the federal regulations. 49 Code of Federal Regulations section 382.505.]

No driver found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform safety-sensitive functions for at least twenty-four (24) hours following administration of the test. The school district will not take any action under this policy other than removal from safety-sensitive functions based solely on test results showing an alcohol concentration of less than 0.04 but may take action otherwise consistent with law and the policies of the school district.

G. Prescription Drugs/Cannabinoid Products

A driver shall inform the driver's supervisor if at any time the driver is using a controlled substance pursuant to a physician's prescription. The physician's instructions shall be presented to the school district upon request. Use of a prescription drug shall be allowed if the physician has advised the driver that the prescribed drug will not adversely affect the driver's ability to safely operate a CMV. Use of medical cannabis is prohibited notwithstanding the driver's enrollment in the patient registry. Use of nonintoxicating cannabinoids or edible cannabinoid products is not a legitimate medical explanation for a confirmed positive test result for marijuana. MROs will verify a drug test confirmed as positive, even if a driver claims to have only used nonintoxicating cannabinoids or edible cannabinoid product.

H. Testing Requirements

[Note: ***School districts must utilize the U.S. DOT Drug & Alcohol Clearinghouse ("Clearinghouse") to conduct pre-employment queries, annual queries, and reports regarding CDL holders who operate CMVs on public roads (including school bus drivers) and who are covered by the Federal Motor Carrier Safety Administration (FMCSA) Drug and Alcohol Testing Program. In addition to utilizing the Clearinghouse, school districts must continue to comply with the alcohol and controlled substance testing required under Title 49 of the Federal Regulations.*****]**

1. Pre-Employment Testing

[Note: 49 Code of Federal Regulations section 382.301 details the requirements for pre-employment testing.]

a. A driver applicant shall undergo testing for [alcohol and] controlled substances, including medical cannabis, before the first time the driver performs safety-sensitive functions for the school district.

[Note: A school district is permitted, but not required, to conduct pre-employment testing for the use of alcohol. If a school district elects to

require pre-employment testing for alcohol, it should include the bracketed text in Subparagraph a., above, and test all applicants uniformly.]

b. Tests shall be conducted only after the applicant has received a conditional offer of employment.

c. To be hired, the applicant must test negative and must sign an agreement in the form of Attachment B to this policy, authorizing former employers to release to the school district all information on the applicant's alcohol tests with results of blood alcohol concentration of 0.04 or higher, or verified positive results for controlled substances, including medical cannabis, or refusals to be tested (including verified adulterated or substituted drug test results), or any other violations of DOT agency drug and alcohol testing regulations, or, if the applicant violated the testing regulations, documentation of the applicant's successful completion of DOT return-to-duty requirements (including follow-up tests), within the preceding two (2) years.

[Note: Federal regulations require school districts to inquire about, obtain, and review alcohol and controlled substances information from prior employers pursuant to a driver's written authorization, prior to the time a driver performs safety-sensitive functions, if feasible. 49 Code of Federal Regulations section 382.413 and 49 Code of Federal Regulations section 40.25. If not feasible, school districts must not permit the employee to perform safety-sensitive functions for more than thirty (30) days from the date a safety-sensitive function was performed unless the school districts make good faith efforts to obtain the information and to make a record of those efforts to be retained in the driver's qualification file.]

d. The applicant also must be asked whether he or she has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the employee, during the last two (2) years, applied for, but did not obtain, safety-sensitive transportation work covered by DOT testing rules.

e. Before employing a driver subject to controlled substances and alcohol testing, the school district must conduct a full pre-employment query of the federal Commercial Driver's License (CDL) Drug and Alcohol Clearinghouse ("Clearinghouse") to obtain information about whether the driver (1) has a verified positive, adulterated, or substituted controlled substances test result; (2) has an alcohol confirmation test with a concentration of 0.04 or higher; (3) has refused to submit to a test in violation of federal law; or (4) that an employer has reported actual knowledge that the driver used alcohol on duty, before duty, or following an accident in violation of federal law or used a controlled substance in violation of federal law. The applicant must give specific written or electronic consent for the school district to conduct the Clearinghouse full query. The school district shall retain the consent for three (3) years from the date of the query.

3. Post-Accident Testing

[Note: 49 Code of Federal Regulations section 382.303 governs post-

accident testing of drivers.]

a. As soon as practicable following an accident involving a CMV, the school district shall test the driver for alcohol and controlled substances, including medical cannabis, if the accident involved the loss of human life or if the driver receives a citation for a moving traffic violation arising from an accident which results in bodily injury or disabling damage to a motor vehicle.

b. Drivers should be tested for alcohol use within two (2) hours and no later than eight (8) hours after the accident.

c. Drivers should be tested for controlled substances, including medical cannabis, no later than thirty-two (32) hours after the accident.

d. A driver subject to post-accident testing must remain available for testing, or shall be considered to have refused to submit to the test.

e. If a post-accident alcohol test is not administered within two (2) hours following the accident, the school district shall prepare and maintain on file a record stating the reasons the test was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours.

f. If a post-accident alcohol test is not administered within eight (8) hours following the accident or a post-accident controlled substances test is not administered within thirty-two (32) hours following the accident, the school district shall cease attempts to administer the test, and prepare and maintain on file a record stating the reasons for not administering the test.

g. The school district shall report drug and alcohol program violations to the Clearinghouse as required under federal law.

4. Random Testing

[Note: 49 Code of Federal Regulations section 382.305 governs random testing of drivers.]

a. The school district shall conduct tests on a random basis at unannounced times throughout the year, as required by the federal regulations.

[Note: The Federal Highway Administration (FHWA) set the random alcohol selection and testing rate at 10% of the average number of driver positions and evaluates this minimum percentage each year. School districts can elect to stay at the 1998 level of 25% (or a higher percentage) if they do not want to monitor the minimum annual percentage rate set by the FHWA. The random controlled substances selection and testing rate has remained at 50% each year and has not been lowered to 25% as is possible under the regulations.]

b. The school district shall test for alcohol at a minimum annual percentage rate of 10% of the average number of driver positions, and for controlled substances, including medical cannabis, at a minimum annual percentage of 50%.

c. The school district shall adopt a scientifically valid method for selecting drivers for testing, such as random number table or a computer-based random number generator that is matched with identifying numbers of the drivers. Each driver shall have an equal chance of being tested each time selections are made. Each driver selected for testing shall be tested during the selection period.

d. Random tests shall be unannounced. Dates for administering random tests shall be spread reasonably throughout the calendar year.

e. Drivers shall proceed immediately to the collection site upon notification of selection; provided, however, that if the driver is performing a safety-sensitive function, other than driving, at the time of notification, the driver shall cease to perform the function and proceed to the collection site as soon as possible.

5. Reasonable Suspicion Testing

[Note: 49 Code of Federal Regulations section 382.307 governs reasonable suspicion testing of drivers.]

a. The school district shall require a driver to submit to an alcohol test and/or controlled substances, including medical cannabis, test when a supervisor or school district official, who has been trained in accordance with the regulations, has reasonable suspicion to believe that the driver has used alcohol and/or controlled substances, including medical cannabis, on duty, within four (4) hours before coming on duty, or just after the period of the work day. The test shall be done as soon as practicable following the observation of the behavior indicative of the use of controlled substances or alcohol.

b. The reasonable suspicion determination must be based on specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech, or body odors. The required observations for reasonable suspicion of a controlled substances violation may include indications of the chronic and withdrawal effects of controlled substances.

c. Alcohol testing shall be administered within two (2) hours following a determination of reasonable suspicion. If it is not done within two (2) hours, the school district shall prepare and maintain a record explaining why it was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours. If an alcohol test is not administered within eight (8) hours following the determination of reasonable suspicion, the school district shall cease attempts to administer the test and state in the record the reasons for not administering the test.

d. The supervisor or school district official who makes observations leading to a controlled substances reasonable suspicion test shall make and sign a written record of the observations within twenty-four (24) hours of the observed behavior or before the results of the drug test are released, whichever is earlier.

[Note: 49 Code of Federal Regulations sections 382.309, 40.23(d) and 40.305 govern return-to-duty testing.]

6. Return-To-Duty Testing. A driver found to have violated this policy shall not return to work until an SAP has determined the employee has successfully complied with prescribed education and/or treatment and until undergoing return-to-duty tests indicating an alcohol concentration of less than 0.02 and a confirmed negative result for the use of controlled substances. The school district is not required to return a driver to safety-sensitive duties because the driver has met these conditions; this is a personnel decision subject to collective bargaining agreements or other legal requirements.

[Note: 49 Code of Federal Regulations sections 382.311, 40.307 and 40.309 govern follow-up testing.]

7. Follow-Up Testing. When an SAP has determined that a driver is in need of assistance in resolving problems with alcohol and/or controlled substances, the driver shall be subject to unannounced follow-up testing as directed by the SAP for up to sixty (60) months after completing a treatment program.

8. Refusal to Submit and Attendant Consequences

[Note: Consequences for refusals to submit to required drug and alcohol tests are addressed generally in 49 Code of Federal Regulations sections 40.191, 40.261 and 382.211. They are more specifically addressed in 49 Code of Federal Regulations sections 382.501-382.507 and in 49 United States Code section 521(b).]

a. A driver or driver applicant may refuse to submit to drug and alcohol testing.

b. Refusal to submit to a required drug or alcohol test subjects the driver or driver applicant to the consequences specified in federal regulations as well as the civil and/or criminal penalty provisions of 49 United States Code section 521(b). In addition, a refusal to submit to testing establishes a presumption that the driver or driver applicant would test positive if a test were conducted and makes the driver or driver applicant subject to discipline or disqualification under this policy.

c. A driver applicant who refuses to submit to testing shall be disqualified from further consideration for the conditionally offered position.

d. An employee who refuses to submit to testing shall not be permitted to perform safety-sensitive functions and will be considered insubordinate and subject to disciplinary action, up to and including dismissal. If an employee is offered an opportunity to return to a DOT safety-sensitive duty, the employee will be evaluated by an SAP and must submit to a return-to-duty test prior to being considered for reassignment to safety-sensitive functions.

e. Drivers or driver applicants who refuse to submit to required testing will be required to sign Attachment C to this policy.

I. Testing Procedures

1. Drug Testing

[Note: The Federal Drug Testing Custody and Control Form (CCF) must be used to document every urine collection required by the DOT drug testing program. 49 Code of Federal Regulations section 40.45.]

a. Drug testing is conducted by analyzing a donor's urine specimen. Split urine samples will be collected in accordance with federal regulations. The donor will provide a urine sample at a designated collection site. The collection site personnel will then pour the sample into two sample bottles, labeled "primary" and "split," seal the specimen bottles, complete the chain of custody form, and prepare the specimen bottles for shipment to the testing laboratory for analysis. The specimen preparation shall be conducted in sight of the donor.

b. If the donor is unable to provide the appropriate quantity of urine, the collection site person shall instruct the individual to drink up to forty (40) ounces of fluid distributed reasonably through a period of up to three (3) hours to attempt to provide a sample. If the individual is still unable to provide a complete sample, the test shall be discontinued and the school district notified. The DER shall refer the donor for a medical evaluation to determine if the donor's inability to provide a specimen is genuine or constitutes a refusal to test. For pre-employment testing, the school district may elect to not have a referral made, and revoke the employment offer.

c. Drug test results are reported directly to the MRO by the testing laboratory. The MRO reports the results to the DER. If the results are negative, the school district is informed and no further action is necessary. If the test result is confirmed positive, adulterated, substituted, or invalid, the MRO shall give the donor an opportunity to discuss the test result. The MRO will contact the donor directly, on a confidential basis, to determine whether the donor wishes to discuss the test result. The MRO shall notify each donor that the donor has seventy-two (72) hours from the time of notification in which to request a test of the split specimen at the donor's expense. No split specimen testing is done for an invalid result.

d. If the donor requests an analysis of the split specimen within seventy-two (72) hours of having been informed of a confirmed positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another Department of Health and Human Services – SAMHSA certified laboratory for analysis. If the donor has not contacted the MRO within seventy-two (72) hours, the donor may present the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the confirmed positive test, or other circumstances unavoidably prevented the donor from timely making contact. If the MRO concludes that a legitimate explanation for the donor's failure to contact him/her within seventy-two (72) hours exists, the MRO shall direct the analysis of the split specimen. The MRO will review the confirmed positive test result to determine whether an acceptable medical reason for the positive result exists. The MRO shall confirm and report a positive test result to the DER and the employee

when no legitimate medical reason for a positive test result as received from the testing laboratory exists.

e. If, after making reasonable efforts and documenting those efforts, the MRO is unable to reach the donor directly, the MRO must contact the DER who will direct the donor to contact the MRO. If the DER is unable to contact the donor, the donor will be suspended from performing safety-sensitive functions.

f. The MRO may confirm the test as a positive without having communicated directly with the donor about the test results under the following circumstances:

(1) The donor expressly declines the opportunity to discuss the test results;

(2) The donor has not contacted the MRO within seventy-two (72) hours of being instructed to do so by the DER; or

(3) The MRO and the DER, after making and documenting all reasonable efforts, have not been able to contact the donor within ten (10) days of the date the confirmed test result was received from the laboratory.

2. Alcohol Testing

[Note: The DOT Alcohol Testing Form (ATF) must be used for every DOT alcohol test. 49 Code of Federal Regulations section 40.225.]

a. The federal alcohol testing regulations require testing to be administered by a BAT using an EBT or an STT using an ASD. EBTs and ASDs can be used for screening tests but only EBTs can be used for confirmation tests.

b. Any test result less than 0.02 alcohol concentration is considered a "negative" test.

c. If the donor is unable to provide sufficient saliva for an ASD, the DER will immediately arrange to use an EBT. If the donor attempts and fails to provide an adequate amount of breath, the school district will direct the donor to obtain a written evaluation from a licensed physician to determine if the donor's inability to provide a breath sample is genuine or constitutes a refusal to test.

d. If the screening test results show alcohol concentration of 0.02 or higher, a confirmatory test conducted on an EBT will be required to be performed between fifteen (15) and thirty (30) minutes after the completion of the screening test.

e. Alcohol tests are reported directly to the DER.

J. Driver/Driver Applicant Rights

1. All drivers and driver applicants subject to the controlled substances testing provisions of this policy who receive a confirmed positive test result for the use of controlled substances have the right to request, at the driver's or driver applicant's expense, a confirming retest of the split urine sample. If the confirming retest is negative, no adverse action will be taken against the driver, and a driver applicant will be considered for employment.

   [Note: The limitation on discharge in Paragraph 2., below, is contained solely in Minnesota law. State law is preempted by federal laws and regulations as it relates to drivers of commercial motor vehicles (such as bus drivers). See Minnesota Statutes section 221.031, Subd. 10. Nevertheless, school districts may decide to comply with the state law requirements for various reasons (such as to treat all school district employees equally since employees subject to testing only under state law are accorded these additional rights). Consultation with the school district's legal counsel is recommended.]

2. The school district will not discharge a driver who, for the first time, receives a confirmed positive drug or alcohol test UNLESS:

   a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with the SAP; and

   b. The employee refuses to participate in the recommended program, or fails to successfully complete the program as evidenced by withdrawal before its completion or by a positive test result on a confirmatory test after completion of the program.

   c. This limitation on employee discharge does not bar discharge of an employee for reasons independent of the first confirmed positive test result.

K. Testing Laboratory

The testing laboratory for controlled substances will be [***name, address, telephone number***], which is a laboratory certified by the Department of Health and Human Services – SAMHSA to perform controlled substances testing pursuant to federal regulations.

L. Confidentiality of Test Results

All alcohol and controlled substances test results and required records of the drug and alcohol testing program are considered confidential information under federal law and private data on individuals as that phrase is defined in Minnesota Statutes, Chapter 13. Any information concerning the individual's test results and records shall not be released without written permission of the individual, except as provided for by regulation or law.

M. Recordkeeping Requirements and Retention of Records

1. The school district shall keep and maintain records in accordance with the

federal regulations in a secure location with controlled access.

[Note: The federal recordkeeping requirements for school districts are detailed in the federal regulations, 49 Code of Federal Regulations sections 382.401 et seq. and 40.331. The DOT publishes a guide to the recordkeeping requirements of mandatory drug and alcohol testing for persons with a commercial driver's license as part of its Alcohol & Drugs: DOT Compliance Manual.]

2. The required records shall be retained for the following minimum periods:

Basic records	5 years

"Basic records" includes records of: (a) alcohol test results with concentration of 0.02 or greater; (b) verified positive drug test results; (c) refusals to submit to required tests (including substituted or adulterated drug test results); (d) SAP reports; (e) all follow-up tests and schedules for follow-up tests; (f) calibration documentation; (g) administration of the testing programs; and (h) each annual calendar year summary.

Information obtained from previous employers	3 years
Alcohol and controlled substance collection procedures	2 years
Negative and cancelled controlled substance tests	1 year
Alcohol tests with less than 0.02 concentration	1 year
Education and training records	indefinite

"Education and training records" must be maintained while the individuals perform the functions which require training and for the two (2) years after ceasing to perform those functions.

3. Personal Information

Personal information about all individuals who undergo any required testing under this policy will be shared with the U.S. DOT Drug & Alcohol Clearinghouse ("Clearinghouse) as required under federal law, including:

a. The name of the person tested;

b. Any verified positive, adulterated, or substituted drug test result;

c. Any alcohol confirmation test with a BAC concentration of 0.04 or higher;

d. Any refusal to submit to any test required hereunder;

e. Any report by a supervisor of actual knowledge of use as follows

i. Any on-duty alcohol use;
ii. Any pre-duty alcohol use;
iii. Any alcohol use following an accident; and
iv. Any controlled substance use.

f. Any report from a substance abuse professional certifying successful completion of the return-to-work process;

g. Any negative return-to-duty test; and

h. Any employer's report of completion of follow-up testing.

N. Training

The school district shall ensure all persons designated to supervise drivers receive training. The designated employees shall receive at least sixty (60) minutes of training on alcohol misuse and at least sixty (60) minutes of training on controlled substances use. The training shall include physical, behavioral, speech, and performance indicators of probable misuse of alcohol and use of controlled substances. The training will be used by the supervisors to make determinations of reasonable suspicion.

O. Consequences of Prohibited Conduct and Enforcement

1. Removal. The school district shall remove a driver who has engaged in prohibited conduct from safety-sensitive functions. A driver shall not be permitted to return to safety-sensitive functions until and unless the return-to-duty requirements of federal DOT regulations have been completed.

2. Referral, Evaluation, and Treatment

a. A driver or driver applicant who has engaged in prohibited conduct shall be provided a listing of SAPs readily available to the driver or applicant and acceptable to the school district.

[Note: Subparagraphs b. and c., below, are based on the provisions of 49 Code of Federal Regulations section 40.289.]

b. If the school district offers a driver an opportunity to return to a DOT safety-sensitive duty following a violation, the driver must be evaluated by an SAP and the driver is required to successfully comply with the SAP's evaluation recommendations (education, treatment, follow-up evaluation(s), and/or ongoing services). The school district is not required to provide an SAP evaluation or any subsequent recommended education or treatment.

[Note: School districts are not required to comply with state law governing drug and alcohol testing when the individuals are subject to the federal laws and regulations (i.e., bus drivers). If a school district, after consultation with legal counsel, chooses to comply voluntarily with these requirements, Subparagraph b., above, can be modified as follows:

b. The school district will offer a driver an opportunity to return to a DOT safety-sensitive duty following an employee's first positive test result on a confirmatory test if no reasons independent of the first test result for discharge exist. Otherwise, the school district may choose, but is not required, to provide an SAP evaluation or any subsequent recommended education or treatment.]

c. Drivers are responsible for payment for SAP evaluations and services

unless a collective bargaining agreement or employee benefit plan provides otherwise.

d. Drivers who engage in prohibited conduct also are required to comply with follow-up testing requirements.

3. Disciplinary Action

a. Any driver who refuses to submit to post-accident, random, reasonable suspicion, or follow-up testing not only shall not perform or continue to perform safety-sensitive functions, but also may be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.

b. Drivers who test positive with verification of a confirmatory test or are otherwise found to be in violation of this policy or the federal regulations shall be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.

c. Nothing in this policy limits or restricts the right of the school district to discipline or discharge a driver for conduct which not only constitutes prohibited conduct under this policy but also violates the school district's other rules or policies.

P. Other Testing

The school district may request or require that drivers submit to drug and alcohol testing other than that required by federal law. For example, drivers may be requested or required to undergo drug and alcohol testing on an annual basis as part of a routine physical examination. Such additional testing of drivers will be conducted only in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957. For purposes of such additional, non-mandatory testing, drivers fall within the definition of "other employees" covered by Section IV. of this policy.

[Note: When the testing of drivers complies with federal testing requirements and procedures, school districts clearly are exempt from the state drug and alcohol testing requirements in Minnesota Statutes, sections 181.950-181.957. See Minnesota Statutes section 221.031, subdivision 10. When testing beyond the federally mandated requirements, however, school districts still must comply with state law.]

Q. Report to Clearinghouse

The school district shall promptly submit to the Clearinghouse any record generated of an individual who refuses to take an alcohol or controlled substance test required under Title 49, Code of Federal Regulations, tests positive for alcohol or a controlled substance in violation of federal regulations, or violates subpart B of Part 382 of Title 49, Code of Federal Regulations (or any subsequent corresponding regulations).

R. Annual Clearinghouse Query

1. The school district must conduct a query of the Clearinghouse record at least once per year for information for all employees subject to controlled substance and alcohol testing related to CMV operation to determine whether information

exists in the Clearinghouse about those employees. In lieu of a full query, the school district may obtain the individual driver's consent to conduct a limited query to satisfy the annual query requirement. The limited query will tell the employer whether there is information about the driver in the Clearinghouse but will not release that information to the employer. If the limited query shows that information exists in the Clearinghouse about the driver, the school district must conduct a full query within twenty-four (24) hours or must not allow the driver to continue to perform any safety-sensitive function until the employee conducts the full query and the results confirm the driver's Clearinghouse record contains no prohibitions showing the driver has a verified positive, adulterated or substitute controlled substance test, no alcohol confirmation test with a concentration of 0.04 or higher, refuses to submit to a test, or was reported to have used alcohol on duty, before duty, following an accident or otherwise used a controlled substance in violation of the regulations except where the driver completed the SAP evaluation, referral and education/treatment process as required by the regulations. The school district shall comply with the query requirements set forth in 49 Code of Federal Regulations 382.701.

2 The school district may not access an individual's Clearinghouse record unless the school district (1) obtains the individual's prior written or electronic consent for access to the record; and (2) submits proof of the individual's consent to the Clearinghouse. The school district must retain the consent for three (3) years from the date of the last query. The school district shall retain for three (3) years a record of each request for records from the Clearinghouse and the information received pursuant to the request.

3. The school district shall protect the individual's privacy and confidentiality of each Clearinghouse record it receives. The school district shall ensure that information contained in a Clearinghouse record is not divulged to a person or entity not directly involved in assessing and evaluating whether a prohibition applies with respect to the individual to operate a CMV for the school district.

4. The school district may use an individual's Clearinghouse record only to assess and evaluate whether a prohibition applies with respect to the individual to operate a CMV for the school district.

IV. DRUG AND ALCOHOL TESTING FOR OTHER EMPLOYEES

The school district may request or require drug and alcohol testing for other school district personnel, i.e., employees who are not school bus drivers, or job applicants for such positions. The school district does not have a legal duty to request or require any employee or job applicant to undergo drug and alcohol testing as authorized in this policy, except for school bus drivers and other drivers of CMVs who are subject to federally mandated testing. (See Section III. of this policy.) If a school bus driver is requested or required to submit to drug or alcohol testing beyond that mandated by federal law, the provisions of Section IV. of this policy will be applicable to such testing.

A. Circumstances Under Which Drug or Alcohol Testing May Be Requested or Required:

1. General Limitations

a. The school district will not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing, unless the testing is done pursuant to this drug and alcohol testing policy; and is conducted by a testing

laboratory that meets one of the criteria listed in Minnesota Statutes, section 181.953, subdivision 1.

b. The school district will not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing on an arbitrary and capricious basis.

2. Job Applicant Testing

The school district may request or require any job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing, provided a job offer has been made to the applicant and the same test is requested or required of all job applicants conditionally offered employment for that position. If a job applicant has received a job offer that is contingent on the applicant's passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the event the job offer is subsequently withdrawn, the school district shall notify the job applicant of the reason for its action.

3. Random Testing

The school district may request or require employees to undergo drug and alcohol testing on a random selection basis only if they are employed in safety-sensitive positions.

4. Reasonable Suspicion Testing

The school district may request or require any employee to undergo drug and alcohol testing if the school district has a reasonable suspicion that the employee:

a. is under the influence of drugs or alcohol;

b. has violated the school district's written work rules prohibiting the use, possession, sale, or transfer of drugs or alcohol while the employee is working or while the employee is on the school district's premises or operating the school district's vehicles, machinery, or equipment;

c. has sustained a personal injury, as that term is defined in Minnesota Statutes, section 176.011, subdivision 16, or has caused another employee to sustain a personal injury; or

d. has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.

5. Treatment Program Testing

The school district may request or require any employee to undergo drug and alcohol testing if the employee has been referred by the school district for chemical dependency treatment or evaluation or is participating in a chemical dependency treatment program under an employee benefit plan, in which case the employee may be requested or required to undergo drug and alcohol testing without prior notice during the evaluation or treatment period and for a period

of up to two (2) years following completion of any prescribed chemical dependency treatment program.

6. Routine Physical Examination Testing

The school district may request or require any employee to undergo drug and alcohol testing as part of a routine physical examination provided the drug or alcohol test is requested or required no more than once annually and the employee has been given at least two weeks' written notice that a drug or alcohol test may be requested or required as part of the physical examination.

B. No Legal Duty to Test

The school district does not have a legal duty to request or require any employee or job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing.

C. Definitions

1. "Drug" means a controlled substance as defined in Minnesota Statutes, including medical cannabis, regardless of enrollment in the state registry program.

2. "Drug and Alcohol Testing," "Drug or Alcohol Testing," and "Drug or Alcohol Test" mean analysis of a body component sample by a testing laboratory that meets one of the criteria listed in Minnesota Statutes, section181.953, subdivision 1, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.

3. "Other Employees" means any persons, independent contractors, or persons working for an independent contractor who perform services for the school district for compensation, either full time or part time, in whatever form, except for persons whose positions require a commercial driver's license, and includes both professional and nonprofessional personnel. Persons whose positions require a commercial driver's license are primarily governed by the provisions of the school district's drug and alcohol testing policy relating to school bus drivers (Section III.). To the extent that the drug and alcohol testing of persons whose positions require a commercial driver's license is not mandated by federal law and regulations, such testing shall be governed by Section IV. of this policy and the drivers shall fall within this definition of "other employees."

4. "Job Applicant" means a person, independent contractor, or person working for an independent contractor who applies to become an employee of the school district in a position that does not require a commercial driver's license, and includes a person who has received a job offer made contingent on the person's passing drug or alcohol testing. Job applicants for positions requiring a commercial driver's license are governed by the provisions of the school district's drug and alcohol testing policy relating to school bus drivers (Section III.).

5. "Positive Test Result" means a finding of the presence of drugs, alcohol, or their metabolites in the sample tested in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.

6. "Random Selection Basis" means a mechanism for selection of employees that:

a. results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected; and

b. does not give the school district discretion to waive the selection of any employee selected under the mechanism.

7. "Reasonable Suspicion" means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.

8. "Safety-Sensitive Position" means a job, including any supervisory or management position, in which an impairment caused by drug or alcohol usage would threaten the health or safety of any person.

D. Right of Other Employee or Job Applicant to Refuse Drug and Alcohol Testing and Consequences of Such Refusal

1. Right of Other Employee or Job Applicant to Refuse Drug and Alcohol Testing

Any employee or job applicant whose position does not require a commercial driver's license has the right to refuse drug and alcohol testing subject to the provisions contained in Paragraphs 2. and 3. of Section IV.D.

2. Consequences of an Employee's Refusal to Undergo Drug and Alcohol Testing

Any employee in a position that does not require a commercial driver's license who refuses to undergo drug and alcohol testing in the circumstances set out in the Random Testing, Reasonable Suspicion Testing, and Treatment Program Testing provisions of this policy may be subject to disciplinary action, up to and including immediate discharge.

3. Consequences of a Job Applicant's Refusal to Undergo Drug and Alcohol Testing

Any job applicant for a position which does not require a commercial driver's license who refuses to undergo drug and alcohol testing pursuant to the Job Applicant Testing provision of this policy shall not be employed.

E. Reliability and Fairness Safeguards

1. Pretest Notice

Before requesting an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing, the school district shall provide the employee or job applicant with a Pretest Notice in the form of Attachment D to this policy on which to acknowledge that the employee or job applicant has received the school district's drug and alcohol testing policy.

2. Notice of Test Results

Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing an employee or job applicant who has undergone drug or alcohol testing of a negative test result on an initial screening test or of a negative or positive test result on a confirmatory test.

3. Notice of and Right to Test Result Report

Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing, an employee or job applicant who has undergone drug or alcohol testing of the employee or job applicant's right to request and receive from the school district a copy of the test result report on any drug or alcohol test.

4. Notice of and Right to Explain Positive Test Result

a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide the individual with notice of the test results and, at the same time, written notice of the right to explain the results and to submit additional information.

b. The school district may request that the employee or job applicant indicate any over-the-counter or prescription medication that the individual is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result.

c. The employee may present verification of enrollment in the medical cannabis patient registry as part of the employee's explanation.

d. Use of nonintoxicating cannabinoids or edible cannabinoid products is not a legitimate medical explanation for a confirmed positive test result for marijuana. MROs will verify a drug test confirmed as positive, even if an employee claims to have only used nonintoxicating cannabinoids or edible cannabinoid product.

e. Within three (3) working days after notice of a positive test result on a confirmatory test, an employee or job applicant may submit information (in addition to any information already submitted) to the school district to explain that result.

5. Notice of and Right to Request Confirmatory Retests

a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide the individual with notice of the test results and, at the same time, written notice of the right to request a confirmatory retest of the original sample at his or her expense.

b. An employee or job applicant may request a confirmatory retest of the original sample at his or her own expense after notice of a positive test result on a confirmatory test. Within five (5) working days after notice of the confirmatory test result, the employee or job applicant shall notify the school district in writing of his or her intention to obtain a confirmatory retest. Within three (3) working days after receipt of the notice, the school district shall notify the original testing laboratory that the employee or job applicant has requested the laboratory to conduct the confirmatory retest or to transfer the sample to another laboratory licensed under Minnesota Statutes, section 181.953, subdivision 1 to conduct the confirmatory retest. The original testing laboratory shall ensure that appropriate chain-of-custody procedures are followed

during transfer of the sample to the other laboratory. The confirmatory retest must use the same drug or alcohol threshold detection levels as used in the original confirmatory test. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against the employee or job applicant.

6. If an employee or job applicant has a positive test result on a confirmatory test, the school district, at the time of providing notice of the test results, shall also provide written notice to inform the individual of other rights provided under Sections F. or G., below, whichever is applicable.

   Attachments E and F to this policy provide the Notices described in Paragraphs 2. through 6. of this Section E.

F. Discharge and Discipline of Employees Whose Positions Do Not Require a Commercial Driver's License

1. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.

2. In the case of a positive test result on a confirmatory test, the employee shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.

3. The school district may not discharge an employee for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test requested by the school district, unless the following conditions have been met:

   a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical abuse counselor or a physician trained in the diagnosis and treatment of chemical dependency; and

   b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.

4. Notwithstanding Paragraph 1., the school district may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the school district believes that it is reasonably necessary to protect the health or safety of the employee, co-employees or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.

5. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information or the employee's status as a patient enrolled in the medical cannabis registry program revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon, or after hire, or failing to do so would violate federal law or regulations or cause the school district to lose money or licensing-related benefit under federal law or regulations.

6. The school district may not discriminate against any employee in termination, discharge, or any term of condition of employment or otherwise penalize an employee based upon an employee registered patient's positive drug test for cannabis components or metabolites, unless the employee used, possessed, or was impaired by medical cannabis on school district property during the hours of employment.

7. An employee must be given access to information in the individual's personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

G. Withdrawal of Job Offer for an Applicant for a Position That Does Not Require a Commercial Driver's License

If a job applicant has received a job offer made contingent on the applicant's passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the case of a positive test result on a confirmatory test, the school district may withdraw the job offer.

H. Chain-of-Custody Procedures

The school district has established its own reliable chain-of-custody procedures to ensure proper record keeping, handling, labeling, and identification of the samples to be tested. The procedures require the following:

1. Possession of a sample must be traceable to the employee from whom the sample is collected, from the time the sample is collected through the time the sample is delivered to the laboratory;

2. The sample must always be in the possession of, must always be in view of, or must be placed in a secure area by a person authorized to handle the sample;

3. A sample must be accompanied by a written chain-of-custody record; and

4. Individuals relinquishing or accepting possession of the sample must record the time the possession of the sample was transferred and must sign and date the chain-of-custody record at the time of transfer.

I. Privacy, Confidentiality and Privilege Safeguards

1. Privacy Limitations

A laboratory may only disclose to the school district test result data regarding the presence or absence of drugs, alcohol or their metabolites in a sample

tested.

2. Confidentiality Limitations

With respect to employees and job applicants, test result reports and other information acquired in the drug or alcohol testing process are private data on individuals as that phrase is defined in Minnesota Statutes Chapter 13, and may not be disclosed by the school district or laboratory to another employer or to a third-party individual, governmental agency, or private organization without the written consent of the employee or job applicant tested.

3. Exceptions to Privacy and Confidentiality Disclosure Limitations

Notwithstanding Paragraphs 1. and 2., evidence of a positive test result on a confirmatory test may be: (1) used in an arbitration proceeding pursuant to a collective bargaining agreement, an administrative hearing under Minnesota Statutes, Chapter 43A or other applicable state or local law, or a judicial proceeding, provided that information is relevant to the hearing or proceeding; (2) disclosed to any federal agency or other unit of the United States government as required under federal law, regulation or order, or in accordance with compliance requirements of a federal government contract; and (3) disclosed to a substance abuse treatment facility for the purpose of evaluation or treatment of the employee.

4. Privilege

Positive test results from the school district drug or alcohol testing program may not be used as evidence in a criminal action against the employee or job applicant tested.

J. Notice of Testing Policy to Affected Employees

The school district shall provide written notice of this drug and alcohol testing policy to all affected employees upon adoption of the policy, to a previously non-affected employee upon transfer to an affected position under the policy, and to a job applicant upon hire and before any testing of the applicant if the job offer is made contingent on the applicant's passing drug and alcohol testing. Affected employees and applicants will acknowledge receipt of this written notice in the form of Attachment G to this policy.

V. POSTING

The school district shall post notice in an appropriate and conspicuous location on its premises that it has adopted a drug and alcohol testing policy and that copies of the policy are available for inspection during regular business hours by its employees or job applicants in its personnel office or other suitable locations.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. Ch. 43A (State Personnel Management)
Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.22 (Definitions; Medical Cannabis)
Minn. Stat. § 152.23 (Limitations; Medical Cannabis)
Minn. Stat. § 152.32 (Protections for Registry Program Participation)
Minn. Stat. § 176.011, subd. 16 (Definitions; Personal Injury)

Minn. Stat. §§ 181.950-181.957 (Drug and Alcohol Testing in the Workplace)
Minn. Stat. § 221.031 (Motor Carrier Rules)
49 U.S.C. § 31306 (Omnibus Transportation Employee Testing Act of 1991)
49 U.S.C. 31306a (National Clearinghouse for Controlled Substance and Alcohol Test Results of Commercial Motor Vehicle Operators)
49 U.S.C. § 521(b) (Civil and Criminal Penalties for Violations)
49 C.F.R. Parts 40 and 382 (Department of Transportation Rules Implementing Omnibus Transportation Employee Testing Act of 1991)

Cross-References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)

ATTACHMENTS TO
DRUG AND ALCOHOL TESTING POLICY

Attachments A through C are to be used in conjunction with the drug and alcohol testing of bus drivers and driver applicants.

- Attachment A is a "Driver Acknowledgment–Drug and Alcohol Testing Policy Materials" form that should be used to document receipt of the policy and other materials by drivers and driver applicants. It is referred to in Article III., Section C., Paragraph 4. of the policy.

- Attachment B is a "Bus Driver or Driver Applicant–Authorization to Release Information" form. It is referred to in Article III., Section H., Paragraph 1. of the policy.

- Attachment C is a "Bus Driver or Driver Applicant–Refusal to Submit to Testing" form. It is referred to in Article III., Section H., Paragraph 7. of the policy.

Attachments D through G are to be used in conjunction with drug and alcohol testing of non-bus drivers and applicants.

- Attachment D is a "Pretest Notice" that must be provided to non-school bus driver employees or job applicants before requesting that the employee or job applicant undergo drug or alcohol testing. It is referred to in Article IV., Section E., Paragraph 1. of the policy.

- Attachment E is a "Notice of Test Results and Various Rights" which should be used by the District when notifying non-school bus driver employees or job applicants of test results and other rights. It is referred to in Article IV., Section E., Paragraph 6. of the policy.

- Attachment F is an "Explanation of Positive Test Result" form which should be used by the school district to request that the employee or job applicant submit information to the school district relevant to the reliability of, or explanation for, a positive test result. It is referred to in Article IV., Section E., Paragraph 4. of the policy.

- Finally, the District may wish to use Attachment G, entitled "Acknowledgment–Drug and Alcohol Testing Policy," to document that written notice of the policy was given to all affected employees. It is referred to in Article IV., Section J. of the policy.

ATTACHMENT A

(D R A F T)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

— DRIVER ACKNOWLEDGMENT —

DRUG AND ALCOHOL TESTING POLICY AND MATERIALS

I have received a copy of the Drug and Alcohol Testing Policy of Independent School District No. ____, _____, Minnesota and have read it in its entirety. I understand that I am subject to the provisions of Article III of the policy, entitled Drug and Alcohol Testing for Bus Drivers, because the position involves operating a commercial motor vehicle and requires a commercial driver's license.

The District's policy was provided to me:

- ☐ Upon adoption of the policy (employee).
- ☐ Upon my hire (job applicant/new employee).
- ☐ After receipt of my conditional job offer, before any testing if my job offer is contingent upon my passing of drug and alcohol testing (job applicant).

I also received materials concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or drug problem; and available methods of intervening when an alcohol or drug problem is suspected.

I have been advised that the Alcohol and Controlled Substances Testing Program Manager is _____ and that any questions I may have concerning the Policy should be directed to the Program Manager.

Dated: _____ _____

Signature of Employee/Applicant

_____

Typed or Printed Name

ATTACHMENT B

(D R A F T)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

— BUS DRIVER OR DRIVER APPLICANT —

AUTHORIZATION TO RELEASE INFORMATION

Section I. To be completed by the school district, signed by the bus driver, or driver applicant, and transmitted to the previous employer:

Employee Printed or Typed Name: _____

Employee SS or ID Number: _____

I hereby authorize release of information from my Department of Transportation regulated drug and alcohol testing records by my previous employer, listed in Section I-B, to the employer listed in Section I-A. This release is in accordance with DOT Regulation 49 CFR Part 40, Section 40.25. I understand that information to be released in Section II-A by my previous employer, is limited to the following DOT-regulated testing items:

1. Alcohol tests with a result of 0.04 or higher;
2. Verified positive drug tests;
3. Refusals to be tested;
4. Other violations of DOT agency drug and alcohol testing regulations;
5. Information obtained from previous employers of a drug and alcohol rule violation;
6. Documentation, if any, of completion of the return-to-duty process following a rule violation.

Employee Signature: _____ Date: _____

Section I-A.
School District Name: _____

Address: _____

_____

Phone #: _____ Fax #: _____

Designated Employer Representative: _____

Section I-B.

Previous Employer Name: _____

Address: _____

_____

Phone #: _____

Designated Employer Representative (if known): _____

Section II. To be completed by the previous employer and transmitted by mail or fax to the new employer:

Section II-A. In the two years prior to the date of the employee's signature (in Section I), for DOT-regulated testing:

1. Did the employee have alcohol tests with a result of 0.04 or higher? YES _____ NO _____
2. Did the employee have verified positive drug tests? YES _____ NO _____
3. Did the employee refuse to be tested? YES _____ NO _____
4. Did the employee have other violations of DOT agency drug and alcohol testing regulations? YES _____ NO _____
5. Did a previous employer report a drug and alcohol rule violation to you? YES _____ NO _____
6. If you answered "yes" to any of the above items, did the employee complete the return-to-duty process? N/A_____ YES _____ NO _____

NOTE: If you answered "yes" to item 5, you must provide the previous employer's report. If you answered "yes" to item 6, you must also transmit the appropriate return-to-duty documentation (e.g., SAP report(s), follow-up testing record).

Section II-B.

Name of person providing information in Section II-A: _____

Title: _____

Phone #: _____

Date: _____

ATTACHMENT C

(D R A F T)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

— BUS DRIVER OR DRIVER APPLICANT —
REFUSAL TO SUBMIT TO TESTING

I hereby refuse to submit to drug/alcohol testing by doing the following:

- Failing to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so;
- Failing to remain at the testing site until the testing process is complete;
- Failing to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test;
- Failing to permit the observation or monitoring of any provision of a specimen in the case of a directly observed or monitored collection in a drug test;
- Failing to provide a sufficient breath specimen or sufficient amount of urine when directed and it has been determined that there was no adequate medical explanation for the failure;
- Failing or declining to take a second test as directed;
- Failing to undergo a medical examination or evaluation, as directed by the Medical Review Officer (MRO) or the Designated Employer Representative (DER);
- Failing to cooperate with any part of the testing process (e.g., refusing to empty pockets when so directed by the collector, behaving in a confrontational way that disrupts the collection process, failing to wash hands after being directed to do so by the collector, failing to sign the certification on the form;
- Failing to follow the observer's instructions, in an observed collection, to raise the driver's clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process;
- Possessing or wearing a prosthetic or other device that could be used to interfere with the collection process;
- Admitting to the collector or MRO that the driver adulterated or substituted the specimen; or
- Having a verified adulterated or substituted test as reported by the MRO.

[An applicant who fails to appear for a preemployment test, who leaves the testing site before the preemployment testing process commences, or who does not provide a urine specimen because he or she left before it commences, is not deemed to have refused to submit to testing.]

I recognize that my refusal subjects me to the consequences specified in federal law and regulations. It also constitutes a presumption of a positive result. I further recognize that if I am an applicant, I will be disqualified from consideration for the conditionally-offered position. If I am an employee, I will not be permitted to perform safety-sensitive functions, and will be considered insubordinate and subject to disciplinary action, up to and including dismissal. If the school district offers me an opportunity to return to a DOT safety-sensitive function, I understand I will be evaluated by a substance abuse professional, and will be required to submit to a return-to-duty test prior to being considered for reassignment to safety-sensitive functions.

Date: _____

Time: _____

_____

Signature of Employee/Applicant

Supervisor: _____

_____

Supervisor's Signature

Comments: _____

_____

_____

☐ Employee refusal to sign

Supervisor's Initials: _____

ATTACHMENT D

(D R A F T)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

— PRETEST NOTICE —

I, the undersigned employee/job applicant of Independent School District No. ____, _____, Minnesota ("School District") do hereby acknowledge that I have been provided a copy of the School District's Drug and Alcohol Testing Policy.

Date: _____ _____

Signature of Employee/Job Applicant

_____

Typed or Printed Name

ATTACHMENT E

(D R A F T)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

[Employee Name]
[Employee Address]

RE: Drug and/or Alcohol Test
[Date of Testing]

NOTICE OF TEST RESULTS AND VARIOUS RIGHTS

Test Results:

Independent School District No. ___, _____, Minnesota has received the test result report from the testing laboratory:

G Your initial screening test result was negative.
G Your confirmatory test result was negative.
G Your confirmatory test result was positive.

Test Result Report:

You have the right to request and receive from the school district a copy of the test result on any drug or alcohol test.

Right to Explain Positive Test Result:

In the case of a positive test result on a confirmatory test, you have the right to explain the results. You may, within three (3) working days after notice of a positive test result on a confirmatory test, submit information to the school district, in addition to any information already submitted, to explain that result. Attached to this Notice is a document entitled "Explanation of Positive Test Result" for this purpose.

Right to Request Confirmatory Retests:

In the case of a positive test result on a confirmatory test, you have the right to request a confirmatory retest of the original sample at your own expense.

Within five (5) working days after notice of the confirmatory test result, you must notify the school district in writing of your intention to obtain a confirmatory retest.

Within three (3) working days after receipt of the notice, the school district shall notify the original testing laboratory that you have requested the laboratory to conduct the confirmatory retest or to transfer the sample to another laboratory licensed under Minn. Stat. § 181.953, Subd. 1 to conduct the confirmatory retest. The original testing laboratory shall ensure that appropriate chain-of-custody procedures are followed during transfer of the sample to the other laboratory. The confirmatory retest must use the same drug or alcohol threshold detection levels as used in the original confirmatory test. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against you.

Other Rights:

In the case of a positive test result on a confirmatory test, you may have other rights provided under the sections detailed below.

A. Employee Discharge and Discipline

1. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee whose position does not require a commercial driver's license on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.

   In the case of a positive test result on a confirmatory test, the employee shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.

2. The school district may not discharge an employee whose position does not require a commercial driver's license for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test requested by the school district, unless the following conditions have been met:

   a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependency; and

   b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.

3. Notwithstanding Paragraph 1., the school district may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the school district believes that it is reasonably necessary to protect the health or safety of the employee, co-employees or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.

4. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon, or after hire.

5. An employee must be given access to information in the employee's personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

B. Withdrawal of Applicant's Job Offer

If a job applicant for a position that does not require a commercial driver's license has received a job offer made contingent on the applicant passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the case of a positive test result on a confirmatory test, the school district may withdraw the job offer.

ATTACHMENT F

(D R A F T)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

EXPLANATION OF POSITIVE TEST RESULT

I, the undersigned employee/job applicant of Independent School District No. _____, _____, Minnesota acknowledge receipt of a Notice of Test Results and Various Rights. This includes my right to explain the positive test result on a confirmatory test.

I am currently taking or have recently taken:

- ☐ no over-the-counter or prescription medications; or
- ☐ the following over-the-counter or prescription medications:

_____

_____

I also offer the following information relevant to the reliability of, or explanation for, a positive test result:

_____

_____

_____

Date: _____ _____

Signature of Employee/Job Applicant

_____

Typed or Printed Name

ATTACHMENT G

(D R A F T)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

— ACKNOWLEDGMENT —

DRUG AND ALCOHOL TESTING POLICY

I have received a copy of the Drug and Alcohol Testing Policy of Independent School District No. ____, _____, Minnesota and have read it in its entirety.

The District's policy was provided to me:

- ☐ Upon adoption of the policy (employee)
- ☐ Upon my hire (job applicant/new employee)
- ☐ After receipt of my conditional job offer, before any testing if my job offer is contingent upon my passing of drug and alcohol testing. (job applicant)

Dated: _____ _____

Signature of Employee/Applicant

_____

Typed or Printed Name

418 DRUG-FREE WORKPLACE/DRUG-FREE SCHOOL

[Note: School districts are required by statute to have a policy addressing these issues.]

I. PURPOSE

The purpose of this policy is to maintain a safe and healthful environment for employees and students by prohibiting the use of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids (including edible cannabinoid products), and controlled substances without a physician's prescription.

II. GENERAL STATEMENT OF POLICY

A. Use or possession of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids (including edible cannabinoid products), and controlled substances before, during, or after school hours, at school or in any other school location, is prohibited as general policy. Paraphernalia associated with controlled substances is prohibited.

B. A violation of this policy occurs when any student, teacher, administrator, other school district personnel, or member of the public uses or possesses alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids (including edible cannabinoid products), or controlled substances in any school location.

C. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or member of the public who violates this policy.

III. DEFINITIONS

A. "Alcohol" includes any alcoholic beverage containing more than one-half of one percent alcohol by volume.

B. "Controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 United States Code section 812, including analogues and look-alike drugs.

C. "Edible cannabinoid product" means any product that is intended to be eaten or consumed as a beverage by humans, contains a cannabinoid in combination with food ingredients, and is not a drug.

D. "Nonintoxicating cannabinoid" means substances extracted from certified hemp plants that do not produce intoxicating effects when consumed by any route of administration.

E. "Medical cannabis" means any species of the genus cannabis plant, or any mixture or preparation of them, including whole plant extracts and resins, and is delivered in the form of: (1) liquid, including, but not limited to, oil; (2) pill; (3) vaporized delivery

method with use of liquid or oil but which does not require the use of dried leaves or plant form; (4) combustion with use of dried raw cannabis; or (5) any other method approved by the commissioner.

F. "Possess" means to have on one's person, in one's effects, or in an area subject to one's control.

G. "School location" includes any school building or on any school premises; in any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.

H. "Toxic substances" includes: (1) glue, cement, aerosol paint, containing toluene, benzene, xylene, amyl nitrate, butyl nitrate, nitrous oxide, or containing other aromatic hydrocarbon solvents, but does not include glue, cement, or paint contained in a packaged kit for the construction of a model automobile, airplane, or similar item; (2) butane or a butane lighter; or (3) any similar substance declared to be toxic to the central nervous system and to have a potential for abuse, by a rule adopted by the commissioner of health.

I. "Use" includes to sell, buy, manufacture, distribute, dispense, possess, use, or be under the influence of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids (including edible cannabinoid products), and/or controlled substances, whether or not for the purpose of receiving remuneration or consideration.

IV. EXCEPTIONS

A. A violation of this policy does not occur when a person brings onto a school location, for such person's own use, a controlled substance, except medical cannabis, which has a currently accepted medical use in treatment in the United States and the person has a physician's prescription for the substance. The person shall comply with the relevant procedures of this policy.

B. A violation of this policy does not occur when a person possesses an alcoholic beverage in a school location when the possession is within the exceptions of Minnesota Statutes section 624.701, subdivision 1a (experiments in laboratories; pursuant to a temporary license to sell liquor issued under Minnesota laws or possession after the purchase from such a temporary license holder).

V. PROCEDURES

A. Students who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, must comply with the school district's student medication policy.

[Note: School districts are required by Minnesota Statutes, section 121A.22 to develop procedures for the administration of drugs and medicine. If the school district does not have a student medication policy such as MSBA/MASA Model Policy 516, this Paragraph A. can be modified to provide: "Students who have a prescription from a physician for medical treatment with a controlled substance must provide a copy of the prescription and the medication to the school nurse, principal, or other designated staff member. The school district's licensed school nurse, trained health clerk, principal, or

teacher will administer the prescribed medication in accordance with school district procedures."]

B. Employees who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, are permitted to possess such controlled substance and associated necessary paraphernalia, such as an inhaler or syringe. The employee must inform his or her supervisor. The employee may be required to provide a copy of the prescription.

C. Each employee shall be provided with written notice of this Drug-Free Workplace/Drug-Free School policy and shall be required to acknowledge that he or she has received the policy.

[Note: The Drug-Free Workplace Act requires that school district employees be notified by a published statement of the prohibition of the use of controlled substances and actions that will be taken against employees for violations of such prohibition. 41 United States Code section 8103; 34 Code of Federal Regulations Part 84. An acknowledgment will document satisfaction by the school district of this federal requirement.]

D. Employees are subject to the school district's drug and alcohol testing policies and procedures.

E. Members of the public are not permitted to possess controlled substances in a school location except with the express permission of the superintendent.

F. No person is permitted to possess or use medical cannabis on a school bus or van; or on the grounds of any preschool or primary or secondary school; or on the grounds of any child care facility. This prohibition includes (1) vaporizing or combusting medical cannabis on any form of public transportation where the vapor or smoke could be inhaled by a minor child or in any public place, including indoor or outdoor areas used by or open to the general public or place of employment; and (2) operating, navigating, or being in actual physical control of any motor vehicle or working on transportation property, equipment or facilities while under the influence of medial cannabis.

G. Possession of alcohol on school grounds pursuant to the exceptions of Minnesota Statutes section 624.701, subdivision 1a, shall be by permission of the school board only. The applicant shall apply for permission in writing and shall follow the school board procedures for placing an item on the agenda.

VI. ENFORCEMENT

A. <u>Students</u>

1. Students may be required to participate in programs and activities that provide education against the use of alcohol, tobacco, marijuana, smokeless tobacco products, electronic cigarettes, and nonintoxicating cannabinoids (including edible cannabinoid products),

2. Students may be referred to drug or alcohol assistance or rehabilitation programs; school based mental health services, mentoring and counseling, including early identification of mental health symptoms, drug use and violence and appropriate referral to direct individual or group counselling

service. which may be provide by school based mental health services providers; and/or referral to law enforcement officials when appropriate.

3. A student who violates the terms of this policy shall be subject to discipline in accordance with the school district's discipline policy. Such discipline may include suspension or expulsion from school.

B. Employees

1. As a condition of employment in any federal grant, each employee who is engaged either directly or indirectly in performance of a federal grant shall abide by the terms of this policy and shall notify his or her supervisor in writing of his or her conviction of any criminal drug statute for a violation occurring in any of the places listed above on which work on a school district federal grant is performed, no later than five (5) calendar days after such conviction. Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

2. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, termination, or discharge as deemed appropriate by the school board.

3. In addition, any employee who violates the terms of this policy may be required to satisfactorily participate in a drug and/or alcohol abuse assistance or rehabilitation program approved by the school district. Any employee who fails to satisfactorily participate in and complete such a program is subject to nonrenewal, suspension, or termination as deemed appropriate by the school board.

4. Sanctions against employees, including nonrenewal, suspension, termination, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.

C. The Public

A member of the public who violates this policy shall be informed of the policy and asked to leave. If necessary, law enforcement officials will be notified and asked to provide an escort.

Legal References:
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.40-§ 121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)
Minn. Stat. § 152.22, subd. 6 (Definitions; Medical Cannabis)
Minn. Stat. § 152.23 (Limitations; Medical Cannabis)
Minn. Stat. § 340A.101 (Definitions; Alcoholic Beverage)
Minn. Stat. § 340A.403 (3.2 Percent Malt Liquor Licenses)
Minn. Stat. § 340A.404 (Intoxicating Liquor; On-Sale Licenses)
Minn. Stat. § 609.684 (Abuse of Toxic Substances)
Minn. Stat. § 624.701 (Alcohol in Certain Buildings or Grounds)
20 U.S.C. § 7101-7122 (Student Support and Academic Enrichment Grants)
21 U.S.C. § 812 (Schedules of Controlled Substances)
41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)

21 C.F.R. §§ 1308.11-1308.15 (Controlled Substances)
34 C.F.R. Part 84 (Government-Wide Requirements for Drug-Free Workplace)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 516 (Student Medication)

[**TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD**]

— ACKNOWLEDGMENT —

DRUG-FREE WORKPLACE/DRUG-FREE SCHOOL POLICY

I have received a copy of the Drug-Free Workplace/Drug-Free School Policy of Independent School District No. ____, _____, Minnesota.

Dated: _____

_____
Signature of Employee/Applicant

_____
Typed or Printed Name

515 PROTECTION AND PRIVACY OF PUPIL RECORDS

[Note: School districts are required by statute to have a policy addressing these issues.]

I. PURPOSE

The school district recognizes its responsibility in regard to the collection, maintenance, and dissemination of pupil records and the protection of the privacy rights of students as provided in federal law and state statutes.

II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding the protection and privacy of parents and students are adopted by the school district, pursuant to the requirements of 20 United States Code section 1232g, *et seq.*, (Family Educational Rights and Privacy Act (FERPA)) 34 Code of Federal Regulations part 99 and consistent with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13, and Minnesota Rules parts 1205.0100-1205.2000.

III. DEFINITIONS

A. Authorized Representative

"Authorized representative" means any entity or individual designated by the school district, state, or an agency headed by an official of the Comptroller of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or state and local educational authorities to conduct, with respect to federal or state supported education programs, any audit or evaluation or any compliance or enforcement activity in connection with federal legal requirements that relate to these programs.

B. Biometric Record

"Biometric record," as referred to in "Personally Identifiable," means a record of one or more measurable biological or behavioral characteristics that can be used for automated recognition of an individual (e.g., fingerprints, retina and iris patterns, voiceprints, DNA sequence, facial characteristics, and handwriting).

C. Dates of Attendance

"Dates of attendance," as referred to in "Directory Information," means the period of time during which a student attends or attended a school or schools in the school district, including attendance in person or by paper correspondence, videoconference, satellite, Internet, or other electronic information and telecommunications technologies for students who are not in the classroom, and including the period during which a student is working under a work-study program. The term does not include specific daily records of a student's attendance at a school or schools in the school district.

D. Directory Information

"Directory information" means information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. It includes, the student's name; address; telephone listing; electronic mail address; photograph; date and place of birth; major field of study; dates of attendance; grade level; enrollment status (i.e., full-time or part-time); participation in officially recognized activities and sports; weight and height of members of athletic teams; degrees, honors and awards received; and the most recent educational agency or institution attended. It also includes the name, address, and telephone number of the student's parent(s). Directory information does not include:

1. a student's social security number;

2. a student's identification number (ID), user ID, or other unique personal identifier used by a student for purposes of accessing or communicating in electronic systems if the identifier may be used to access education records without use of one or more factors that authenticate the student's identity such as a personal identification number (PIN), password, or other factor known or possessed only by the authorized user;

3. a student ID or other unique personal identifier that is displayed on a student ID badge if the identifier can be used to gain access to educational records when used in conjunction with one or more factors that authenticate the student's identity, such as a PIN, password, or other factor known or possessed only by the student;

4. personally identifiable data which references religion, race, color, social position, or nationality; or

5. data collected from nonpublic school students, other than those who receive shared time educational services, unless written consent is given by the student's parent or guardian.

[Note: This definition includes all of the types of information specifically referenced by state and federal law as directory information. A school district may choose not to designate some or all of the enumerated information as directory information. A school district also may add to the list of directory information, as long as the added data is not information that generally would be deemed as an invasion of privacy or information that references the student's religion, race, color, social position, or nationality. Federal law now allows a school district to specify that the disclosure of directory information will be limited to specific parties, for specific purposes, or both. The identity of those parties and/or purposes should be identified. To the extent a school district adds these restrictions, it must then limit its directory information disclosures to those individuals and/or purposes specified in this public notice. Procedures to address how these restrictions will be enforced by the school district are advised. Designation of directory information is an important policy decision for the local school board who must balance not only the privacy interests of the student against public disclosure but also the additional administrative requirements such restrictions on disclosures will place on the school district.]

E. Education Records

1. What constitutes "education records." Education records means those records that are: (1) directly related to a student; and (2) maintained by the school district or by a party acting for the school district.

2. What does not constitute education records. The term "education records" does not include:

a. Records of instructional personnel that are:
(1) kept in the sole possession of the maker of the record;

(2) used only as a personal memory aid;

(3) not accessible or revealed to any other individual except a temporary substitute teacher; and
(4) destroyed at the end of the school year.

b. Records of a law enforcement unit of the school district, provided education records maintained by the school district are not disclosed to the unit, and the law enforcement records are:

(1) maintained separately from education records;

(2) maintained solely for law enforcement purposes; and

(3) disclosed only to law enforcement officials of the same jurisdiction.

c. Records relating to an individual, including a student, who is employed by the school district which:

(1) are made and maintained in the normal course of business;

(2) relate exclusively to the individual in that individual's capacity as an employee; and

(3) are not available for use for any other purpose.

However, records relating to an individual in attendance at the school district who is employed as a result of his or her status as a student are education records.

d. Records relating to an eligible student, or a student attending an institution of post-secondary education, that are:

(1) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional or paraprofessional capacity or assisting in that capacity;

(2) made, maintained, or used only in connection with the provision of treatment to the student; and

(3) disclosed only to individuals providing the treatment; provided that the records can be personally reviewed by a physician or other appropriate professional of the student's choice. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are a part of the program of instruction within the school district.

e. Records created or received by the school district after an individual is no longer a student at the school district and that are not directly related to the individual's attendance as a student.

f. Grades on peer-related papers before the papers are collected and recorded by a teacher.

F. Education Support Services Data

"Education support services data" means data on individuals collected, created, maintained, used, or disseminated relating to programs administered by a government entity or entity under contract with a government entity designed to eliminate disparities and advance equities in educational achievement for youth by coordinating services available to participants, regardless of the youth's involvement with other government services. Education support services data does not include welfare data under Minnesota Statutes section 13.46.

Unless otherwise provided by law, all education support services data are private data on individuals and must not be disclosed except according to Minnesota Statutes section 13.05 or a court order.

G. Eligible Student

"Eligible student" means a student who has attained eighteen (18) years of age or is attending an institution of post-secondary education.

H. Juvenile Justice System

"Juvenile justice system" includes criminal justice agencies and the judiciary when involved in juvenile justice activities.

I. Legitimate Educational Interest

"Legitimate educational interest" includes an interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student, student health and welfare, and the ability to respond to a request for education data. It includes a person's need to know in order to:

1. Perform an administrative task required in the school or employee's contract or position description approved by the school board;

2. Perform a supervisory or instructional task directly related to the student's education;

3. Perform a service or benefit for the student or the student's family such as health care, counseling, student job placement, or student financial aid; or

4. Perform a task directly related to responding to a request for data.

J. Parent

"Parent" means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent of the student in the absence of a parent or guardian. The school district may presume the parent has the authority to exercise the rights provided herein, unless it has been provided with evidence that there is a state law or court order governing such matters as marriage dissolution, separation or child custody, or a legally binding instrument which provides to the contrary.

K. Personally Identifiable

"Personally identifiable" means that the data or information includes, but is not limited to: (a) a student's name; (b) the name of the student's parent or other family member; (c) the address of the student or student's family; (d) a personal identifier such as the student's social security number or student number or biometric record; (e) other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; (f) other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or (g) information requested by a person who the school district reasonably believes knows the identity of the student to whom the education record relates.

L. Record

"Record" means any information or data recorded in any way including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche.

M. Responsible Authority

"Responsible authority" means *[designate title and actual name of individual]*.

N. Student

"Student" includes any individual who is or has been in attendance, enrolled, or registered at the school district and regarding whom the school district maintains education records. Student also includes applicants for enrollment or registration at the school district and individuals who receive shared time educational services from the school district.

O. School Official

"School official" includes: (a) a person duly elected to the school board; (b) a person employed by the school board in an administrative, supervisory, instructional, or other professional position; (c) a person employed by the school board as a temporary substitute in a professional position for the period of his or her performance as a substitute; and (d) a person employed by, or under contract to, the school board to perform a special task such as a secretary, a clerk, a public information officer or data practices compliance official, an attorney, or an auditor for the period of his or her performance as an employee or contractor.

[Note: School districts may wish to reference police liaison officers in the definition of a "school official." Depending on the circumstances of the

relationship, this may be added in subpart (d) of the definition or in a new subpart (e). Caution should be used to ensure that police liaison officers are considered "school officials" only when performing duties as a police liaison officer and that they are trained as to their obligations pursuant to this policy. Consultation with the school district's legal counsel is recommended.]

P. Summary Data

"Summary data" means statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify the individual is ascertainable.

Q. Other Terms and Phrases

All other terms and phrases shall be defined in accordance with applicable state and federal law or ordinary customary usage.

IV. GENERAL CLASSIFICATION

State law provides that all data collected, created, received, or maintained by a school district are public unless classified by state or federal law as not public or private or confidential. State law classifies all data on individuals maintained by a school district which relates to a student as private data on individuals. This data may not be disclosed to parties other than the parent or eligible student without consent, except pursuant to a valid court order, certain state statutes authorizing access, and the provisions of FERPA and the regulations promulgated thereunder.

V. STATEMENT OF RIGHTS

A. Rights of Parents and Eligible Students

Parents and eligible students have the following rights under this policy:

1. The right to inspect and review the student's education records;

2. The right to request the amendment of the student's education records to ensure that they are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights;

3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that such consent is not required for disclosure pursuant to this policy, state or federal law, or the regulations promulgated thereunder;

4. The right to refuse release of names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions;

5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school district to comply with the federal law and the regulations promulgated thereunder;

6. The right to be informed about rights under the federal law; and

7. The right to obtain a copy of this policy at the location set forth in Section XXI. of this policy.

B. Eligible Students

All rights and protections given to parents under this policy transfer to the student when he or she reaches eighteen (18) years of age or enrolls in an institution of post-secondary education. The student then becomes an "eligible student." However, the parents of an eligible student who is also a "dependent student" are entitled to gain access to the education records of such student without first obtaining the consent of the student. In addition, parents of an eligible student may be given access to education records in connection with a health or safety emergency if the disclosure meets the conditions of any provision set forth in 34 Code of Federal Regulations section 99.31(a).

C. Students with a Disability

The school district shall follow 34 Code of Federal Regulations sections 300.610-300.617 with regard to the privacy, notice, access, recordkeeping, and accuracy of information related to students with a disability.

VI. DISCLOSURE OF EDUCATION RECORDS

A. Consent Required for Disclosure

1. The school district shall obtain a signed and dated written informed consent of the parent of a student or the eligible student before disclosing personally identifiable information from the education records of the student, except as provided herein.

2. The written consent required by this subdivision must be signed and dated by the parent of the student or the eligible student giving the consent and shall include:

   a. a specification of the records to be disclosed;

   b. the purpose or purposes of the disclosure;

   c. the party or class of parties to whom the disclosure may be made;

   d. the consequences of giving informed consent; and

   e. if appropriate, a termination date for the consent.

3. When a disclosure is made under this subdivision:

   a. if the parent or eligible student so requests, the school district shall provide him or her with a copy of the records disclosed; and

   b. if the parent of a student who is not an eligible student so requests, the school district shall provide the student with a copy of the records disclosed.

4. A signed and dated written consent may include a record and signature in electronic form that:

   a. identifies and authenticates a particular person as the source of the electronic consent; and

b. indicates such person's approval of the information contained in the electronic consent.

5. If the responsible authority seeks an individual's informed consent to the release of private data to an insurer or the authorized representative of an insurer, informed consent shall not be deemed to have been given unless the statement is:

a. in plain language;

b. dated;

c. specific in designating the particular persons or agencies the data subject is authorizing to disclose information about the data subject;

d. specific as to the nature of the information the subject is authorizing to be disclosed;

e. specific as to the persons or agencies to whom the subject is authorizing information to be disclosed;

f. specific as to the purpose or purposes for which the information may be used by any of the parties named in Clause e. above, both at the time of the disclosure and at any time in the future; and

g. specific as to its expiration date which should be within a reasonable time, not to exceed one year except in the case of authorizations given in connection with applications for: (i) life insurance or noncancellable or guaranteed renewable health insurance and identified as such, two years after the date of the policy, or (ii) medical assistance under Minnesota Statutes chapter 256B or Minnesota Care under Minnesota Statutes chapter 256L, which shall be ongoing during all terms of eligibility, for individualized education program health-related services provided by a school district that are subject to third party reimbursement.

6. Eligible Student Consent

Whenever a student has attained eighteen (18) years of age or is attending an institution of post-secondary education, the rights accorded to and the consent required of the parent of the student shall thereafter only be accorded to and required of the eligible student, except as provided in Section V. of this policy.

B. Prior Consent for Disclosure Not Required

The school district may disclose personally identifiable information from the education records of a student without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

1. To other school officials, including teachers, within the school district whom the school district determines have a legitimate educational interest in such records;

2. To a contractor, consultant, volunteer, or other party to whom the school district has outsourced institutional services or functions provided that the outside party:

a. performs an institutional service or function for which the school district would otherwise use employees;

b. is under the direct control of the school district with respect to the use and maintenance of education records; and

c. will not disclose the information to any other party without the prior consent of the parent or eligible student and uses the information only for the purposes for which the disclosure was made;

3. To officials of other schools, school districts, or post-secondary educational institutions in which the student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer. The records shall include information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, and with proper annual notice (see Section XIX.), suspension and expulsion information pursuant to section 7917 of the federal Every Student Succeeds Act, 20 United States Code section 7917, *[insert the following if the school district has a policy regarding Staff Notification of Violent Behavior by Students]* and, if applicable, data regarding a student's history of violent behavior. The records also shall include a copy of any probable cause notice or any disposition or court order under Minnesota Statutes section 260B.171, unless the data are required to be destroyed under Minnesota Statutes section 120A.22, subdivision 7(c) or section 121A.75. On request, the school district will provide the parent or eligible student with a copy of the education records that have been transferred and provide an opportunity for a hearing to challenge the content of those records in accordance with Section XV. of this policy;

4. To authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or the Commissioner of the State Department of Education or his or her representative, subject to the conditions relative to such disclosure provided under federal law;

5. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:

a. determine eligibility for the aid;

b. determine the amount of the aid;

c. determine conditions for the aid; or

d. enforce the terms and conditions of the aid.

"Financial aid" for purposes of this provision means a payment of funds provided to an individual or a payment in kind of tangible or intangible property to the individual that is conditioned on the individual's attendance at an educational agency or institution;

6. To state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:

a. before November 19, 1974, if the allowed reporting or disclosure

concerns the juvenile justice system and such system's ability to effectively serve the student whose records are released; or

b. after November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the school district that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent of the student. At a minimum, the school district shall disclose the following information to the juvenile justice system under this paragraph: a student's full name, home address, telephone number, and date of birth; a student's school schedule, attendance record, and photographs, if any; and parents' names, home addresses, and telephone numbers;

7. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization who have a legitimate interest in the information, the information is destroyed when no longer needed for the purposes for which the study was conducted, and the school district enters into a written agreement with the organization that: (a) specifies the purpose, scope, and duration of the study or studies and the information to be disclosed; (b) requires the organization to use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in the written agreement; (c) requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests; and (d) requires the organization to destroy all personally identifiable information when information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be destroyed. For purposes of this provision, the term, "organizations," includes, but is not limited to, federal, state, and local agencies and independent organizations. In the event the Department of Education determines that a third party outside of the school district to whom information is disclosed violates this provision, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years;

8. To accrediting organizations in order to carry out their accrediting functions;

9. To parents of a student eighteen (18) years of age or older if the student is a dependent of the parents for income tax purposes;

10. To comply with a judicial order or lawfully issued subpoena, provided, however, that the school district makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance therewith so that the parent or eligible student may seek protective action, unless the disclosure is in compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed, or the disclosure is in compliance with an ex parte court order obtained by the United States Attorney General (or

designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code section 2332b(g)(5)(B), an act of domestic or international terrorism as defined in 18 U.S.C. § 2331, or a parent is a party to a court proceeding involving child abuse and neglect or dependency matters, and the order is issued in the context of the proceeding. If the school district initiates legal action against a parent or student, it may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the school district to proceed with the legal action as a plaintiff. Also, if a parent or eligible student initiates a legal action against the school district, the school district may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the school district to defend itself;

11. To appropriate parties, including parents of an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health, including the mental health, or safety of the student or other individuals. The decision is to be based upon information available at the time the threat occurs that indicates that there is an articulable and significant threat to the health or safety of a student or other individuals. In making a determination whether to disclose information under this section, the school district may take into account the totality of the circumstances pertaining to a threat and may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other students. A record of this disclosure must be maintained pursuant to Section XIII.E. of this policy. In addition, an educational agency or institution may include in the education records of a student appropriate information concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the school district and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student;

12. To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals;

13. Information the school district has designated as "directory information" pursuant to Section VII. of this policy;

14. To military recruiting officers and post-secondary educational institutions pursuant to Section XI. of this policy;

15. To the parent of a student who is not an eligible student or to the student himself or herself;

16. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiologic investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted;

17. To volunteers who are determined to have a legitimate educational interest in the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students;

18. To the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student:

    a. the following information about a student must be disclosed: a student's full name, home address, telephone number, date of birth; a student's school schedule, daily attendance record, and photographs, if any; and any parents' names, home addresses, and telephone numbers;

    b. the existence of the following information about a student, not the actual data or other information contained in the student's education record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student: (1) use of a controlled substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage to property. Prior to releasing this information, the principal or chief administrative officer of a school who receives such a request must, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the school official must respond to the request for information.

    The written requests of the juvenile justice system member(s), as well as a record of any release, must be maintained in the student's file;

19. To the principal where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by a superintendent under Minnesota Statutes section 260B.171, subdivision 3. The principal must notify the counselor immediately and must place the disposition order in the student's permanent education record. The principal also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or progress of the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other school district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student, outline the offense, and describe any conditions of probation about which the school must provide information if this information is provided in the disposition order. Disposition order information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information may not be further disseminated by the counselor, teacher, administrator, staff member, substitute, or volunteer except as necessary to

serve the student, to protect students and staff, or as otherwise required by law, and only to the student or the student's parent or guardian;

20. To the principal where the student attends if it is information from a peace officer's record of children received by a superintendent under Minnesota Statutes section 260B.171, subdivision 5. The principal must place the information in the student's education record. The principal also must notify immediately any teacher, counselor, or administrator directly supervising the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student and describe the alleged offense if this information is provided in the peace officer's notice. Peace officer's record information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information must not be further disseminated by the counselor, teacher administrator, staff member, substitute, or volunteer except to communicate with the student or the student's parent or guardian as necessary to serve the student, to protect students and staff, or as otherwise required by law.

    The principal must delete the peace officer's record from the student's education record, destroy the data, and make reasonable efforts to notify any teacher, counselor, staff member, administrator, substitute, or volunteer who received information from the peace officer's record if the county attorney determines not to proceed with a petition or directs the student into a diversion or mediation program or if a juvenile court makes a decision on a petition and the county attorney or juvenile court notifies the superintendent of such action;

21. To the Secretary of Agriculture, or authorized representative from the Food and Nutrition Service or contractors acting on behalf of the Food and Nutrition Service, for the purposes of conducting program monitoring, evaluations, and performance measurements of state and local educational and other agencies and institutions receiving funding or providing benefits of one or more programs authorized under the National School Lunch Act or the Child Nutrition Act of 1966 for which the results will be reported in an aggregate form that does not identify any individual, on the conditions that: (a) any data collected shall be protected in a manner that will not permit the personal identification of students and their parents by other than the authorized representatives of the Secretary; and (b) any personally identifiable data shall be destroyed when the data are no longer needed for program monitoring, evaluations, and performance measurements; or

22. To an agency caseworker or other representative of a State or local child welfare agency, or tribal organization (as defined in 25 United States Code section 5304), who has the right to access a student's case plan, as defined and determined by the State or tribal organization, when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such

agency or organization to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student's education records.

C. Nonpublic School Students

The school district may disclose personally identifiable information from the education records of a nonpublic school student, other than a student who receives shared time educational services, without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

1. Pursuant to a valid court order;

2. Pursuant to a statute specifically authorizing access to the private data; or

3. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiological investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted.

VII. RELEASE OF DIRECTORY INFORMATION

A. Classification

Directory information is public except as provided herein.

B. Former Students

Unless a former student validly opted out of the release of directory information while the student was in attendance and has not rescinded the opt out request at any time, the school district may disclose directory information from the education records generated by it regarding the former student without meeting the requirements of Paragraph C. of this section. In addition, under an explicit exclusion from the definition of an "education record," the school district may release records that only contain information about an individual obtained after he or she is no longer a student at the school district and that are not directly related to the individual's attendance as a student (e.g., a student's activities as an alumnus of the school district).

C. Present Students and Parents

The school district may disclose directory information from the education records of a student and information regarding parents without prior written consent of the parent of the student or eligible student, except as provided herein. Prior to such disclosure the school district shall:

1. Annually give public notice by any means that are reasonably likely to inform the parents and eligible students of:

   a. the types of personally identifiable information regarding students and/or parents that the school district has designated as directory information;

   b. the parent's or eligible student's right to refuse to let the school district designate any or all of those types of information about the student and/or the parent as directory information; and

c. the period of time in which a parent or eligible student has to notify the school district in writing that he or she does not want any or all of those types of information about the student and/or the parent designated as directory information.

[Note: Federal law allows a school district to specify that the disclosure of directory information will be limited to specific parties, for specific purposes, or both. If the school district chooses to impose these limitations, it is advisable to add a new paragraph VII.C.1.d. that specifies that disclosures of directory information will be limited to specific parties and/or for specific purposes and identify those parties and/or purposes. To the extent a school district adds these restrictions, it must then limit its directory information disclosures to those individuals and/or purposes specified in this public notice. Procedures to address how these restrictions will be enforced by the school district are advised. This is an important policy decision for the local school board which must balance not only the privacy interests of the student against public disclosure, but also the additional administrative requirements such restrictions will place on the school district.]

2. Allow a reasonable period of time after such notice has been given for a parent or eligible student to inform the school district in writing that any or all of the information so designated should not be disclosed without the parent's or eligible student's prior written consent, except as provided in Section VI. of this policy.

3. A parent or eligible student may not opt out of the directory information disclosures to:

   a. prevent the school district from disclosing or requiring the student to disclose the student's name, ID, or school district e-mail address in a class in which the student is enrolled; or

   b. prevent the school district from requiring a student to wear, to display publicly, or to disclose a student ID card or badge that exhibits information that may be designated as directory information and that has been properly designated by the school district as directory information.

4. The school district shall not disclose or confirm directory information without meeting the written consent requirements contained in Section VI.A. of this policy if a student's social security number or other non-directory information is used alone or in combination with other data elements to identify or help identify the student or the student's records.

D. Procedure for Obtaining Nondisclosure of Directory Information

The parent's or eligible student's written notice shall be directed to the responsible authority and shall include the following:

1. Name of the student and/or parent, as appropriate;

2. Home address;

3. School presently attended by student;

4. Parent's legal relationship to student, if applicable; and

5. Specific categories of directory information to be made not public without the parent's or eligible student's prior written consent, which shall only be applicable for that school year.

E. Duration

The designation of any information as directory information about a student or parents will remain in effect for the remainder of the school year unless the parent or eligible student provides the written notifications provided herein.

VIII. DISCLOSURE OF PRIVATE RECORDS

A. Private Records

For the purposes herein, education records are records which are classified as private data on individuals by state law and which are accessible only to the student who is the subject of the data and the student's parent if the student is not an eligible student. The school district may not disclose private records or their contents except as summary data, or except as provided in Section VI. of this policy, without the prior written consent of the parent or the eligible student. The school district will use reasonable methods to identify and authenticate the identity of parents, students, school officials, and any other party to whom personally identifiable information from education records is disclosed.

B. Private Records Not Accessible to Parent

In certain cases, state law intends, and clearly provides, that certain information contained in the education records of the school district pertaining to a student be accessible to the student alone, and to the parent only under special circumstances, if at all.

1. The responsible authority may deny access to private data by a parent when a minor student who is the subject of that data requests that the responsible authority deny such access. The minor student's request must be submitted in writing setting forth the reasons for denying access to the parent and must be signed by the minor. Upon receipt of such request the responsible authority shall determine if honoring the request to deny the parent access would be in the best interest of the minor data subject. In making this determination the responsible authority shall consider the following factors:

   a. whether the minor is of sufficient age and maturity to be able to explain the reasons for and understand the consequences of the request to deny access;

   b. whether the personal situation of the minor is such that denying parental access may protect the minor data subject from physical or emotional harm;

   c. whether there are grounds for believing that the minor data subject's reasons for precluding parental access are reasonably accurate;

   d. whether the data in question is of such a nature that disclosure of it to the parent may lead to physical or emotional harm to the minor data subject; and

e. whether the data concerns medical, dental or other health services provided pursuant to Minnesota Statutes sections 144.341-144.347, in which case the data may be released only if the failure to inform the parent would seriously jeopardize the health of the minor.

C. Private Records Not Accessible to Student

Students shall not be entitled to access to private data concerning financial records and statements of the student's parent or any information contained therein.

D. Military-Connected Youth Identifier

When a school district updates its enrollment forms in the ordinary course of business, the school district must include a box on the enrollment form to allow students to self-identify as a military-connected youth. For purposes of this section, a "military-connected youth" means having an immediate family member, including a parent or sibling, who is currently in the armed forces either as a reservist or on active duty or has recently retired from the armed forces. Data collected under this provision is private data on individuals, but summary data may be published by the Department of Education.

IX. DISCLOSURE OF CONFIDENTIAL RECORDS

A. Confidential Records

Confidential records are those records and data contained therein which are made not public by state or federal law, and which are inaccessible to the student and the student's parents or to an eligible student.

B. Reports Under the Maltreatment of Minors Reporting Act

Pursuant to Minnesota Statutes Chapter 260E , written copies of reports pertaining to a neglected and/or physically and/or sexually abused child shall be accessible only to the appropriate welfare and law enforcement agencies. In respect to other parties, such data shall be confidential and will not be made available to the parent or the subject individual by the school district. The subject individual, however, may obtain a copy of the report from either the local welfare agency, county sheriff, or the local police department subject to the provisions of Minnesota Statutes Chapter 260E.

Regardless of whether a written report is made under Minnesota Statutes Chapter 260E, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.

C. Investigative Data

Data collected by the school district as part of an active investigation undertaken for the purpose of the commencement or defense of pending civil legal action, or are retained in anticipation of a pending civil legal action are classified as protected nonpublic data in the case of data not on individuals, and confidential data in the case of data on individuals.

1. The school district may make any data classified as protected non-public or confidential pursuant to this subdivision accessible to any person, agency, or

the public if the school district determines that such access will aid the law enforcement process, promote public health or safety, or dispel widespread rumor or unrest.

2. A complainant has access to a statement he or she provided to the school district.

3. Parents or eligible students may have access to investigative data of which the student is the subject, but only to the extent the data is not inextricably intertwined with data about other school district students, school district employees, and/or attorney data as defined in Minnesota Statutes section 13.393.

4. Once a civil investigation becomes inactive, civil investigative data becomes public unless the release of the data would jeopardize another pending civil legal action, except for those portions of such data that are classified as not public data under state or federal law. Any civil investigative data presented as evidence in court or made part of a court record shall be public. For purposes of this provision, a civil investigation becomes inactive upon the occurrence of any of the following events:

   a. a decision by the school district, or by the chief attorney for the school district, not to pursue the civil legal action. However, such investigation may subsequently become active if the school district or its attorney decides to renew the civil legal action;

   b. the expiration of the time to file a complaint under the statute of limitations or agreement applicable to the civil legal action; or

   c. the exhaustion or expiration of rights of appeal by either party to the civil legal action.

5. A "pending civil legal action" for purposes of this subdivision is defined as including, but not limited to, judicial, administrative, or arbitration proceedings.

D. Chemical Abuse Records

To the extent the school district maintains records of the identity, diagnosis, prognosis, or treatment of any student which are maintained in connection with the performance of any drug abuse prevention function conducted, regulated, or directly or indirectly assisted by any department or agency of the United States, such records are classified as confidential and shall be disclosed only for the purposes and under the circumstances expressly authorized by law.

X. DISCLOSURE OF SCHOOL RECORDS PRIOR TO EXCLUSION OR EXPULSION HEARING

At a reasonable time prior to any exclusion or expulsion hearing, the student and the student's parent or guardian or representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the action proposed by the school district may be based, pursuant to the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes section 121A.40, *et seq*.

XI. DISCLOSURE OF DATA TO MILITARY RECRUITING OFFICERS AND POST-SECONDARY EDUCATIONAL INSTITUTIONS

A. The school district will release the names, addresses, electronic mail address (which shall be the electronic mail addresses provided by the school district, if available, that may be released to military recruiting officers only), and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions within sixty (60) days after the date of the request unless a parent or eligible student has refused in writing to release this data pursuant to Paragraph C. below.

B. Data released to military recruiting officers under this provision:

1. may be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military;

2. cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces; and

3. copying fees shall not be imposed.

C. A parent or eligible student has the right to refuse the release of the name, address, electronic mail addresses (which shall be the electronic mail addresses provided by the school, if available, that may be released to military recruiting officers only) or home telephone number to military recruiting officers and post-secondary educational institutions. To refuse the release of the above information to military recruiting officers and post-secondary educational institutions, a parent or eligible student must notify the responsible authority *[designate title of individual, i.e., building principal]* in writing by *[date]* each year. The written request must include the following information:

1. Name of student and parent, as appropriate;

2. Home address;

3. Student's grade level;

4. School presently attended by student;

5. Parent's legal relationship to student, if applicable;

6. Specific category or categories of information which are not to be released to military recruiting officers and post-secondary educational institutions; and

7. Specific category or categories of information which are not to be released to the public, including military recruiting officers and post-secondary educational institutions.

D. Annually, the school district will provide public notice by any means that are reasonably likely to inform the parents and eligible students of their rights to refuse to release the names, addresses, and home phone numbers of students in grades 11 and 12 without prior consent.

E. A parent or eligible student's refusal to release the above information to military recruiting officers and post-secondary educational institutions does not affect the school

district's release of directory information to the rest of the public, which includes military recruiting officers and post-secondary educational institutions. In order to make any directory information about a student private, the procedures contained in Section VII. of this policy also must be followed. Accordingly, to the extent the school district has designated the name, address, home phone number, and grade level of students as directory information, absent a request from a parent or eligible student not to release such data, this information will be public data and accessible to members of the public, including military recruiting officers and post-secondary educational institutions.

XII. LIMITS ON REDISCLOSURE

A. Redisclosure

Consistent with the requirements herein, the school district may only disclose personally identifiable information from the education records of a student on the condition that the party to whom the information is to be disclosed will not disclose the information to any other party without the prior written consent of the parent of the student or the eligible student, except that the officers, employees, and agents of any party receiving personally identifiable information under this section may use the information, but only for the purposes for which the disclosure was made.

B. Redisclosure Not Prohibited

1. Subdivision A. of this section does not prevent the school district from disclosing personally identifiable information under Section VI. of this policy with the understanding that the party receiving the information may make further disclosures of the information on behalf of the school district provided:

   a. The disclosures meet the requirements of Section VI. of this policy; and

   b. The school district has complied with the record-keeping requirements of Section XIII. of this policy.

2. Subdivision A. of this section does not apply to disclosures made pursuant to court orders or lawfully issued subpoenas or litigation, to disclosures of directory information, to disclosures to a parent or student or to parents of dependent students, or to disclosures concerning sex offenders and other individuals required to register under 42 United States Code section 14071. However, the school district must provide the notification required in Section XII.D. of this policy if a redisclosure is made based upon a court order or lawfully issued subpoena.

   [Note: 42 United States Code section§ 14071 was repealed. School districts should retain this statutory reference, however, as it remains a reference in FERPA and the Minnesota Government Data Practices Act and still may apply to individuals required to register prior to the repeal of this law.]

C. Classification of Disclosed Data

The information disclosed shall retain the same classification in the hands of the party receiving it as it had in the hands of the school district.

D. Notification

The school district shall inform the party to whom a disclosure is made of the

requirements set forth in this section, except for disclosures made pursuant to court orders or lawfully issued subpoenas, disclosure of directory information under Section VII. of this policy, disclosures to a parent or student, or disclosures to parents of a dependent student. In the event that the Family Policy Compliance Office determines that a state or local educational authority, a federal agency headed by an official listed in 34 Code of Federal Regulations section 99.31(a)(3), or an authorized representative of a state or local educational authority or a federal agency headed by an official listed in section 99.31(a)(3), or a third party outside of the school district improperly rediscloses personally identifiable information from education records or fails to provide notification required under this section of this policy, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years.

XIII. RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING

A. Responsible Authority

The responsible authority shall be responsible for the maintenance and security of student records.

B. Record Security

The principal of each school subject to the supervision and control of the responsible authority shall be the records manager of the school, and shall have the duty of maintaining and securing the privacy and/or confidentiality of student records.

C. Plan for Securing Student Records

The building principal shall submit to the responsible authority a written plan for securing students records by September 1 of each school year. The written plan shall contain the following information:

1. A description of records maintained;

2. Titles and addresses of person(s) responsible for the security of student records;

3. Location of student records, by category, in the buildings;

4. Means of securing student records; and

5. Procedures for access and disclosure.

D. Review of Written Plan for Securing Student Records

The responsible authority shall review the plans submitted pursuant to Paragraph C. of this section for compliance with the law, this policy, and the various administrative policies of the school district. The responsible authority shall then promulgate a chart incorporating the provisions of Paragraph C. which shall be attached to and become a part of this policy.

E. Record Keeping

1. The principal shall, for each request for and each disclosure of personally identifiable information from the education records of a student, maintain a record, with the education records of the student, that indicates:

a. the parties who have requested or received personally identifiable information from the education records of the student;

b. the legitimate interests these parties had in requesting or obtaining the information; and

c. the names of the state and local educational authorities and federal officials and agencies listed in Section VI.B.4. of this policy that may make further disclosures of personally identifiable information from the student's education records without consent.

2. In the event the school district discloses personally identifiable information from an education record of a student pursuant to Section XII.B. of this policy, the record of disclosure required under this section shall also include:

a. the names of the additional parties to which the receiving party may disclose the information on behalf of the school district;

b. the legitimate interests under Section VI. of this policy which each of the additional parties has in requesting or obtaining the information; and

c. a copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in Section VI.B.4. of this policy in accordance with 34 Code of Federal Regulations section 99.32 and to whom the school district disclosed information from an education record. The school district shall request a copy of the record of further disclosures from a state or local educational authority or federal official or agency to whom education records were disclosed upon a request from a parent or eligible student to review the record of requests for disclosure.

3. Section XIII.E.1. does not apply to requests by or disclosure to a parent of a student or an eligible student, disclosures pursuant to the written consent of a parent of a student or an eligible student, requests by or disclosures to other school officials under Section VI.B.1. of this policy, to requests for disclosures of directory information under Section VII. of this policy, or to a party seeking or receiving the records as directed by a federal grand jury or other law enforcement subpoena and the issuing court or agency has ordered that the existence or the contents of the subpoena or the information provided in response to the subpoena not be disclosed or as directed by an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code section 2332b(g)(5)(B) or an act of domestic or international terrorism.

[Note: While Section XIII.E.1. does not apply to requests for or disclosures of directory information under Section VII. of this policy, to the extent the school district chooses to limit the disclosure of directory information to specific parties, for specific purposes, or both, it is advisable that records be kept to identify the party to whom the disclosure was made and/or purpose for the disclosure.]

4. The record of requests of disclosures may be inspected by:

a. the parent of the student or the eligible student;

b. the school official or his or her assistants who are responsible for the custody of the records; and

c. the parties authorized by law to audit the record-keeping procedures of the school district.

5. The school district shall record the following information when it discloses personally identifiable information from education records under the health or safety emergency exception:

a. the articulable and significant threat to the health or safety of a student or other individual that formed the basis for the disclosure; and

b. the parties to whom the school district disclosed the information.

6. The record of requests and disclosures shall be maintained with the education records of the student as long as the school district maintains the student's education records.

XIV. RIGHT TO INSPECT AND REVIEW EDUCATION RECORDS

A. Parent of a Student, an Eligible Student or the Parent of an Eligible Student Who is Also a Dependent Student

The school district shall permit the parent of a student, an eligible student, or the parent of an eligible student who is also a dependent student who is or has been in attendance in the school district to inspect or review the education records of the student, except those records which are made confidential by state or federal law or as otherwise provided in Section VIII. of this policy.

B. Response to Request for Access

The school district shall respond to any request pursuant to Subdivision A. of this section immediately, if possible, or within ten (10) days of the date of the request, excluding Saturdays, Sundays, and legal holidays.

C. Right to Inspect and Review

The right to inspect and review education records under Subdivision A. of this section includes:

1. The right to a response from the school district to reasonable requests for explanations and interpretations of records; and

2. If circumstances effectively prevent the parent or eligible student from exercising the right to inspect and review the education records, the school district shall provide the parent or eligible student with a copy of the records requested or make other arrangements for the parent or eligible student to inspect and review the requested records.

3. Nothing in this policy shall be construed as limiting the frequency of inspection of the education records of a student with a disability by the student's parent or guardian or by the student upon the student reaching the age of majority.

D. Form of Request

Parents or eligible students shall submit to the school district a written request to inspect education records which identify as precisely as possible the record or records he or she wishes to inspect.

E. Collection of Student Records

If a student's education records are maintained in more than one location, the responsible authority may collect copies of the records or the records themselves from the various locations so they may be inspected at one site. However, if the parent or eligible student wishes to inspect these records where they are maintained, the school district shall attempt to accommodate those wishes. The parent or eligible student shall be notified of the time and place where the records may be inspected.

F. Records Containing Information on More Than One Student

If the education records of a student contain information on more than one student, the parent or eligible student may inspect and review or be informed of only the specific information which pertains to that student.

G. Authority to Inspect or Review

The school district may presume that either parent of the student has authority to inspect or review the education records of a student unless the school district has been provided with evidence that there is a legally binding instrument or a state law or court order governing such matters as marriage dissolution, separation, or custody which provides to the contrary.

H. Fees for Copies of Records

1. The school district shall charge a reasonable fee for providing photocopies or printed copies of records unless printing a copy is the only method to provide for the inspection of data. In determining the amount of the reasonable fee, the school district shall consider the following:

    a. the cost of materials, including paper, used to provide the copies;

    b. the cost of the labor required to prepare the copies;

    c. any schedule of standard copying charges established by the school district in its normal course of operations;

    d. any special costs necessary to produce such copies from machine-based record-keeping systems, including but not limited to computers and microfilm systems; and

    e. mailing costs.

2. If 100 or fewer pages of black and white, letter or legal size paper copies are requested, actual costs shall not be used, and, instead, the charge shall be no more than 25 cents for each page copied.

3. The cost of providing copies shall be borne by the parent or eligible student.

4. The responsible authority, however, may not impose a fee for a copy of an education record made for a parent or eligible student if doing so would effectively prevent or, in the case of a student with a disability, impair the parent or eligible student from exercising their right to inspect or review the student's education records.

XV. REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA

A. Request to Amend Education Records

The parent of a student or an eligible student who believes that information contained in the education records of the student is inaccurate, misleading, or violates the privacy rights of the student may request that the school district amend those records.

1. The request shall be in writing, shall identify the item the requestor believes to be inaccurate, misleading, or in violation of the privacy or other rights of the student, shall state the reason for this belief, and shall specify the correction the requestor wishes the school district to make. The request shall be signed and dated by the requestor.

2. The school district shall decide whether to amend the education records of the student in accordance with the request within thirty (30) days after receiving the request.

3. If the school district decides to refuse to amend the education records of the student in accordance with the request, it shall inform the parent of the student or the eligible student of the refusal and advise the parent or eligible student of the right to a hearing under Subdivision B. of this section.

B. Right to a Hearing

If the school district refuses to amend the education records of a student, the school district, on request, shall provide an opportunity for a hearing in order to challenge the content of the student's education records to ensure that information in the education records of the student is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student. A hearing shall be conducted in accordance with Subdivision C. of this section.

1. If, as a result of the hearing, the school district decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall amend the education records of the student accordingly and so inform the parent of the student or the eligible student in writing.

2. If, as a result of the hearing, the school district decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why he or she disagrees with the decision of the school district, or both.

3. Any statement placed in the education records of the student under Subdivision B. of this section shall:

   a. be maintained by the school district as part of the education records of

the student so long as the record or contested portion thereof is maintained by the school district; and

b. if the education records of the student or the contested portion thereof is disclosed by the school district to any party, the explanation shall also be disclosed to that party.

C. Conduct of Hearing

1. The hearing shall be held within a reasonable period of time after the school district has received the request, and the parent of the student or the eligible student shall be given notice of the date, place, and time reasonably in advance of the hearing.

2. The hearing may be conducted by any individual, including an official of the school district who does not have a direct interest in the outcome of the hearing. The school board attorney shall be in attendance to present the school board's position and advise the designated hearing officer on legal and evidentiary matters.

3. The parent of the student or eligible student shall be afforded a full and fair opportunity for hearing to present evidence relative to the issues raised under Subdivisions A. and B. of this section and may be assisted or represented by individuals of his or her choice at his or her own expense, including an attorney.

4. The school district shall make a decision in writing within a reasonable period of time after the conclusion of the hearing. The decision shall be based solely on evidence presented at the hearing and shall include a summary of evidence and reasons for the decision.

D. Appeal

The final decision of the designated hearing officer may be appealed in accordance with the applicable provisions of Minnesota Statutes chapter 14 relating to contested cases.

XVI. PROBLEMS ACCESSING DATA

A. The data practices compliance official is the designated employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.

B. Data practices compliance official means *[designate title and actual name of individual]*.

C. Any request by an individual with a disability for reasonable modifications of the school district's policies or procedures for purposes of accessing records shall be made to the data practices compliance official.

XVII. COMPLAINTS FOR NONCOMPLIANCE WITH FERPA

A. Where to File Complaints

Complaints regarding alleged violations of rights accorded parents and eligible students by FERPA, and the rules promulgated thereunder, shall be submitted in writing to the U.S. Department of Education, Student Privacy Policy Office, 400 Maryland Avenue S.W.,

Washington, D.C. 20202-8520.

B. Content of Complaint

A complaint filed pursuant to this section must contain specific allegations of fact giving reasonable cause to believe that a violation of FERPA and the rules promulgated thereunder has occurred.

XVIII. WAIVER

A parent or eligible student may waive any of his or her rights provided herein pursuant to FERPA. A waiver shall not be valid unless in writing and signed by the parent or eligible student. The school district may not require such a waiver.

XIX. ANNUAL NOTIFICATION OF RIGHTS

A. Contents of Notice

The school district shall give parents of students currently in attendance and eligible students currently in attendance annual notice by such means as are reasonably likely to inform the parents and eligible students of the following:

1. That the parent or eligible student has a right to inspect and review the student's education records and the procedure for inspecting and reviewing education records;

2. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights and the procedure for requesting amendment of records;

3. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosure without consent;

4. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of FERPA and the rules promulgated thereunder;

5. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest for purposes of disclosing education records to other school officials whom the school district has determined to have legitimate educational interests; and

6. That the school district forwards education records on request to a school in which a student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment or transfer and that such records may include suspension and expulsion records pursuant to the federal Every Student Succeeds Act and, if applicable, a student's history of violent behavior.

B. Notification to Parents of Students Having a Primary Home Language Other Than English

The school district shall provide for the need to effectively notify parents of students

identified as having a primary or home language other than English.

C. Notification to Parents or Eligible Students Who are Disabled

The school district shall provide for the need to effectively notify parents or eligible students identified as disabled.

XX. DESTRUCTION AND RETENTION OF RECORDS

Destruction and retention of records by the school district shall be controlled by state and federal law.

XXI. COPIES OF POLICY

Copies of this policy may be obtained by parents and eligible students at the superintendent's office.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.393 (Attorneys)
Minn. Stat. Ch. 14 (Administrative Procedures Act)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)
Minn. Stat. § 121A.75 (Receipt of Records; Sharing)
Minn. Stat. § 127A.852 (Military-Connected Youth Identifier)
Minn. Stat. § 144.341-144.347 (Consent of Minors for Health Services)
Minn. Stat. Ch. 256B (Medical Assistance for Needy Persons)
Minn. Stat. Ch. 256L (MinnesotaCare)
Minn. Stat. § 260B.171, Subds. 3 and 5 (Disposition Order and Peace Officer Records of Children)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
Minn. Stat. § 363A.42 (Public Records; Accessibility)
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)
10 U.S.C. § 503(b) and (c) (Enlistments: Recruiting Campaigns; Compilation of Directory Information)
18 U.S.C. § 2331 (Definitions)
18 U.S.C. § 2332b (Acts of Terrorism Transcending National Boundaries)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
20 U.S.C. § 6301 *et seq.* (Every Student Succeeds Act)
20 U.S.C. § 7908 (Armed Forces Recruiting Information)
20 U.S.C. § 7917 (Transfer of School Disciplinary Records)
25 U.S.C. § 5304 (Definitions – Tribal Organization)
26 U.S.C. §§ 151 and 152 (Internal Revenue Code)
42 U.S.C. § 1711 *et seq.* (Child Nutrition Act)
42 U.S.C. § 1751 *et seq.* (Richard B. Russell National School Lunch Act)
34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)
34 C.F.R. § 300.610-300.627 (Confidentiality of Information)
42 C.F.R. § 2.1 *et seq.* (Confidentiality of Drug Abuse Patient Records)
Gonzaga University v. Doe, 536 U.S. 273 309 (2002)
Dept. of Admin. Advisory Op. No. 21-008 (December 8, 2021)

Cross References: MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)

MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)
MSBA/MASA Model Policy 520 (Student Surveys)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 722 (Public Data Requests)
MSBA/MASA Model Policy 906 (Community Notification of Predatory Offenders)
MSBA School Law Bulletin "I" (School Records – Privacy – Access to Data)

PUBLIC NOTICE

Independent School District No. _____ gives notice to parents of students currently in attendance in the District, and eligible students currently in attendance in the District, of their rights regarding pupil records.

1. Parents and eligible students are hereby informed that they have the following rights:

    a. That a parent or eligible student has a right to inspect and review the student's education records within 45 days after the day the request for access is received by the school district. A parent or eligible student should submit to the school district a written request to inspect education records which identify as precisely as possible the record or records he or she wishes to inspect. The parent or eligible student will be notified of the time and place where the records may be inspected;

    b. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy rights. A parent or eligible student may ask the school district to amend a record that they believe is inaccurate or misleading. The request shall be in writing, identify the item the parent or eligible student believes to be inaccurate, misleading, or in violation of the privacy rights of the student, shall state the reason for this belief, and shall specify the correction the parent or eligible student wishes the school district to make. The request shall be signed by the parent or eligible student. If the school district decides not to amend the record as requested by the parent or eligible student, the school district will notify the parent or eligible student of the decision and advise him or her of the right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing;

    c. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosures without consent;

    d. That the school district may disclose education records to other school officials within the school district if the school district has determined they have legitimate educational interests. For purposes of such disclosure, a "school official" is a person employed by the school district as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or other employee; a person serving on the school board; a person or company with whom the school district has consulted to perform a specific task (such as an attorney, auditor, medical consultant, therapist, public information officer, or data practices compliance official); or a parent or student serving on an official committee, such as a disciplinary or grievance committee; or any individual assisting a school official in the performance of his or her tasks. A school official has a "legitimate educational interest" if the individual needs to review an education record in order to fulfill his or her professional responsibility and includes, but is not limited to, an interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student, and student health and welfare and the ability to respond to a request for educational data;

e. That the school district forwards education records on request to a school or post-secondary educational institution in which a student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student's enrollment, including information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, suspension and expulsion information pursuant to 20 U.S.C. § 7917, part of the federal Every Student Succeeds Act *[insert the following bracketed phrase if the school district has a policy regarding Staff Notification of Violent Behavior by Students]* [and data regarding a student's history of violent behavior,] and any disposition order which adjudicates the student as delinquent for committing an illegal act on school district property and certain other illegal acts;

f. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of 20 U.S.C. § 1232g and the rules promulgated thereunder. The name and address of the office that administers the Family Education Rights and Privacy Act is:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue S.W.
Washington, D.C. 20202

[optional] g. That the parent or eligible student has a right to obtain a copy of the school district's policy regarding the protection and privacy of pupil records; and

[optional] h. That copies of the school district's policy regarding the protection and privacy of school records are located at _____ *[insert location]*.

[optional] 2. Independent School District No. _____ has adopted a school board policy in order to comply with state and federal laws regarding education records. The policy does the following:

a. It classifies records as public, private, or confidential.

b. It establishes procedures and regulations to permit parents or students to inspect and review a student's education records. These procedures include the method of determining fees for copies, a listing of the locations of these education records, and the identity of the individuals in charge of the records.

c. It establishes procedures and regulations to allow parents or students to request the amendment of a student's education records to ensure that the records are not inaccurate, misleading, or otherwise in violation of the student's privacy rights.

d. It establishes procedures and regulations for access to and disclosure of education records.

e. It establishes procedures and regulations for safeguarding the privacy of education records and for obtaining prior written consent of the parent or student when required prior to disclosure.

3. Copies of the school board policy and accompanying procedures and regulations are available to parents and students upon written request to the Superintendent.

4. Pursuant to applicable law, Independent School District No. _____ gives notice to parents of students currently in attendance in the school district and eligible students currently in attendance in the school district, of their rights regarding "directory information."

"Directory information" includes the following information relating to a student: the student's name; address; telephone number; electronic mail address; photograph; date and place of birth; major field of study; dates of attendance; grade level; enrollment status; participation in officially recognized activities and sports; weight and height of members of athletic teams; degrees, honors and awards received; the most recent educational agency or institution attended by the student; and other similar information. "Directory information" also includes the name, address, and telephone number of the student's parent(s). "Directory information" does not include a student's social security number or a student's identification number (ID) if the ID may be used to access education records without use of one or more factors that authenticate the student's identity such as a personal identification number, password, or other factor known or possessed only by the authorized user. It also does not include identifying information on a student's religion, race, color, social position, or nationality.

[Note: The definition of directory information is found on page 515-2 of the school district's policy. This definition includes all of the types of information specifically referenced by state and federal law as directory information. A school district may choose not to include some or all of the enumerated information as directory information. A school district also may add to the list of directory information, as long as the added data is not information that generally would be deemed as an invasion of privacy or information that references the student's religion, race, color, social position, or nationality. A school district also may specify in this section that the disclosure of directory information will be limited to specific parties, for specific purposes, or both. The identity of those parties and/or purposes should be identified. To the extent a school district adds these restrictions, it must then limit its directory information disclosures to those individuals and/or purposes specified in this public notice. Procedures to address how these restrictions will be enforced by the school district are advised. Designation of directory information is an important policy decision for the local school board which must balance not only the privacy interests of the student against public disclosure but also the additional administrative requirements such restrictions on disclosures will place on the school district.]

a. THE INFORMATION LISTED ABOVE SHALL BE PUBLIC INFORMATION WHICH THE SCHOOL DISTRICT MAY DISCLOSE FROM THE EDUCATION RECORDS OF A STUDENT OR INFORMATION REGARDING A PARENT.

b. SHOULD THE PARENT OF A STUDENT OR THE STUDENT SO DESIRE, ANY OR ALL OF THE LISTED INFORMATION WILL NOT BE DISCLOSED WITHOUT THE PARENT'S OR ELIGIBLE STUDENT'S PRIOR WRITTEN CONSENT EXCEPT TO SCHOOL OFFICIALS AS PROVIDED UNDER FEDERAL LAW.

c. IN ORDER TO MAKE ANY OR ALL OF THE DIRECTORY INFORMATION LISTED ABOVE "PRIVATE" (I.E., SUBJECT TO CONSENT PRIOR TO

DISCLOSURE), THE PARENT OR ELIGIBLE STUDENT MUST MAKE A WRITTEN REQUEST TO THE BUILDING PRINCIPAL WITHIN THIRTY (30) DAYS AFTER THE DATE OF THE LAST PUBLICATION OF THIS NOTICE. THIS WRITTEN REQUEST MUST INCLUDE THE FOLLOWING INFORMATION:

(1) NAME OF STUDENT AND PARENT, AS APPROPRIATE;

(2) HOME ADDRESS;

(3) SCHOOL PRESENTLY ATTENDED BY STUDENT;

(4) PARENT'S LEGAL RELATIONSHIP TO STUDENT, IF APPLICABLE;

(5) SPECIFIC CATEGORY OR CATEGORIES OF DIRECTORY INFORMATION WHICH IS NOT TO BE MADE PUBLIC WITHOUT THE PARENT'S OR ELIGIBLE STUDENT'S PRIOR WRITTEN CONSENT.

5. Pursuant to applicable law, Independent School District No. _____ hereby gives notice to parents of students and eligible students in grades 11 and 12 of their rights regarding release of information to military recruiting officers and post-secondary educational institutions. The school district must release the names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions within sixty (60) days after the date of the request. Data released to military recruiting officers under this provision may be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military and cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces.

SHOULD THE PARENT OF A STUDENT OR THE ELIGIBLE STUDENT SO DESIRE, ANY OR ALL OF THE LISTED INFORMATION WILL NOT BE DISCLOSED TO MILITARY RECRUITING OFFICERS AND POST-SECONDARY EDUCATIONAL INSTITUTIONS WITHOUT PRIOR CONSENT.

IN ORDER TO REFUSE THE RELEASE OF THIS INFORMATION WITHOUT PRIOR CONSENT, THE PARENT OR ELIGIBLE STUDENT MUST MAKE A WRITTEN REQUEST TO THE RESPONSIBLE AUTHORITY, *[DESIGNATE TITLE OF INDIVIDUAL, I.E., BUILDING PRINCIPAL],* BY *[INSERT DATE]* EACH YEAR. THIS WRITTEN REQUEST MUST INCLUDE THE FOLLOWING INFORMATION:

(1) NAME OF STUDENT AND PARENT, AS APPROPRIATE;

(2) HOME ADDRESS;

(3) STUDENT'S GRADE LEVEL;

(4) SCHOOL PRESENTLY ATTENDED BY STUDENT;

(5) PARENT'S LEGAL RELATIONSHIP TO STUDENT, IF APPLICABLE;

(6) SPECIFIC CATEGORY OR CATEGORIES OF INFORMATION WHICH ARE NOT TO BE RELEASED TO MILITARY RECRUITING OFFICERS AND POST-SECONDARY EDUCATIONAL INSTITUTIONS WITHOUT PRIOR CONSENT;

(7) SPECIFIC CATEGORY OR CATEGORIES OF DIRECTORY INFORMATION WHICH ARE NOT TO BE RELEASED TO THE PUBLIC, INCLUDING MILITARY RECRUITING OFFICERS AND POST-SECONDARY EDUCATIONAL INSTITUTIONS.

Notice: Refusal to release the above information to military recruiting officers and post-secondary educational institutions alone does not affect the school district's release of directory information to the public, including military recruiting officers and post-secondary educational institutions. In order to make any directory information about a student private, the procedures contained in the Directory Information section of this notice also must be followed. If you do not want your child's or eligible student's directory information released to military recruiting officers or post-secondary educational institutions, you also must notify the school district that you do not want this directory information released to any member of the public, including military recruiting officers and post-secondary educational institutions.

INDEPENDENT SCHOOL DISTRICT NO. _____
_____, MINNESOTA

Dated:_____ _____
Chair

[Note: The use of this form requesting information about specific activities or behavior is mandated by statute. In addition, the school district is required to maintain such requests and a record of any release in the student's file.]

JUVENILE JUSTICE SYSTEM
REQUEST FOR INFORMATION

Family Educational Rights and Privacy Act
Minnesota Government Data Practices Act, Minn. Stat. § 13.32, Subds. 3(i) and 8(b)

DATE/TIME OF REQUEST:_____

TO:_____
(Superintendent of school district or chief administrative officer of school)

FROM:_____
(Requester's name/agency)

STUDENT:_____

BASIS FOR REQUEST:

_____ Juvenile delinquency investigation/prosecution

_____ Child protection assessment/investigation

_____ Investigation/filing of CHIPS or delinquency petition

REASON FOR REQUEST: (Requester must describe why information regarding existence of the data marked below is necessary to effectively serve the student)

_____

_____

_____

_____

_____

RESPONSE TO REQUEST:

The school must indicate whether it has data on the student that document any activity or behavior marked by the requester.

INFORMATION REQUESTED: (*mark all that apply*) **RESPONSE PROVIDED:** (*yes / no*)

Indicate whether you have data that document the student's:

_____ Use of a controlled substance, alcohol, or tobacco _____

_____	Assaultive or threatening conduct as defined in Minn. Stat. § 13.32, Subd. 8	_____
_____	Possession or use of weapons or look-alike weapons	_____
_____	Theft	_____
_____	Vandalism and damage to property	_____

CERTIFICATION: The undersigned certifies that he or she is a member of the juvenile justice system. The requested data are needed by the juvenile justice system so it may effectively serve, prior to adjudication, the student whose records are released. The undersigned will not disclose the information received to any other party, except as provided under state law, without prior written consent as required by Code of Federal Regulations, title 34, section 99.38(b). The undersigned further certifies that he or she understands that, by signing this request, he or she is subject to the penalties in Minn. Stat. § 13.09.

_____

Signature/Title

[Note: A principal or chief administrative officer of a school who receives such a request to disclose information about a student to the juvenile justice system shall, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information before disclosing the information. If the student's parent or guardian notifies the principal or chief administrative officer within ten (10) days of receiving the certified notice that the parent or guardian objects to the disclosure, the principal or chief administrative officer must not disclose the information. The principal or chief administrative officer must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the principal or chief administrative officer must respond to the data request.]

Adopted: June 21, 2004

Revised: November, 2019

Reviewed: July 12, 2021

524 INTERNET ACCEPTABLE USE AND SAFETY POLICY

I. PURPOSE

The purpose of this policy is to set forth policies and guidelines for access to the school district computer system and acceptable and safe use of the Internet, including electronic communications.

II. GENERAL STATEMENT OF POLICY

In making decisions regarding student and employee access to the school district computer system and the Internet, including electronic communications, the school district considers its own stated educational mission, goals, and objectives. Electronic information research skills are now fundamental to preparation of citizens and future employees. Access to the school district computer system and to the Internet enables students and employees to explore thousands of libraries, databases, bulletin boards, and other resources while exchanging messages with people around the world. The school district expects that faculty will blend thoughtful use of the school district computer system and the Internet throughout the curriculum and will provide guidance and instruction to students in their use.

III. LIMITED EDUCATIONAL PURPOSE

The school district is providing students and employees with access to the school district computer system, which includes Internet access. The purpose of the system is more specific than providing students and employees with general access to the Internet. The school district system has a limited educational purpose, which includes use of the system for classroom activities, educational research, and professional or career development activities. Users are expected to use Internet access through the district system to further educational and personal goals consistent with the mission of the school district and school policies. Uses which might be acceptable on a user's private personal account on another system may not be acceptable on this limited-purpose network.

IV. USE OF SYSTEM IS A PRIVILEGE

The use of the school district system and access to use of the Internet is a privilege, not a right. Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of the school district system or the Internet may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment; or civil or criminal liability under other applicable laws.

V. UNACCEPTABLE USES

A. The following uses of the school district system and Internet resources or accounts are considered unacceptable:

1. Users will not use the school district system to access, review, upload, download, store, print, post, receive, transmit, or distribute:

   a. pornographic, obscene, or sexually explicit material or other visual depictions that are harmful to minors;

   b. obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or sexually explicit language;

   c. materials that use language or images that are inappropriate in the education setting or disruptive to the educational process;

   d. information or materials that could cause damage or danger of disruption to the educational process;

   e. materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.

2. Users will not use the school district system to knowingly or recklessly post, transmit, or distribute false or defamatory information about a person or organization, or to harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.

3. Users will not use the school district system to engage in any illegal act or violate any local, state, or federal statute or law.

4. Users will not use the school district system to vandalize, damage, or disable the property of another person or organization, will not make deliberate attempts to degrade or disrupt equipment, software, or system performance by spreading computer viruses or by any other means, will not tamper with, modify, or change the school district system software, hardware, or wiring or take any action to violate the school district's security system, and will not use the school district system in such a way as to disrupt the use of the system by other users.

5. Users will not use the school district system to gain unauthorized access to information resources or to access another person's materials, information, or files without the implied or direct permission of that person.

6. Users will not use the school district system to post private information about another person, personal contact information about themselves or other persons, or other personally identifiable information, including, but not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or passwords, labeled photographs, or other information that would make the individual's identity easily traceable, and will not repost a message that was sent to the user privately without permission of the person who sent the message.

a. This paragraph does not prohibit the posting of employee contact information on school district webpages or communications between employees and other individuals when such communications are made for education-related purposes (i.e., communications with parents or other staff members related to students).

b. Employees creating or posting school-related webpages may include personal contact information about themselves on a webpage. However, employees may not post personal contact information or other personally identifiable information about students unless:

(1) such information is classified by the school district as directory information and verification is made that the school district has not received notice from a parent/guardian or eligible student that such information is not to be designated as directory information in accordance with Policy 515; or

(2) such information is not classified by the school district as directory information but written consent for release of the information to be posted has been obtained from a parent/guardian or eligible student in accordance with Policy 515.

In addition, prior to posting any personal contact or personally identifiable information on a school-related webpage, employees shall obtain written approval of the content of the postings from the building administrator.

c. These prohibitions specifically prohibit a user from utilizing the school district system to post personal information about a user or another individual on social networks, including, but not limited to, social networks such as "Facebook," "Twitter," "Instagram," "Snapchat," and "Reddit," and similar websites or applications.

7. Users must keep all account information and passwords on file with the designated school district official. Users will not attempt to gain unauthorized access to the school district system or any other system through the school district system, attempt to log in through another person's account, or use computer accounts, access codes, or network identification other than those assigned to the user. Messages and records on the school district system may not be encrypted without the permission of appropriate school authorities.

8. Users will not use the school district system to violate copyright laws or usage licensing agreements, or otherwise to use another person's property without the person's prior approval or proper citation, including the downloading or exchanging of pirated software or copying software to or from any school computer, and will not plagiarize works they find on the Internet.

9. Users will not use the school district system for conducting business, for unauthorized commercial purposes, or for financial gain unrelated to the mission of the school district. Users will not use the school district system to offer or

provide goods or services or for product advertisement. Users will not use the school district system to purchase goods or services for personal use without authorization from the appropriate school district official.

10. Users will not use the school district system to engage in bullying or cyberbullying in violation of the school district's Bullying Prohibition Policy 514. This prohibition includes using any technology or other electronic communication off school premises to the extent that student learning or the school environment is substantially and materially disrupted.

B. A student or employee engaging in the foregoing unacceptable uses of the Internet when off school district premises also may be in violation of this policy as well as other school district policies. Examples of such violations include, but are not limited to, situations where the school district system is compromised or if a school district employee or student is negatively impacted. If the school district receives a report of an unacceptable use originating from a non-school computer or resource, the school district may investigate such reports to the best of its ability. Students or employees may be subject to disciplinary action for such conduct, including, but not limited to, suspension or cancellation of the use or access to the school district computer system and the Internet and discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment.

C. If a user inadvertently accesses unacceptable materials or an unacceptable Internet site, the user shall immediately disclose the inadvertent access to an appropriate school district official. In the case of a school district employee, the immediate disclosure shall be to the employee's immediate supervisor and/or the building administrator. This disclosure may serve as a defense against an allegation that the user has intentionally violated this policy. In certain rare instances, a user also may access otherwise unacceptable materials if necessary to complete an assignment and if done with the prior approval of and with appropriate guidance from the appropriate teacher or, in the case of a school district employee, the building administrator.

VI. FILTER

A. With respect to any of its computers with Internet access, the school district will monitor the online activities of both minors and adults and employ technology protection measures during any use of such computers by minors and adults. The technology protection measures utilized will block or filter Internet access to any visual depictions that are:

1. Obscene;

2. Child pornography; or

3. Harmful to minors.

B. The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that:

1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; or

2. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and

3. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

C. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.

D. An administrator, supervisor, or other person authorized by the Superintendent may disable the technology protection measure, during use by an adult, to enable access for bona fide research or other lawful purposes.

E. The school district will educate students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response.

VII. CONSISTENCY WITH OTHER SCHOOL POLICIES

Use of the school district computer system and use of the Internet shall be consistent with school district policies and the mission of the school district.

VIII. LIMITED EXPECTATION OF PRIVACY

A. By authorizing use of the school district system, the school district does not relinquish control over materials on the system or contained in files on the system. Users should expect only limited privacy in the contents of personal files on the school district system.

B. Routine maintenance and monitoring of the school district system may lead to a discovery that a user has violated this policy, another school district policy, or the law.

C. An individual investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or school district policy.

D. Parents have the right at any time to investigate or review the contents of their child's files and e-mail files. Parents have the right to request the termination of their child's individual account at any time.

E. School district employees should be aware that the school district retains the right at any time to investigate or review the contents of their files and e-mail files. In addition, school district employees should be aware that data and other materials in files maintained on the school district system may be subject to review, disclosure or discovery under Minn. Stat. Ch. 13 (the Minnesota Government Data Practices Act).

F. The school district will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with school district policies conducted through the school district system.

IX. INTERNET USE AGREEMENT

A. The proper use of the Internet, and the educational value to be gained from proper Internet use, is the joint responsibility of students, parents, and employees of the school district.

B. This policy requires the permission of and supervision by the school's designated professional staff before a student may use a school account or resource to access the Internet.

C. The Internet Use Agreement form for students must be read and signed by the user, the parent or guardian, and the supervising teacher. The Internet Use Agreement form for employees must be signed by the employee. The form must then be filed at the school office. As supervising teachers change, the agreement signed by the new teacher shall be attached to the original agreement.

X. LIMITATION ON SCHOOL DISTRICT LIABILITY

Use of the school district system is at the user's own risk. The system is provided on an "as is, as available" basis. The school district will not be responsible for any damage users may suffer, including, but not limited to, loss, damage, or unavailability of data stored on school district diskettes, tapes, hard drives, or servers, or for delays or changes in or interruptions of service or mis-deliveries or non-deliveries of information or materials, regardless of the cause. The school district is not responsible for the accuracy or quality of any advice or information obtained through or stored on the school district system. The school district will not be responsible for financial obligations arising through unauthorized use of the school district system or the Internet.

XI. USER NOTIFICATION

A. All users shall be notified of the school district policies relating to Internet use.

B. This notification shall include the following:

1. Notification that Internet use is subject to compliance with school district policies.

2. Disclaimers limiting the school district's liability relative to:

a. Information stored on school district diskettes, hard drives, or servers.

b. Information retrieved through school district computers, networks, or online resources.

c. Personal property used to access school district computers, networks, or online resources.

d. Unauthorized financial obligations resulting from use of school district resources/accounts to access the Internet.

3. A description of the privacy rights and limitations of school sponsored/managed Internet accounts.

4. Notification that, even though the school district may use technical means to limit student Internet access, these limits do not provide a foolproof means for enforcing the provisions of this acceptable use policy.

5. Notification that goods and services can be purchased over the Internet that could potentially result in unwanted financial obligations and that any financial obligation incurred by a student through the Internet is the sole responsibility of the student and/or the student's parents.

6. Notification that the collection, creation, reception, maintenance, and dissemination of data via the Internet, including electronic communications, is governed by Policy 406, Public and Private Personnel Data, and Policy 515, Protection and Privacy of Pupil Records.

7. Notification that, should the user violate the school district's acceptable use policy, the user's access privileges may be revoked, school disciplinary action may be taken and/or appropriate legal action may be taken.

8. Notification that all provisions of the acceptable use policy are subordinate to local, state, and federal laws.

XIII. NOTIFICATION REGARDING TECHNOLOGY PROVIDERS

A. "Technology provider" means a person who:

1. contracts with the school district, as part of a one-to-one program or otherwise, to provide a school-issued device for student use; and

2. creates, receives, or maintains educational data pursuant or incidental to a contract with the school district.

B. "Parent" means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.

C. Within 30 days of the start of each school year, the school district must give parents and students direct and timely notice, by United States mail, e-mail, or other direct form of communication, of any curriculum, testing, or assessment technology provider contract affecting a student's educational data. The notice must:

1. identify each curriculum, testing, or assessment technology provider with access to educational data;

2. identify the educational data affected by the curriculum, testing, or assessment technology provider contract; and

3. include information about the contract inspection and provide contact information for a school department to which a parent or student may direct questions or concerns regarding any program or activity that allows a curriculum,

testing, or assessment technology provider to access a student's educational data.

D. The school district must provide parents and students an opportunity to inspect a complete copy of any contract with a technology provider.

E. A contract between a technology provider and the school district must include requirements to ensure appropriate security safeguards for educational data. The contract must require that:

1. the technology provider's employees or contractors have access to educational data only if authorized; and

2. the technology provider's employees or contractors may be authorized to access educational data only if access is necessary to fulfill the official duties of the employee or contractor.

F. All educational data created, received, maintained, or disseminated by a technology provider pursuant or incidental to a contract with a public educational agency or institution are not the technology provider's property.

XIV. SCHOOL-ISSUED DEVICES

A. "School-issued device" means hardware or software that the school district, acting independently or with a technology provider, provides to an individual student for that student's dedicated personal use. A school-issued device includes a device issued through a one-to-one program.

B. Except as provided in paragraph C, the school district or a technology provider must not electronically access or monitor:

1. any location-tracking feature of a school-issued device;

2. any audio or visual receiving, transmitting, or recording feature of a school-issued device; or

3. student interactions with a school-issued device, including but not limited to keystrokes and web-browsing activity.

C. The school district or a technology provider may only engage in activities prohibited by paragraph B if:

1. the activity is limited to a noncommercial educational purpose for instruction, technical support, or exam-proctoring by school district employees, student teachers, staff contracted by the school district, a vendor, or the Minnesota Department of Education, and notice is provided in advance;

2. the activity is permitted under a judicial warrant;

3. the school district is notified or becomes aware that the device is missing or stolen;

4. the activity is necessary to respond to an imminent threat to life or safety and the access is limited to that purpose;

5. the activity is necessary to comply with federal or state law, including but not limited to Minnesota Statutes section 121A.031; or

6. the activity is necessary to participate in federal or state funding programs, including but not limited to the E-Rate program.

D. If the school district or a technology provider interacts with a school-issued device as provided in paragraph C, clause 4, it must, within 72 hours of the access, notify the student to whom the school-issued device was issued or that student's parent and provide a written description of the interaction, including which features of the device were accessed and a description of the threat. This notice is not required at any time when the notice itself would pose an imminent threat to life or safety, but must instead be given within 72 hours after that imminent threat has ceased.

XV. LIMIT ON SCREEN TIME FOR CHILDREN IN PRESCHOOL AND KINDERGARTEN

A child in a publicly funded preschool or kindergarten program may not use an individual-use screen, such as a tablet, smartphone, or other digital media, without engagement from a teacher or other students. This section does not apply to a child for whom the school has an individualized family service plan, an individualized education program, or a 504 plan in effect.

XVI. IMPLEMENTATION; POLICY REVIEW

A. The school district administration may develop appropriate user notification forms, guidelines, and procedures necessary to implement this policy for submission to the school board for approval. Upon approval by the school board, such guidelines, forms, and procedures shall be an addendum to this policy.

B. The administration shall revise the user notifications, including student and parent notifications, if necessary, to reflect the adoption of these guidelines and procedures.

C. The school district Internet policies and procedures are available for review by all parents, guardians, staff, and members of the community.

D. Because of the rapid changes in the development of the Internet, the school board shall conduct an annual review of this policy.

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act
Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 124D.166 (Limit on Screen Time for Children in Preschool and Kindergarten)
Minn. Stat. § 125B.15 (Internet Access for Students)
Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)
15 U.S.C. § 6501 *et seq.* (Children's Online Privacy Protection Act)
17 U.S.C. § 101 *et seq.* (Copyrights)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
47 U.S.C. § 254 (Children's Internet Protection Act of 2000 (CIPA))

47 C.F.R. § 54.520 (FCC rules implementing CIPA)
Mahanoy Area Sch. Dist. v. B.L., 594 U.S. ___ , 141 S. Ct. 2038 (2021)
Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503 (1969)
United States v. Amer. Library Assoc., 539 U.S. 1942003)
Sagehorn v. Indep. Sch. Dist. No. 728, 122 F.Supp.2d 842 (D. Minn. 2015)
R.S. v. Minnewaska Area Sch. Dist. No. 2149, 894 F.Supp.2d 1128 (D. Minn. 2012)
Tatro v. Univ. of Minnesota, 800 N.W.2d 811 (Minn. App. 2011), aff'd on other grounds 816 N.W.2d 509 (Minn. 2012)
S.J.W. v. Lee's Summit R-7 Sch. Dist., 696 F.3d 771 (8th Cir. 2012)
Parents, Families and Friends of Lesbians and Gays, Inc. v. Camdenton R-III Sch. Dist., 853 F.Supp.2d 888 (W.D. Mo. 2012)
M.T. v. Cent. York Sch. Dist., 937 A.2d 538 (Pa. Commw. Ct. 2007)

Cross References:

Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
Policy 406 (Public and Private Personnel Data)
Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
Policy 506 (Student Discipline)
Policy 514 (Bullying Prohibition Policy)
Policy 515 (Protection and Privacy of Pupil Records)
Policy 519 (Interviews of Students by Outside Agencies)
Policy 521 (Student Disability Nondiscrimination)
Policy 522 (Student Sex Nondiscrimination)
Policy 603 (Curriculum Development)
Policy 604 (Instructional Curriculum)
Policy 606 (Textbooks and Instructional Materials)
Policy 806 (Crisis Management Policy)
Policy 904 (Distribution of Materials on School District Property by Nonschool Persons)

BECKER PUBLIC SCHOOLS
GENERAL FUND
GROSS LEVY COMPARISON

		ACTUAL 2021 PAY 2022	PROPOSED 2021 PAY 2022	DOLLAR DIFFERENCE
1	**Operating Referendum Levies**	$ 2,587,825	$ 3,056,451	$ 468,626
2	**Operating Capital Levy**	288,747	297,193	8,446
3	**Equity and Local Optional Levies**	2,402,130	2,399,713	(2,417)
4	**Reemployment Levy**	82,890	(50,000)	(132,890)
5	**Safe Schools Levy**	111,224	107,296	(3,928)
6	**Career & Technical Levy**	34,062	39,733	5,671
7	**Integration Levy**	75,096	86,423	11,327
8	**Long Term Facilities Maintenance**	795,720	877,969	82,249
9	**Building Lease Levy**	312,085	220,481	(91,604)
10	**Capital Projects Referendum Levy**	503,786	541,928	38,142
11	**Annual OPEB Levy**	192,412	179,969	(12,443)
12	**General Fund Adjustments**	8,650	(8,174)	(16,824)
	TOTAL PROPOSED LEVY	$ 7,394,627	$ 7,748,982	$ 354,355

BECKER PUBLIC SCHOOLS
COMMUNITY EDUCATION
GROSS LEVY COMPARISON

	ACTUAL 2021 PAY 2022	PROPOSED 2021 PAY 2022	DOLLAR DIFFERENCE
Basic Community Ed. Levy	$ 97,551	$ 97,551	$ -
Early Childhood Levy	71,228	75,691	4,463
Adults with Disabilities Levy	4,500	4,500	0
School Age Care Levy	43,435	39,889	(3,546)
Home Visit Levy	1,893	2,076	183
Abatements	5	9	4
TOTAL PROPOSED LEVY	$ 218,612	$ 219,716	$ 1,104

BECKER PUBLIC SCHOOLS
DEBT SERVICE
GROSS LEVY COMPARISON

	ACTUAL 2021 PAY 2022	PROPOSED 2021 PAY 2022	DOLLAR DIFFERENCE
Required Debt Service Levy	$ 3,952,504	$ 4,165,357	$ 212,853
Abatement Adjustments	202	145	(57)
Reduction For Debt Excess	(123,879)	(135,413)	(11,534)
TOTAL PROPOSED LEVY	$ 3,828,827	$ 4,030,089	$ 201,262

BECKER PUBLIC SCHOOLS
ALL FUNDS
GROSS LEVY COMPARISON

	ACTUAL 2021 PAY 2022	PROPOSED 2022 PAY 2023	DOLLAR DIFFERENCE	% Change
General Fund	$ 7,394,627	$ 7,748,982	$ 354,355	4.79%
Community Education Fund	218,612	219,716	1,104	0.51%
Debt Service Fund	3,828,827	4,030,089	201,262	5.26%
TOTAL PROPOSED LEVY	$ 11,442,066	$ 11,998,787	$ 556,721	4.87%

A LEGENCE Company

1139 Franklin Avenue
Suite 1 | Sauk Rapids, Minnesota 56379
www.ics-builds.com
(320) 416-2004

September 6, 2022

Board of Education
Becker Public Schools, ISD 726
12000 Hancock Street
Becker, MN 55308

Re: Becker Public Schools Primary/EEC Additions and Remodeling
Becker, MN 55308

Dear Board Members:

ICS has reviewed the bids that were received on Thursday, August 11th, 2022, for the above-referenced project. Bids were received for Fifteen (15) work scope packages. Please note that on the Bid Form a unit price was requested from Contractors bidding the project. This unit price, if accepted, is not taken into consideration when reviewing the Bids. Additionally, if used to modify the work noted, the change to the Contract would be noted and executed in a future Change Order. Our recommendation for award is as follows:

Work Scope 1 – Earthwork, Utilities, Exterior Improvements	
Wruck Excavating	
BASE BID:	$989,187.00
Unit Price No. 1 – Soil Corrections	$40.00/CY
TOTAL	**$989,187.00**
Work Scope 2 – Concrete and Masonry	
W. Gohman Const. Co.	
BASE BID:	$1,333,000.00
TOTAL	**$1,333,000.00**
Work Scope 3 – Structural Steel Supply	
DAKA Corporation	
BASE BID:	$424,810.00
TOTAL	**$424,810.00**
Work Scope 4 – Structural Steel Installation	
Spartan Steel Erectors, Inc.	
BASE BID:	$168,100.00
TOTAL	**$168,100.00**

Work Scope 5 – Roofing and Metal Panel
McDowall Company

BASE BID:	$577,700.00
TOTAL	**$577,700.00**

Work Scope 6 – Steel Stud and Drywall
Commercial Drywall, Inc.

BASE BID:	$595,698.00
TOTAL	**$595,698.00**

Work Scope 7 – General Construction
Century Construction Company

BASE BID:	$960,000.00
TOTAL	**$960,000.00**

Work Scope 8 – Aluminum Doors, Windows and Glazing
Northern Glass & Glazing

BASE BID:	$259,000.00
TOTAL	**$259,000.00**

Work Scope 9 – Wall Coverings
Gunion Painting

BASE BID:	$67,485.00
TOTAL	**$67,485.00**

Work Scope 10 – Acoustical Ceilings and Acoustical Treatment
MDI, Inc.

BASE BID:	$129,900.00
TOTAL	**$129,900.00**

Work Scope 11 – Flooring and Tile
Grazzini Brothers & Company

BASE BID:	$418,570.00
TOTAL	**$418,570.00**

Work Scope 12 – Fire Suppression
Summit Fire Protection

BASE BID:	$124,000.00
TOTAL	**$124,000.00**

Work Scope 13 - Mechanical
Masters Plumbing Heating & Cooling, LLC

BASE BID:	$2,011,500.00
Alternate 1a – Provide a cost to install and provide Controls by Alerton – **Not Accepted**	$1,000.00

Alternate 1C – Controls by Automated Logic **Not Accepted**	($12,000.00)
TOTAL	**$2,011,500.00**

Work Scope 14 – Electrical
Hubbard Electric, Inc.

BASE BID:	$671,000.00
TOTAL	**$671,000.00**

Work Scope 15 – Post & Frame Storage Building
Ebert, Inc.

BASE BID:	$227,000.00
TOTAL	**$227,000.00**

Based on the recommendations above, we recommend that the district enter into a contract with the above-mentioned contractors for the total bid amount of $8,956,950.00.

Upon Board action, we will draft a contract reflecting this amount to each of the respective Contractors.

Enclosed are copies of the official bid tabulation, bid forms and bid securities. Please contact us at 763-354-2670 should you have any questions regarding our recommendation.

Regards,

Kyle Walter
Project Director

KS JU
Enclosures

Becker Public Schools Primary/EEC Additions and Renovations
OWNER: Becker Public Schools, ISD 726
CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

BID TABULATIONS

Thursday, August 11th, 2:00 PM

Work Scope 1: Earthwork
Utilities, Ext. Improvement

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	WRUCK	OS SITEWORK	VEIT			
BID SECURITY	X	X	X			
ADDENDA REC'D.	1,2,3	1,2,3	1,2,3			
BASE BID:	989,187	1,224,102	1,066,573			
MN Responsible Contractor	X	X	X			
ALTERNATES:						
Alt. No. 1a - Provide a cost to install and provide control by Alerton						
Alt No. 1b - Controls by Automated Logic						
UNIT PRICES:						
Soil Corrections Per Cubic yard	40/cuyd	40/cuyd	40/cuyd			

Becker Public Schools Primary/EEC Additions and Renovations
OWNER: Becker Public Schools, ISD 726
CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

BID TABULATIONS

Thursday, August 11th, 2:00 PM

Work Scope 2: Concrete & Masonry

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	W. GOHMAN	EBERT	B&D			
BID SECURITY	X	X	X			
ADDENDA REC'D.	1,2,3	1,2,3	1,2,3			
BASE BID:	1,333,000	1,362,000	1,404,000			
MN Responsible Contractor	X	X	X			
ALTERNATES:						
Alt. No. 1a - Provide a cost to install and provide control by Alerton						
Alt No. 1b - Controls by Automated Logic						
UNIT PRICES:						
Soil Corrections Per Cubic yard						

Becker Public Schools Primary/EEC Additions and Renovations
OWNER: Becker Public Schools, ISD 726
CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

BID TABULATIONS

Thursday, August 11th, 2:00 PM

Work Scope 3: Steel Material

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Ben's Structural	DAKA CORP.				
BID SECURITY	x	x				
ADDENDA REC'D.	1,2,3	1,2,3				
BASE BID:	457,200	424,810				
MN Responsible Contractor	x	x				
ALTERNATES:						
Alt. No. 1a - Provide a cost to install and provide control by Alerton						
Alt No. 1b - Controls by Automated Logic						
UNIT PRICES:						
Soil Corrections Per Cubic yard						

Becker Public Schools Primary/EEC Additions and Renovations
OWNER: Becker Public Schools, ISD 726
CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

BID TABULATIONS

Thursday, August 11th, 2:00 PM

Work Scope 4: Steel Erection

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	SPARTAN STEEL	A.M.E. CONST.	INNOVATIVE Builders			
BID SECURITY	X	X	X			
ADDENDA REC'D.	1,2,3	1,2,3	1,2,3			
BASE BID:	168100	168,400	169,500			
MN Responsible Contractor	X	X	X			
ALTERNATES:						
Alt. No. 1a - Provide a cost to install and provide control by Alerton						
Alt No. 1b - Controls by Automated Logic						
UNIT PRICES:						
Soil Corrections Per Cubic yard						

Becker Public Schools Primary/EEC Additions and Renovations
OWNER: Becker Public Schools, ISD 726
CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

BID TABULATIONS

Thursday, August 11th, 2:00 PM

Work Scope 5: Roofing and Metal Panel

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	MCDOWALL					
BID SECURITY	X					
ADDENDA REC'D.	1,2,3					
BASE BID:	$77,700					
MN Responsible Contractor	X					
ALTERNATES:						
Alt. No. 1a - Provide a cost to install and provide control by Alerton						
Alt No. 1b - Controls by Automated Logic						
UNIT PRICES:						
Soil Corrections Per Cubic yard						

Becker Public Schools Primary/EEC Additions and Renovations
OWNER: Becker Public Schools, ISD 726
CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

BID TABULATIONS

Thursday, August 11th, 2:00 PM

Work Scope 6: Steel Stud and Drywall

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Commercial Drywall					
BID SECURITY	X					
ADDENDA REC'D.	1, 2, 3					
BASE BID:	595,698					
MN Responsible Contractor	X					
ALTERNATES:						
Alt. No. 1a - Provide a cost to install and provide control by Alerton						
Alt No. 1b - Controls by Automated Logic						
UNIT PRICES:						
Soil Corrections Per Cubic yard						

Becker Public Schools Primary/EEC Additions and Renovations
OWNER: Becker Public Schools, ISD 726
CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

BID TABULATIONS

Thursday, August 11th, 2:00 PM

Work Scope 7: General Construction

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	BRADBURY STAMM	EBERT	CENTURY	W. GOHMAN	AMRY	
BID SECURITY	X	X	X	X	X	
ADDENDA REC'D.	1,2,3	1,2,3	1,2,3	1,2,3	1,2,3	
BASE BID:	1,285,000	1,073,000	960,000	1,124,000	1,010,000	
MN Responsible Contractor	X	X	X	X	X	
ALTERNATES:						
Alt. No. 1a - Provide a cost to install and provide control by Alerton						
Alt No. 1b - Controls by Automated Logic						
UNIT PRICES:						
Soil Corrections Per Cubic yard						

Becker Public Schools Primary/EEC Additions and Renovations
OWNER: Becker Public Schools, ISD 726
CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

BID TABULATIONS

Thursday, August 11th, 2:00 PM

ork Scope 8: Aluminum Doors, Windows and Glazing

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Northern Glass & Glazing	Heartland Glass	East Side Glass	Ford Metro		
BID SECURITY	X	X	X	X		
ADDENDA REC'D.	1, 2, 3	1, 2, 3	1, 2, 3	1, 2, 3		
BASE BID:	259,000	288,897	266,250	266,480		
MN Responsible Contractor	X	X	X	X		
ALTERNATES:						
Alt. No. 1a - Provide a cost to install and provide control by Alerton						
Alt No. 1b - Controls by Automated Logic						
UNIT PRICES:						
Soil Corrections Per Cubic yard						

Becker Public Schools Primary/EEC Additions and Renovations
OWNER: Becker Public Schools, ISD 726
CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

BID TABULATIONS

Thursday, August 11th, 2:00 PM

Work Scope 9: Wall Coverings

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	HENKEMEYER COATINGS	GUNTON PAINTING				
BID SECURITY	X	X				
ADDENDA REC'D.	1,2,3	1,2,3				
BASE BID:	128,600	67,485				
MN Responsible Contractor	X	X				
ALTERNATES:						
Alt. No. 1a - Provide a cost to install and provide control by Alerton						
Alt No. 1b - Controls by Automated Logic						
UNIT PRICES:						
Soil Corrections Per Cubic yard						

Becker Public Schools Primary/EEC Additions and Renovations
OWNER: Becker Public Schools, ISD 726
CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

BID TABULATIONS

Thursday, August 11th, 2:00 PM

Work Scope 10: Acoustical Ceilings and Acoustical Treatment

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	MN Acoustics	Sonus	Twin City Acoustics	MDI Inc.	St. Cloud Acoustics	Arch. Sales of MN
BID SECURITY	X	X	X	Check	X	X
ADDENDA REC'D.	1,2,3	1,2,3	1,2,3	1,2,3	1,2,3	1,2,3
BASE BID:	145,300	150,955	158,200	129,900	183,270	197,833
MN Responsible Contractor	X	X	X	X	X	X
ALTERNATES:						
Alt. No. 1a - Provide a cost to install and provide control by Alerton						
Alt No. 1b - Controls by Automated Logic						
UNIT PRICES:						
Soil Corrections Per Cubic yard						

Becker Public Schools Primary/EEC Additions and Renovations
OWNER: Becker Public Schools, ISD 726
CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

BID TABULATIONS

Thursday, August 11th, 2:00 PM

Work Scope 11: Flooring and Tile

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	MCI	GRAZZINI				
BID SECURITY	X	X				
ADDENDA REC'D.	1,2,3	1,2,3				
BASE BID:	467,000	418,570				
MN Responsible Contractor	X	X				
ALTERNATES:						
Alt. No. 1a - Provide a cost to install and provide control by Alerton						
Alt No. 1b - Controls by Automated Logic						
UNIT PRICES:						
Soil Corrections Per Cubic yard						

Becker Public Schools Primary/EEC Additions and Renovations
OWNER: Becker Public Schools, ISD 726
CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

BID TABULATIONS

Thursday, August 11th, 2:00 PM

Work Scope 12: Fire Suppression

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Summit					
BID SECURITY	X					
ADDENDA REC'D.	1,2,3					
BASE BID:	129,000					
MN Responsible Contractor	X					
ALTERNATES:						
Alt. No. 1a - Provide a cost to install and provide control by Alerton						
Alt No. 1b - Controls by Automated Logic						
UNIT PRICES:						
Soil Corrections Per Cubic yard						

Becker Public Schools Primary/EEC Additions and Renovations
OWNER: Becker Public Schools, ISD 726
CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

BID TABULATIONS

Thursday, August 11th, 2:00 PM

Work Scope 13: Mechanical

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	McDOWALL	EL-JAY	SCR	WEIDNER	MASTERS	SENTRA-SOTA
BID SECURITY	X	X	X	X	X	X
ADDENDA REC'D.	1,2,3	1,2,3	1,2,3	1,2,3	1,2,3	1,2,3
BASE BID:	2,269,700	2,178,000	2,168,000	2,180,000	2,011,500	2,033,000
MN Responsible Contractor	X	X	X	X	X	X
ALTERNATES:						
Alt. No. 1a - Provide a cost to install and provide control by Alerton	5,000	300	11,500	1,000	1,000	1,000
Alt No. 1b - Controls by Automated Logic	-NO-CHANGE	65,000	63,500	Deduct -7000	Deduct -12,500	Deduct -12,000
UNIT PRICES:						
Soil Corrections Per Cubic yard						

Becker Public Schools Primary/EEC Additions and Renovations
OWNER: Becker Public Schools, ISD 726
CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

BID TABULATIONS

Thursday, August 11th, 2:00 PM

Work Scope 13: Mechanical

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	RJ MECHANICAL	CLIMATE MAKERS				
BID SECURITY	X	X				
ADDENDA REC'D.	1,2,3	1,2,3				
BASE BID:	2,207,000	2,517,000				
MN Responsible Contractor	X	X				
ALTERNATES:						
Alt. No. 1a - Provide a cost to install and provide control by Alerton	300	300				
Alt No. 1b - Controls by Automated Logic	64,848	Deduct - 12,000				
UNIT PRICES:						
Soil Corrections Per Cubic yard						

Becker Public Schools Primary/EEC Additions and Renovations
OWNER: Becker Public Schools, ISD 726
CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

BID TABULATIONS

Thursday, August 11th, 2:00 PM

Work Scope 14: Electrical

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	KLEIN	A.J. MOORE	DESIGN	HUBBARD	AUGUSTA	
BID SECURITY	X	X	X	X	X	
ADDENDA REC'D.	1,2,3	1,2,3	1,2,3	1,2,3	1,2,3	
BASE BID:	754,000	734,600	887,978	671,000	763,000	
MN Responsible Contractor	X	X	X	X	X	
ALTERNATES:						
Alt. No. 1a - Provide a cost to install and provide control by Alerton						
Alt No. 1b - Controls by Automated Logic						
UNIT PRICES:						
Soil Corrections Per Cubic yard						

Becker Public Schools Primary/EEC Additions and Renovations
OWNER: Becker Public Schools, ISD 726
CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

BID TABULATIONS

Thursday, August 11th, 2:00 PM

Work Scope 15: Post & Frame Storage Building

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	EBERT					
BID SECURITY	X					
ADDENDA REC'D.	1,2,3					
BASE BID:	227,000					
MN Responsible Contractor	X					
ALTERNATES:						
Alt. No. 1a - Provide a cost to install and provide control by Alerton						
Alt No. 1b - Controls by Automated Logic						
UNIT PRICES:						
Soil Corrections Per Cubic yard						

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
12000 2nd St. SE
Becker, MN 55308

BID FROM: Veit & Company, Inc.

14000 Veit Pace

Rogers, MN

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 01 - Earthwork, Utilities, Exterior Improvements
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ One Million, Sixty Six Thousand, Five Hundred Seventy Three + no cents | $ 1,066,573.00

2. **Work Scope** N/A
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$_____ | $

3. **Work Scope** N/A
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$_____ | $

4. **COMBINED WORK SCOPE BID**
   a. **The Bidder agrees to perform all work in the following Work Scopes:**

N/A

for the Combined Base Bid Sum of:

$ N/A | $

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

$ forty + no cents | $ 40.00 cy

ALTERNATES:

Alternate No. 1: Controls

1. **Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.**
   a. **Controls by Alerton**

$ _____ | $

   b. **Controls by Automated Logic**

$ _____ | $

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/25/22 Addenda No. 2 Dated 8/1/22

Addenda No. 3 Dated 8/5/22 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 14000 Veit Pace

City: Rogers State: MN Zip: 55374

Phone Number: 763-428-2242 Fax Number: 763-428-8348

Name (typed or printed): Steven J Hedtke

Signature: _____

Title: Chief Financial Officer

Date: 8/11/22

END OF SECTION 00 41 13

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Veit & Company, Inc.

14000 Veit Place
Rogers, MN 55374

SURETY:
(Name, legal status and principal place of business)
Western Surety Company
151 N. Franklin St, 17th Floor
Chicago, IL 60606

OWNER:
(Name, legal status and address)
ISD #726 Becker Public Schools
12000 Hancock Street
Becker, MN 55308

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: $ Five Percent of Total Amount Bid (5%)

PROJECT:
(Name, location or address, and Project number, if any)
Becker Public School Primary/EEC Additions and Remodeling, Becker, Minnesota

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd day of August 2022

(Witness)

Veit & Company, Inc.
(Principal) *(Seal)*

(Title) CFO

(Witness)

Western Surety Company
(Surety) *(Seal)*

(Title) Rocklyn G Bullis, Attorney-in-Fact

VEIT & COMPANY, INC. SEAL MINNESOTA December 29 1960

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF _____)
ss
COUNTY OF _____)

On the _____ day of _____, 20_____, before m
personally appeared _____ to me known, who, being by me duly sworn, did depos
and said that he/she resides in _____ that he/she is a member, manager, c
officer of the limited liability company of _____ and tha
he/she is duly authorized to execute the foregoing agreement in the name of and for the limited liability company.

Notary Public, _____
County, _____
(Notarial Seal) My commission expires _____

CORPORATE ACKNOWLEDGEMENT

STATE OF Minnesota)
ss
COUNTY OF Hennepin)

On the 9th day of August, 2022, before me
personally appeared Steven J Hedtke
to me known, who being by me duly sworn, did depose and say: that he resides in Maple Grove
that he is the CFO President of the Corporation
Veit & Company, Inc.
the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he signed his name thereto by like order.

MICHELE J. BLOCK
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan 31, 2025
(Notarial Seal)

Notary Public, Michele J Block
County, Wright
My commission expires 1-31-25

ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF Minnesota)
ss
COUNTY OF Dakota)

On the 3rd day of August, 2022, before me
appeared Rocklyn C Bullis
to be personally known, who is being by me duly sworn, did say that he is the aforesaid officer or attorney in fact of the Western Surety Company, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its board of directors, and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

MARY JO ANNE DINGWALL
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2025
(Notarial Seal)

Notary Public, Mary Jo Anne Dingwall
Mary Jo Anne Dingwall
County, Carver
My commission expires 01/31/2025

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Dennis G Diessner, Amy M Burns, Mark N Kampf, Thomas M Reuder, Rocklyn C Bullis, Jeffrey J Larson, Lisa Flick, Jonathon Diessner, Yaralitza Rivas, Rebecca Thornburg, Individually

of Burnsville, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of October, 2021.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 27th day of October, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 3rd day of August, 2022

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
12000 2nd St. SE
Becker, MN 55308

BID FROM: U.S. SiteWork, Inc.
11040 183rd Circle NW, Suite B
Elk River, MN 55330

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** Work Scope 01 – Earthwork, Utilities, Exterior Improveme
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ One million two hundred twenty-four thousand one hundred two dollars and zero cents | $ 1,224,102.00

2. **Work Scope** N/A
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ N/A | $ N/A

3. **Work Scope** N/A
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ N/A | $ N/A

4. **COMBINED WORK SCOPE BID**

   a. **The Bidder agrees to perform all work in the following Work Scopes:**

N/A

for the Combined Base Bid Sum of:

$ N/A | $ N/A

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

$ Forty dollars and zero cents | $ 40.00

ALTERNATES:

Alternate No. 1: Controls

1. **Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.**

   a. **Controls by Alerton**

$ No Change | $N/A

   b. **Controls by Automated Logic**

$ No Change | $N/A

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 01 Dated 07/25/2022 Addenda No. 03 Dated 08/05/2022

Addenda No. 02 Dated 08/01/2022 Addenda No. N/A Dated N/A

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 11040 183rd Circle NW, Suite B

City: Elk River State: MN Zip: 55371

Phone Number: (763)280-8508 Fax Number: (763)280-8506

Name (typed or printed): Bart Anderson

Signature: Bart Anderson

Title: CEO

Date: 08/11/2022

END OF SECTION 00 41 13

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

CONTRACTOR:
(Name, legal status and address)

U.S. SiteWork, Inc.

11040 183rd Circle NW Suite B
Elk River, MN 55330

SURETY:
(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square - 2SHS
Hartford, CT 06183

OWNER:
(Name, legal status and address)

Becker Public Schools ISD #726
12000 Hancock Street
Becker, MN 55308

BOND AMOUNT: Five Percent (5%) of the Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Becker Public Schools Primary School ECFE Additions & Renovations

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 5th day of August , 2022

Jessica West	U.S. SiteWork, Inc. Bart Anderson
(Witness)	(Principal) (Seal)
	CEO
	(Title)
	Travelers Casualty and Surety Company of America
Rita Carlson	(Surety) (Seal)
(Witness)	John C. Klein
	(Title) Attorney-in-Fact

INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF
COUNTY OF

On this _____ day of _____, _____, before me personally appeared _____ to me known to be the person _____ described in and who executed the forgoing bond, and acknowledged that _____ he _____ executed the same as _____ free act and deed.

_____ Notary Public

CORPORATION ACKNOWLEDGMENT

STATE OF MINNESOTA
COUNTY OF Sherburne

On this 11th day of August, 2022, before me personally came Bart Anderson to me known, who being by me duly sworn, did depose and say; that he is the CEO of U.S. SiteWork, Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

JESSICA L. WEST
Notary Public
State of Minnesota
My Commission Expires
January 31, 2026

Jessica West Notary Public

SURETY ACKNOWLEDGMENT

STATE OF MINNESOTA
COUNTY OF HENNEPIN

On this 5th day of August, 2022, before me appeared JOHN C. KLEIN to me personally known, who, being duly sworn, did say that he is the Attorney-in-Fact of Travelers Casualty and Surety Company of America of Hartford, CT that the seal affixed to the foregoing instrument is the corporation seal of said corporation; that the said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he did also acknowledge that he executed the said instrument as the free act and deed of said Company.

Rita Carlson Notary Public

RITA MARGARET CARLSON
NOTARY PUBLIC
MINNESOTA
MY COMMISSION EXPIRES JAN. 31, 2025

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **JOHN C KLEIN** of **MINNEAPOLIS**, **Minnesota**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **5th** day of **August**, **2022**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

DEPARTMENT OF LABOR AND INDUSTRY

LICENSE/CERTIFICATE/REGISTRATION DETAIL

Class Type:	CONTRACTOR REGISTRATION	Number:	IR685712
Application No:	341219	Status:	ISSUED
Expire Date:	12/31/2023	Effect Date:	1/1/2022
Orig Date:	9/15/2014	Print Date:	
Enforcement Action:	NO		
Workplace Experience:	N/A		

Name:	U.S. SITEWORK, INC.
Address:	11040 183RD CIRCLE NW SUITE B ELK RIVER , MN 55330
Phone:	

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
12000 2nd St. SE
Becker, MN 55308

BID FROM: Wruck Excavating Inc
15920 US Hwy 10 Po Box 455
Becker MN 55308

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 01 Earthwork utilities exterior improvements
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ Nine hundred, eighty-nine thousand, one hundred, eighty-seven | $ 989,187

2. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$_____ | $

3. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$_____ | $

4. **COMBINED WORK SCOPE BID**
   a. **The Bidder agrees to perform all work in the following Work Scopes:**

_____

for the Combined Base Bid Sum of:

$_____ $ _____

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

$ 40.00 $ 40.00 per YD

ALTERNATES:

Alternate No. 1: Controls

1. **Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.**
   a. **Controls by Alerton**

   $_____ $ _____

   b. **Controls by Automated Logic**

   $_____ $ _____

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7-25-22 Addenda No. 3 Dated 8-5-22

Addenda No. 2 Dated 8-1-22 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 15920 US Hwy 10

City: Becker State: Mn Zip: 55308

Phone Number: 763-262-0871 Fax Number: _____

Name (typed or printed): Tony M Wruck

Signature: T W

Title: President

Date: 8-11-22

END OF SECTION 00 41 13

AIA® Document A310™ – 2010

Bond No. FB0002715

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Wruck Excavating, Inc.
15920 US HWY 10 SE
P.O. Box 455
Becker, MN 55308

SURETY:
(Name, legal status and principal place of business)
GRANITE RE, INC.
14001 Quailbrook Drive
Oklahoma City, OK 73134

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
ISD#726-Becker Public Schools

BOND AMOUNT: Five Percent of the Bid Amount (5% of Bid Amount)

PROJECT: Becker Primary and EEC Addition
(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 11th day of August, 2022

(Witness)

(Witness)

Wruck Excavating, Inc.
(Principal) *(Seal)*

(Title)

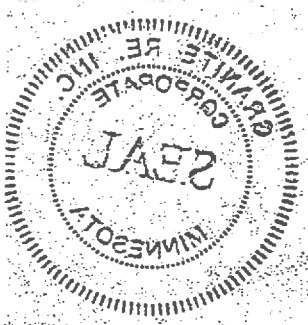
GRANITE RE, INC.
(Surety) *(Seal)*

(Title) Troy Staples, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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061119


GRANITE RE INC
CORPORATE
SEAL
MINNESOTA

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____ _____ to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of MN)
)
County of Sherburne)

On this 11 day of August, in the year 22, before me personally come(s) Tony Wruck, to me known, who, being duly sworn, deposes and says that he/she is the Owner of the Wruck Excavating Inc. _____ the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

PAMELA A. CARDINAL
NOTARY PUBLIC-MINNESOTA
My Comm. Exp. Jan. 31, 2025

Pamela A Cardinal
Notary Public

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
)
County of Dakota)

On this 11th day of August, in the year 2022, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of GRANITE RE, INC. with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of GRANITE RE, INC. company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.

ANDREA MARIE CONNOLLY-DEES
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2025

_____
Notary Public

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

WANDA FRANZ; TOM LAHL; TOM KEMP: LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

WANDA FRANZ; TOM LAHL; TOM KEMP: LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

SEAL

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
Commission #: 11003620

Notary Public

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 11th day of August, 2022.

SEAL

Kyle P. McDonald, Assistant Secretary

GR0800-1

GRANITE RE, INC.
CORPORATE
SEAL
MINNESOTA

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
12000 2nd St. SE
Becker, MN 55308

BID FROM: B&D ASSOCIATES, LLC

1410 SYLVAN STREET

ST. PAUL, MN 55117

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 02 - CONCRETE & MASONRY
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ ONE MILLION FOUR HUNDRED AND FOUR THOUSAND | $ 1,404,000

2. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$_____ | $

3. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$_____ | $

4. COMBINED WORK SCOPE BID
   a. The Bidder agrees to perform all work in the following Work Scopes:

_____

for the Combined Base Bid Sum of:

$_____ $

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

$_____ $

ALTERNATES:

Alternate No. 1: Controls

1. Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.
   a. Controls by Alerton

   $_____ $

   b. Controls by Automated Logic

   $_____ $

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/25/22 Addenda No. 3 Dated 8/5/22

Addenda No. 2 Dated 8/1/22 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 1410 SYLVAN STREET

City: ST. PAUL State: MN Zip: 55117

Phone Number: 651-489-8001 Fax Number: _____

Name (typed or printed): TIM SELKEN

Signature: _____

Title: VICE PRESIDENT/OWNER

Date: 8/11/22

END OF SECTION 00 41 13

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
B&D ASSOCIATES, LLC
1410 Sylvan Street - Suite 200
St. Paul, MN 55117

SURETY:
(Name, legal status and principal place of business)
OLD REPUBLIC SURETY COMPANY
445 South Moorland Road
Brookfield, WI 53005

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
BECKER PUBLIC SCHOOLS, ISD 726

12000 Hancock Street, Becker, MN 55308

BOND AMOUNT: Five Percent of Amount bid
(5% of Amount Bid)

PROJECT:
(Name, location or address, and Project number, if any)
Becker Public Schools Primary/EEC Additions and Remodeling - 2A Concrete and Masonry

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 11th day of August, 2022

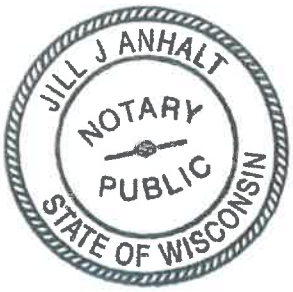
(Witness)	B&D ASSOCIATES, LLC *(Principal)* *(Seal)* *(Title)*
Debbie Monroe *(Witness)*	OLD REPUBLIC SURETY COMPANY *(Surety)* *(Seal)* *(Title)* Trudy A. Szalewski, Attorney in Fact

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STATE OF WISCONSIN)
) SS:
COUNTY OF MILWAUKEE)

On this 11th day of August, 2022 before me, a Notary Public within and for said County and State, personally appeared Trudy A. Szalewski known to me to be the Attorney-in-Fact of Old Republic Surety Company the corporation described in and which executed the within the foregoing instrument and known to me to be the person who executed the said instrument on behalf of said corporation and she duly acknowledged to me that such corporation executed the same.

Jill J. Anhalt
Notary Public: Milwaukee County, Wisconsin
Commission Expires: 3-31-2023



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Trudy A. Szalewski, Brian Lester Krause of Milwaukee, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds),*** as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 14th day of April, 2020.

Karen J Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 14th day of April, 2020, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

24 5077

Signed and sealed at the City of Brookfield, WI this 11th day of August, 2022.

Karen J Haffner
Assistant Secretary

ORSC 22262 (3-06)

AON Risk Services Central Inc

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
12000 2nd St. SE
Becker, MN 55308

BID FROM: Ebert Inc dba Ebert Construction

23350 County Rd 10

Corcoran, MN 55357

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** #02 - Concrete & Masonry
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ One million three hundred sixty two thousand — $ 1,362,000

2. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$_____ — $

3. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$_____ — $

4. **COMBINED WORK SCOPE BID**
   a. **The Bidder agrees to perform all work in the following Work Scopes:**

_____

for the Combined Base Bid Sum of:

$_____ $

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

$ NA $ NA

ALTERNATES:

Alternate No. 1: Controls

1. **Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.**
   a. **Controls by Alerton**

$ NA $ NA

   b. **Controls by Automated Logic**

$ NA $ NA

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/25/22 Addenda No. 3 Dated 8/5/22

Addenda No. 2 Dated 8/1/22 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 23350 County Rd 10

City: Corcoran State: MN Zip: 55357

Phone Number: 763-498-7844 Fax Number: 763-498-9951

Name (typed or printed): Markus R Ebert

Signature:

Title: Vice President / Secretary

Date: August 11, 2022

CANDACE LEE GREEN
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2027

END OF SECTION 00 41 13

MERCHANTS BONDING COMPANY™
MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Ebert, Inc. dba Ebert Construction
23350 County Road 10
Corcoran, MN 55357

SURETY:
(Name, legal status and principal place of business)
Merchants Bonding Company (Mutual)
A Corporation
6700 Westown Parkway, West Des Moines, IA 50266

OWNER:
(Name, legal status and address)

Becker Public Schools ISD #726
12000 Hancock Street
Becker, MN 55308

BOND AMOUNT: Five Percent (5%) of the Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Primary/EEC Addition & Remodeling - Becker, MN

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **5th** day of **August** **2022**

(Witness)

Ebert, Inc. dba Ebert Construction
(Principal) *(Seal)*
Markus Ross Ebert **Vice President & Secretary**
(Title)

(Witness)

Merchants Bonding Company (Mutual)
(Surety) *(Seal)*
(Title) **Karla Deutsch Hunt** **Attorney-In-Fact**

Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A310-Bid Bond-2010

ACKNOWLEDGMENT OF INDIVIDUAL

State of _____)
) ss.
County of _____)

ACKNOWLEDGMENT OF PRINCIPAL

On this _____ day of _____, ____, before me personally appeared _____, known to me to be the individual whose name is subscribed on this bond form, who acknowledged that this bond was executed for the purposes therein contained.

Notary Seal

_____
Notary Public

ACKNOWLEDGMENT OF PARTNERSHIP

State of _____)
) ss.
County of _____)

ACKNOWLEDGMENT OF PRINCIPAL

On this _____ day of _____, ____, before me personally appeared _____, known to me to be a partner in the partnership whose name is subscribed on this bond form, who acknowledged to me that the bond was executed on behalf of the partnership for the purposes therein contained.

Notary Seal

_____
Notary Public

ACKNOWLEDGMENT OF CORPORATION

State of Minnesota)
) ss.
County of Hennepin)

ACKNOWLEDGMENT OF PRINCIPAL

On this 5th day of August 2022 before me personally appeared **Markus Ross Ebert**, who acknowledged that he or she is the **Vice President** of a corporation whose name is subscribed on this bond form, and that, as a corporate officer, he or she is authorized to execute the bond for the purposes therein contained.

Notary Seal

CANDACE LEE GREEN
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2027

Candace Green
Notary Public

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
) ss.
County of Hennepin)

ACKNOWLEDGMENT OF SURETY

On this **5th** day of **August** **2022** before me personally appeared **Karla Deutsch Hunt**, who acknowledged that he or she is the attorney in fact who is authorized on behalf of **Merchants Bonding Company**, corporation, on the behalf of the corporation.

Notary Seal

DIANE M. CHAMBERS
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2026

Diane M. Chambers
Notary Public

MERCHANTS
BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Aileen Geving; Christine Scott; Christopher James; Dee Ann Briegel; Gregg K Boomgard; James Erickson; Janet L Roth; Jerod Blakestad; John C Klein; Karen J Hawkinson; Karla Deutsch Hunt; Kerri Hatton-Rudnik; Kim Neary; Kristin B Schiferl; Kristin M Bakos; Larry Sumbs; Michael Zahn; Rita Carlson; Stephen M Klein; Susan A Rieschl; Thomas Towner; Tracy Chehoski; Wendy M Schmid

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 28th day of March , 2022 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 28th day of March 2022 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this **5th** day of **August** , **2022** .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/20)

DEPARTMENT OF HUMAN RIGHTS

WORKFORCE
CERTIFICATE OF COMPLIANCE

The Commissioner of the Minnesota Department of Human Rights by the signature below attests that **EBERT CONSTRUCTION, INC.** is hereby certified as a contractor under the Minnesota Human Rights Act, § 363A.

Certificate start date: **3/23/2022**

Certificate expiration date: **3/22/2026**

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:



Rebecca Lucero, Commissioner

DEPARTMENT OF HUMAN RIGHTS

EQUAL PAY
CERTIFICATE OF COMPLIANCE

The Commissioner of the Minnesota Department of Human Rights by the signature below attests that **EBERT CONSTRUCTION, INC.** is hereby certified as a contractor under the Minnesota Human Rights Act, § 363A.44.

Certificate start date: **July 26, 2022**

Certificate expiration date: **July 25, 2026**

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:

Rebecca Lucero, Commissioner

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
12000 2nd St. SE
Becker, MN 55308

BID FROM: W. Gohman Construction Co.

815 County Road 75 E., PO Box 250

St. Joseph, MN 56374

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 02 - Concrete & Masonry
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ One million three hundred thirty three thousand and no/100 | $ 1,333,000

2. **Work Scope** N/A
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ N/A | $ N/A

3. **Work Scope** N/A
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ N/A | $ N/A

4. **COMBINED WORK SCOPE BID**
   a. **The Bidder agrees to perform all work in the following Work Scopes:**

N/A

for the Combined Base Bid Sum of:

$ N/A $ N/A

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

$ N/A $ N/A

ALTERNATES:

Alternate No. 1: Controls

1. **Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.**
   a. **Controls by Alerton**

$ N/A $ N/A

   b. **Controls by Automated Logic**

$ N/A $ N/A

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/25/2022 Addenda No. 3 Dated 8/5/2022

Addenda No. 2 Dated 8/1/2022 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 815 County Road 75 E., PO Box 250

City: St. Joseph State: MN Zip: 56374

Phone Number: 320-363-7781 Fax Number: 320-363-7207

Name (typed or printed): Michael Gohman

Signature:

Title: President

Date: 8/11/2022

END OF SECTION 00 41 13

OHIO FARMERS INSURANCE COMPANY

Westfield Group®1 Park Circle, P O Box 5001, Westfield Center, Ohio 44251-5001

Conforms to Document A310™ - 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
W .Gohman Construction Co.
815 E County Road 75
Saint Joseph, MN 56374

SURETY:
(Name, legal status and principal place of business)
OHIO FARMERS INSURANCE COMPANY
1 Park Circle, PO Box 5001
Westfield Center, OH 44251-5001

OWNER:
(Name, legal status and address)
Becker Public Schools
12000 Hancock Street
Becker, MN 55308

BOND AMOUNT: Five Percent of Bid Amount----------(5%)----------

PROJECT:
(Name, location or address, and Project number, if any)
Becker Public Schools Primary/EEC Additions & Remodeling
Work Scope 02 – Concrete and Masonry
Becker, MN

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 2nd day of August, 2022.

(Witness)

(Witness)

W .Gohman Construction Co.
(Principal) (Seal)

By: (Title)

OHIO FARMERS INSURANCE COMPANY
(Surety) (Seal)

By: Kathryn Brophy, Attorney-In-Fact (Title)

Printed with permission from The American Institute of Architects (AIA) and the Surety & Fidelity Association of America (SFAA) by Westfield Group®. Westfield Group vouches that the language in the document conforms exactly to the language used in AIA Document A310™ 2010.

CORPORATE ACKNOWLEDGEMENT

STATE OF MINNESOTA

COUNTY OF Stearns

On the 11th day of August, 2022, before me, personally appeared Michael Gohman, to me known, who being by me duly sworn, did depose and say that (s)he resides in St Cloud, that (s)he is the _____ President of W Gohman Construction Co. the corporation described in and which executed the foregoing instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that (s)he signed his/her name thereto by like order.

MAXINE M WOODS
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2025

Maxine M Woods
(Notary Signature)

ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF MINNESOTA

COUNTY OF STEARNS

On the 2nd day of August, 2022, before me, appeared Kathryn Brophy, to me personally known, who being by me duly sworn, did say that (s)he is the aforesaid officer or attorney in fact of the Ohio Farmers Insurance Company, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the afoesaid officer acknowledged said instrument to be the free act and deed of said corporation.

(Notarial Seal)

Anna M Plumski
(Notary Signature)

ANNA M. PLUMSKI
Notary Public-Minnesota
My Commission Expires Jan 31, 2027

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 11/30/20, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney

CERTIFIED COPY

POWER NO. 2260812 09

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
ANITA M. FICKER, CHRISTINA GRESSER, MARK A. GRESSER, CAROL WEBER, JERI FREDERICK, BRIAN NOHAVA, KATHRYN BROPHY, JOINTLY OR SEVERALLY

of WAITE PARK and State of MN its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship- - - -

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
12000 2nd St. SE
Becker, MN 55308

BID FROM: DAKA CORPORATION
955 INDUSTRIAL ST. NE
PINE CITY, MN. 55063

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 03 STRUCTURAL STEEL SUPPLY
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ FOUR HUNDRED TWENTY FOUR THOUSAND EIGHT HUNDRED TEN AND NO/XX SALES TAX INCL. | $ 424,810.NO XX

2. **Work Scope** N/A
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ N/A | $ N/A

3. **Work Scope** N/A
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ N/A | $ N/A

4. **COMBINED WORK SCOPE BID**
   a. **The Bidder agrees to perform all work in the following Work Scopes:**

N/A

for the Combined Base Bid Sum of:

$ N/A $ N/A

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

$ N/A $ N/A

ALTERNATES:

Alternate No. 1: Controls

1. **Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.**
   a. **Controls by Alerton**

$ N/A $ N/A

   b. **Controls by Automated Logic**

$ N/A $ N/A

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No #1 Dated 7/25/2022 Addenda No. #3 Dated 8/5/2022

Addenda No. #2 Dated 8/1/2022 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 955 INDUSTRIAL ST. NE

City: PINE CITY State: MN Zip: 55063

Phone Number: 320-629-6737 Fax Number: 320-629-3677

Name (typed or printed): KEVIN ANDERSON

Signature: Kev And

Title: PRESIDENT

Date: 8-11-22

END OF SECTION 00 41 13

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Daka Corporation

955 Industrial Street N.E.
Pine City, MN 55063

OWNER:
(Name, legal status and address)
Becker Public Schools - ISD #726

12000 Hancock Street
Becker, MN 55308

BOND AMOUNT:
Five Percent (5%) of Total Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
Becker Public Schools Primary/EEC Additions & Remodeling, WS 03: Structural Steel Supply

SURETY:
(Name, legal status and principal place of business)
Western Surety Company
151 N Franklin Street
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **11th** day of **August, 2022.**

Patricia J Kaypert
(Witness)

Daka Corporation
(Principal) *(Seal)*

(Title) **Kevin D. Anderson, President**

Melinda Blodgett
(Witness)

Western Surety Company
(Surety) *(Seal)*

(Title) **Nathan Weaver, Attorney-in-Fact**

By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond.

CORPORATE ACKNOWLEDGMENT

State of **Minnesota**)
) ss
County of Pine)

On this **11th** day of **August** **2022**, before me appeared **Kevin D. Anderson**, to me personally known, who, being by me duly sworn, did say that he/she is the **President** of **Daka Corporation**, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and that said **Kevin D. Anderson** acknowledged said instrument to be the free act and deed of said corporation.

PATRICIA J. ANDERSON KEYPORT
NOTARY PUBLIC-MINNESOTA
My Comm. Exp. Jan. 31, 2024

Patricia J Keyport

Notary Public Pine County, Minnesota
My commission expires 1-31-2024

SURETY ACKNOWLEDGMENT

State of **Minnesota**)
) ss
County of **Hennepin**)

On this **11th** day of **August** **2022**, before me appeared **Nathan Weaver**, to me personally know, who being by me duly sworn, did say that (s)he is the Attorney-in-Fact of **Western Surety Company**, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was executed in behalf of said corporation by authority of its Board of Directors; and that said **Nathan Weaver** acknowledged said instrument to be the free act and deed of said corporation.

MELINDA C. BLODGETT
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2023

Melinda C Blodgett

Notary Public Washington County, Minnesota
My commission expires 1/31/2023

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

R. W. Frank, Nicole Stillings, Rachel Thomas, Joshua R. Loftis, Ted Jorgensen, Sandra M. Engstrum, Melinda C. Blodgett, R. C. Bowman, Brian J. Oestreich, Lin Ulven, Emily White, Nathan Weaver, C. White, Individually

of Minneapolis, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of December, 2021.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 21st day of December, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this **11th** day of **August** . **2022**

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
12000 2nd St. SE
Becker, MN 55308

BID FROM: Ben's Structural Fabrication, Inc.

475 Progress Road

Waite Park, MN 56387

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 03 Structural Steel Supply
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ Four hundred fifty seven thousand two hundred and 00/100 | $ 457,200.00

2. **Work Scope** N/A
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ N/A | $ N/A

3. **Work Scope** N/A
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ N/A | $ N/A

4. **COMBINED WORK SCOPE BID**
   a. **The Bidder agrees to perform all work in the following Work Scopes:**

N/A

for the Combined Base Bid Sum of:

$ N/A $ N/A

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

$ N/A $ N/A

ALTERNATES:

Alternate No. 1: Controls

1. **Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.**
   a. **Controls by Alerton**

$ N/A $ N/A

   b. **Controls by Automated Logic**

$ N/A $ N/A

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/25/22 Addenda No. 2 Dated 8/1/22

Addenda No. 3 Dated 8/5/22 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 475 Progress Road

City: Waite Park State: MN Zip: 56387

Phone Number: 320-251-8563 Fax Number: 320-251-8423

Name (typed or printed): Craig Miller

Signature: Craig Miller

Title: Vice President

Date: 8/11/22

END OF SECTION 00 41 13

CNA SURETY

Bid Bond

Bond No. WB005254

CONTRACTOR:
(Name, legal status and address)
Ben's Structural Fabrication, Inc.
475 Progress Road

Waite Park, MN 56387

SURETY: Western Surety Company: South Dakota Corporation
(Name, legal status and principal place of business)
151 N. Franklin Street
17th Floor
Chicago, IL 60606

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
ISD#726-Becker Public Schools
12000 Hancock Street

Becker, MN 55308-9561

BOND AMOUNT: Five Percent of the Bid Amount (5% of Bid Amount)

PROJECT:
(Name, location or address, and Project number, if any)
Becker Middle School/High School Additions & Remodeling

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 9th day of August, 2022.

(Witness)

(Witness)

Ben's Structural Fabrication, Inc.
(Principal) *(Seal)*

(Title) VICE PRESIDENT

Western Surety Company
(Surety) *(Seal)*

(Title) Troy Staples, Attorney-in-fact

Printed in cooperation with the American Institute of Architects (AIA).
The language in this document conforms to the language used in AIA Document A310 - Bid Bond - 2010 Edition.

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____ _____ to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of Minnesota)
)
County of Benton)

On this 9th day of August, in the year 2022, before me personally come(s) Craig Milled, to me known, who, being duly sworn, deposes and says that he/she is the Vice President of the Ben's Structural Fabrication the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Bridget J. Rajkowski
NOTARY PUBLIC
State of Minnesota
My Commission Expires 1-31-2025

Bridget Rajkowski
Notary Public

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
)
County of Dakota)

On this 9th day of August, in the year 2022, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of Western Surety Company with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Western Surety Company company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.

TONI L. FERRILL
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2027

Toni Ferrill
Notary Public

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas Kemp, Thomas M Lahl, Zachary Pate, Troy Staples, Jennifer Boyles, Nicholas Hochban, Individually

of West Saint Paul, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 7th day of July, 2021.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 7th day of July, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this **9th** day of **August**, **2022**.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
12000 2nd St. SE
Becker, MN 55308

BID FROM: Innovative Erectors Inc.
221 30th Ave West
Alexandria, MN 56308

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 4-Structural Steel & Metal Fab.-Install
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ One Hundred Sixty Nine Thousand Five Hundred and 00/100 | $ 169,500.00

2. **Work Scope** N/A
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ — | $ —

3. **Work Scope** N/A
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ — | $ —

4. **COMBINED WORK SCOPE BID**
   a. **The Bidder agrees to perform all work in the following Work Scopes:**

N/A

for the Combined Base Bid Sum of:

$ — | $ —

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

$ N/A | $ —

ALTERNATES:

Alternate No. 1: Controls

1. **Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.**
   a. **Controls by Alerton**

$ N/A | $ —

   b. **Controls by Automated Logic**

$ N/A | $ —

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/25/2022 Addenda No. 3 Dated 8/5/2022

Addenda No. 2 Dated 8/1/2022 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 221 30th Ave. West

City: Alexandria State: MN Zip: 56308

Phone Number: 320 760 8900 Fax Number: 320 760 8905

Name (typed or printed): Scott Kluver

Signature:

Title: President

Date: 8/11/22

END OF SECTION 00 41 13

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
INNOVATIVE ERECTORS, INC.
221 30TH AVENUE WEST
P.O. BOX 758
ALEXANDRIA, MN 56308

SURETY:
(Name, legal status and principal place of business)
WESTFIELD INSURANCE COMPANY
P.O. BOX 5001
WESTFIELD CENTER, OH 44251-5001

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
INDEPENDENT SCHOOL DISTRICT #726
BECKER PUBLIC SCHOOLS
12000 HANCOCK STREET
BECKER, MN 55308
BOND AMOUNT: **Five Percent of the Amount of the Attached Bid—— (5%)**

PROJECT:
(Name, location or address, and Project number, if any)
BECKER PUBLIC SCHOOLS - PRIMARY/EEC - ADDITIONS AND REMODELING

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **11th** day of **August, 2022**

(Witness)

(Witness)

INNOVATIVE ERECTORS, INC.
(Principal) *(Seal)*
(Title) Scott Klun, President

WESTFIELD INSURANCE COMPANY
(Surety) *(Seal)*
(Title) **Sean McBride, Attorney-in-Fact**

CAUTION You should sign an original AIA Contract Document, on which this text appears in RED An original assures that changes will not be obscured

Init.

AIA Document A310TM 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING This AIA® Document is protected by U S Copyright Law and International Treaties Unauthorized reproduction or distribution of this AIA® Document, or any portion of it may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents; e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Hennepin)

On this 11th of August 20 22, before me personally

appeared Sean McBride to me known, who, being by me duly

sworn, did depose and say: that s/he resides at Blaine, Minnesota, that s/he

is the Attorney-in-Fact of Westfield Insurance Company, the corporation described in and which executed the annexed instrument; that s/he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that s/he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed it assets as ascertained in the manner provided by law.

Sandra A. Beckman

Notary Public
SANDRA A BECKMAN
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2024

ACKNOWLEDGMENT OF CORPORATION

State of Minnesota)
County of)

On this 11th day of August, 20 22, before me personally appeared

Scott Kluver, to me known, who being by me first duly sworn, did depose

and say that s/he resides in Alexandria, MN, that s/he is the President of Innovative Erectors, Inc., the corporation described in and which executed the foregoing instrument; that s/he knows the corporate seal of said corporation, that the corporate seal affixed to said instrument is such corporate seal, that it was so affixed by order and authority of the Board of directors of said corporation, and that s/he signed his/her name thereto by like order and authority.

Notary Public

RANDY ALLEN ROERS
Notary Public, State of Minnesota
My Commission Expires
January 31, 2025

RANDY ALLEN ROERS
Notary Public, State of Minnesota
My Commission Expires
January 31, 2025

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 11/12/20, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney

CERTIFIED COPY

POWER NO. 2261112 11

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

MARY JO DINGWALL, CARL M. GODZIEK, SEAN MCBRIDE, YARALITZA RIVAS, MICHAEL J. JACOBS, JOINTLY OR SEVERALLY

of MINNETONKA and State of MNits true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship- - - -

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
12000 2nd St. SE
Becker, MN 55308

BID FROM: Spartan Steel Erectors, Inc.
4300 Main Street
St. Bonifacius, MN 55375

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** #04 - Structural Steel Installation
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$One Hundred Sixty Eight Thousand one Hundred Dollars | $168,100.00

2. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$_____ | $

3. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$_____ | $

4. **COMBINED WORK SCOPE BID**
   a. **The Bidder agrees to perform all work in the following Work Scopes:**

_____

for the Combined Base Bid Sum of:

$_____ $

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

$ N/A $

ALTERNATES:

Alternate No. 1: Controls

1. **Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.**
   a. **Controls by Alerton**

$ N/A $

   b. **Controls by Automated Logic**

$ N/A $

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/25/22 Addenda No. 2 Dated 8/1/22

Addenda No. 3 Dated 8/5/22 Addenda No. ____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 4300 Main Street

City: St. Bonifacius State: MN Zip: 55375

Phone Number: 612-500-2044 Fax Number: 612-545-4991

Name (typed or printed): Jon Jochims

Signature:

Title: President

Date: 8/11/22

END OF SECTION 00 41 13

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Spartan Steel Erectors, Inc.

4300 Main Street
Saint Bonifacius, MN 55375

SURETY:
(Name, legal status and principal place of business)
Merchants National Bonding, Inc.
6700 Westown Parkway
West Des Moines, IA 50266

OWNER:
(Name, legal status and address)
ISD #726 Becker Public Schools
12000 Hancock Street
Becker, MN 55308

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: $ Five Percent of Total Amount Bid (5%)

PROJECT:
(Name, location or address, and Project number, if any)
Becker High School/Middle School Addition, Becker, Minnesota

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 1st day of August 2022

(Witness)

Spartan Steel Erectors, Inc
(Principal) *(Seal)*

(Title) President

(Witness)

Merchants National Bonding, Inc.
(Surety) *(Seal)*

(Title) Rocklyn C. Bullis, Attorney-in-Fact

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF _____)
ss
COUNTY OF _____)

On the _____ day of _____, 20_____, before m
personally appeared _____ to me known, who, being by me duly sworn, did depos
and said that he/she resides in _____ that he/she is a member, manager, o
officer of the limited liability company of _____ and tha
he/she is duly authorized to execute the foregoing agreement in the name of and for the limited liability company.

Notary Public, _____
County, _____
(Notarial Seal) My commission expires _____

CORPORATE ACKNOWLEDGEMENT

STATE OF MN)
ss
COUNTY OF HENNEPIN)

On the 11 day of AUGUST, 20 22, before me
personally appeared JON JOCHIMS
to me known, who being by me duly sworn, did depose and say: that he resides in HENNEPIN COUNTY
that he is the President of the
Spartan Steel Erectors, Inc.
the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he signed his name thereto by like order.

Megan Kristine Jochims
Notary Public
Minnesota
My Commission Expires January 31, 2027
(Notarial Seal)

Notary Public, Miller
County, HENNEPIN
My commission expires 1-31-2027

ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF Minnesota)
ss
COUNTY OF Dakota)

On the 1st day of August, 2022, before me
appeared Rocklyn C Bullis
to be personally known, who is being by me duly sworn, did say that he is the aforesaid officer or attorney in fact of the Merchants National Bonding, Inc., a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its board of directors, and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

MARY JO ANNE DINGWALL
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2025
(Notarial Seal)

Notary Public, Mary Jo Anne Dingwall
Mary Jo Anne Dingwall
County, Carver
My commission expires 01/31/2025

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Dennis G Diessner, Amy M Burns, Mark N Kampf, Thomas M Reuder, Rocklyn C Bullis, Jeffrey J Larson, Lisa Flick, Jonathon Diessner, Yaralitza Rivas, Rebecca Thornburg, Individually

of Burnsville, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of October, 2021.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 27th day of October, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 1st day of August, 2022

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
12000 2nd St. SE
Becker, MN 55308

BID FROM: A.M.E. Construction Corp

PO Box 388

Wayzata, MN 55391

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 04 - Structural Steel & Metal Fabrication - Install
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ One hundred sisty eight thousand four hundred | $ 168,400.00

2. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$_____ | $

3. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$_____ | $

4. **COMBINED WORK SCOPE BID**
   a. **The Bidder agrees to perform all work in the following Work Scopes:**

_____

for the Combined Base Bid Sum of:

$_____ $

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

$_____ $

ALTERNATES:

Alternate No. 1: Controls

1. **Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.**
   a. **Controls by Alerton**

   $_____ $

   b. **Controls by Automated Logic**

   $_____ $

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/25/22 Addenda No. 2 Dated 8/1/22

Addenda No. 3 Dated 8/5/22 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

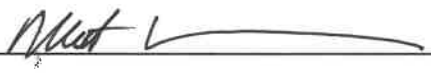
Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 2685 Rainey Road

City: Wayzata State: MN Zip: 55391

Phone Number: 952 449 8866 Fax Number: 952 449 4811

Name (typed or printed): R Scott Vickerman

Signature: 

Title: President

Date: 8/11/2022

END OF SECTION 00 41 13

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Bid Bond

CONTRACTOR:
(Name, legal status and address)
A.M.E. Construction Corporation

P.O. Box 388
Wayzata, MN 55391

SURETY:
(Name, legal status and principal place of business)
Merchants Bonding Company (Mutual)
6700 Westown Parkway
West Des Moines, IA 50266

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
Becker Public Schools ISD 726
12000 Hancock Street
Becker, MN 55308

BOND AMOUNT: ***FIVE PERCENT OF AMOUNT BID***

PROJECT:
(Name, location or address, and Project number, if any)
Becker Primary / EEC Additions & Remodel

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **11th** day of **August** **2022**

(Witness)	**A.M.E. Construction Corporation**
	(Principal) *(Seal)*
	(Title) PRESIDENT
(Witness)	**Merchants Bonding Company (Mutual)**
	(Surety) *(Seal)*
	(Title) **Thomas O. Chambers, Attorney-in-Fact**

Init.
/

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MERCHANTS
BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Eric Olson; Kimberly Rasch; Thomas O Chambers; Todd Schaap

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February , 2020 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 11th day of February 2020 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this **11th** day of **August** , **2022** .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/20)

STATE OF WISCONSIN)

COUNTY OF **Racine**)

ON THIS **11th** day of **August**, **2022**, before me, a notary public, within and for said County and State, personally appeared **Thomas O. Chambers** to me personally known, who being duly sworn, upon oath did say that he is the Attorney-in-Fact of and for the **Merchants Bonding Company (Mutual)**, a corporation of **Iowa**, created, organized and existing under and by virtue of the laws of the State of **Iowa**; that the corporate seal affixed to the foregoing within instrument is the seal of the said Company; that the seal was affixed and the said instrument was executed by authority of its Board of Directors; and the said **Thomas O. Chambers** did acknowledge that he/she executed the said instrument as the free act and deed of said Company.

Jackie Sheldon

Jackie Sheldon
Notary Public, **Racine** County, Wisconsin
My Commission Expires **2/13/2023**

NOTARY PUBLIC JACKIE SHELDON STATE OF WISCONSIN

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
12000 2nd St. SE
Becker, MN 55308

BID FROM: McDowall Company

1431 Prosper Drive

Waite Park MN 56387

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 5A-Roofing and Metal Panel
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ FIVE HUNDRED SEVENTY SEVEN THOUSAND SEVEN HUNDRED DOLLARS | $ 577,700.00

2. **Work Scope** N/A
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ N/A | $ N/A

3. **Work Scope** N/A
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ N/A | $ N/A

4. **COMBINED WORK SCOPE BID**
   a. **The Bidder agrees to perform all work in the following Work Scopes:**

N/A

for the Combined Base Bid Sum of:

$ N/A | $ N/A

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

$ N/A | $ N/A

ALTERNATES:

Alternate No. 1: Controls

1. **Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.**
   a. **Controls by Alerton**

$ N/A | $ N/A

   b. **Controls by Automated Logic**

$ N/A | $ N/A

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/25/22 Addenda No. 3 Dated 8/5/22

Addenda No. 2 Dated 8/1/22 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 1431 Prosper Drive

City: Waite Park State: MN Zip: 56387

Phone Number: 320-251-8640 Fax Number: 320-251-9317

Name (typed or printed): Jay Mumm

Signature:

Title: Vice President

Date: August 11, 2022

END OF SECTION 00 41 13

RESPONSIBLE CONTRACTOR CERTIFICATE

Applies to all prime contracts in excess of $50,000.00

A responsible contractor is defined in Minnesota Statutes §16C.285, subdivision 3.

Any prime contractor or subcontractor who does not meet the minimum criteria under Minnesota Statute §16C.285, subdivision 3, or who fails to verify that it meets those criteria, is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project.

A false statement under oath verifying compliance with any of the minimum criteria shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract for the project and may result in termination of a contract awarded to a prime contractor or subcontractor that makes a false statement.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause 7.

By signing this statement, I, Jay Mumm, (type or print name) McDowall Company certify that I am an owner or officer of the company (title) Vice President and do verify under oath that my company is in compliance with each of the minimum criteria listed in the law.

McDowall Company

(name of the person, partnership, or corporation submitting this proposal)

1431 Prosper Drive Waite Park MN 56387

(business address)

Signed: _____ Date: August 11, 2022

(bidder or authorized representative)

ATTACHMENT A

RESPONSIBLE CONTRACTOR AND CERTIFICATION OF COMPLIANCE

PROJECT TITLE:
Becker Public Schools Primary/EEC Additions & Remodeling

Minn. Stat. §16.285, Subd,. 7, **IMPLEMENTATION.** any prime contractor or subcontractor that does not meet the minimum criteria in subdivision 3 or fails to verify it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project.

Minn. Stat. §16.285, Subd. 3. **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.** "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

1. The Contractor:
    a. is in compliance with workers' compensation and unemployment insurance requirements;
    b. is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees;
    c. has a valid federal tax identification number or a valid Social Security number if an individual; and
    d. has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative.

2. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:
    a. repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of $25,000 or more within the three-year period;
    b. has been issued an order to comply by the commissioner of labor and industry that has become final;
    c. has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
    d. has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
    e. has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
    f. has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a

violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties.

3. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order.

4. The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office.

5. The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification.

6. The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and

7. All subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

Minn. Stat. 1§16.285, Subd. 5. **SUBCONTRACTOR VERIFICATION.** A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7),within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Minn.Stat. §16.285, Subd. 4. **VERIFICATION OF COMPLIANCE.** A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed

statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3 at the time that it responds to the solicitation document.

A contracting authority may accept a sworn statement as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. Failure to verify compliance with any one of the minimum criteria or a false statement under oath in a verification of compliance shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor

CERTIFICATION

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

1) **My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. §16.285,**
2) **I have included Attachment A-1 with my company's solicitation response, and**
3) **if my company is awarded a contract, I will also submit Attachment A-2 as required.**

Authorized Signature of Owner or Officer:	**Printed Name:** Jay Mumm
Title: Vice President	**Date:** August 11, 2022
Company Name: McDowall Company	

ATTACHMENT A-1

FIRST-TIER SUBCONTRACTOR LIST
(Submit with Prime Contractor Response)

PROJECT TITLE:
Becker Public Schools Primary/EEC Additions & Remodelir

Minn. Stat. §16.285, Subd. 5: A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.

First-Tier Subcontractor Names (Legal name of company as registered with the Secretary of State)	**Name of city where company home office is located**
N/A	

ATTACHMENT A-2

ADDITIONAL SUBCONTRACTOR LIST

(Prime Contractor to submit as subcontractors are added to the project)

PROJECT TITLE:

Becker Public Schools Primary/EEC Additions & Remode

This form must be submitted to the Project Manager or individual as identified in the solicitation document.

Minn. Stat. §16.285, Subd. 5: If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7),within 14 days of retaining the additional subcontractors.

Additional Subcontractor Names (Legal name of company as registered with the Secretary of State)	**Name of city where company home office is located**
N/A	

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-2

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

All additional subcontractors listed on Attachment A-2 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. §16.285.

Authorized Signature of Owner or Officer:	**Printed Name:** Jay Mumm
Title: Vice President	**Date:** August 11, 2022
Company Name: McDowall Company	

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
McDowall Company
PO Box 606
Waite Park, MN 56387

SURETY:
(Name, legal status and principal place of business)
Western Surety Company
151 N. Franklin St.
Chicago, IL 60606

OWNER:
(Name, legal status and address)
Becker Public Schools, ISD #726
12000 Hancock Street
Becker, MN 55308

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of Amount Bid (5%)

PROJECT:
(Name, location or address, and Project number, if any)
Becker Primary /EEC Additions & Remodeling; Bid Category: 5 - Roofing & Metal Panels

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 11th day of August, 2022

(Witness)	McDowall Company *(Principal)* *(Seal)*
	(Title) , Vice President
(Witness)	Western Surety Company *(Surety)* *(Seal)*
	(Title) Dena Grunhovd Attorney-in-fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.
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061110

CORPORATE ACKNOWLEDGMENT

STATE OF MN
COUNTY OF Benton

On the 11th day of August 2022. before me personally appeared, Jay Mumm to me, who being duly sworn, did depose and say: that s/he resides in Sartell, MN that s/he is the Vice President of the McDowall Company the corporation described in and which executed the foregoing instrument; that s/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that s/he signed her/his name thereto by like order.

(SEAL) NANCY D. PFEIFFER
NOTARY PUBLIC - MINNESOTA
My Comm. Exp. Jan. 31, 2025

Notary Public

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA
COUNTY OF Stearns

On the 11th day of August, 2022 before me personally appeared, Dena Grunhovd to me known, who being duly sworn, did say: that s/he resides in Minnesota that s/he is the aforesaid officer or attorney in fact of Western Surety Company a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument as signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

(SEAL)

Notary Public

BRENDA S. KLIMSTRA
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2025

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Litton E S Field Jr, Nicole M Coty, Jonathan N Vagle, Mark Alan Thune, Mutya Alvaran Enoksen, Gayle L Thorson, Jeffrey R Skaar, Individually, of Mendota Heights, MN
Kevin Paulson, Tom Corneil, Chad Christianson, De Ette J Wurm, Debra M Bledsoe, Brenda S Klimstra, Erin Pohlman, Deb Geislinger, Jacqueline Riley, Dana Kerfeld, Brittany Bauer, Laurie Litke, Amanda Plantenberg, Dena Grunhovd, Leslie Seehusen, Naomi Lermon, Individually, of Saint Cloud, MN

its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of August, 2022.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 2nd day of August, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT NOTARY PUBLIC SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of August 2022

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
12000 2nd St. SE
Becker, MN 55308

BID FROM: Commercial Drywall, Inc.

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 06 - Steel Stud and Drywall
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ Five hundred ninety five thousand six hundred and ninety eight | $595,698.00

2. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$_____ | $

3. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$_____ | $

4. **COMBINED WORK SCOPE BID**
   a. **The Bidder agrees to perform all work in the following Work Scopes:**

_____

for the Combined Base Bid Sum of:

$_____ $

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

$_____ $

ALTERNATES:

Alternate No. 1: Controls

1. **Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.**
   a. **Controls by Alerton**

   $ No Change $

   b. **Controls by Automated Logic**

   $ No Change $

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/25/2022 Addenda No. 2 Dated 8/1/2022

Addenda No. 3 Dated 8/5/2022 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 1550 91st ave NE Suite 304

City: Blaine State: MN Zip: 55449

Phone Number: 952-451-9638 Fax Number: _____

Name (typed or printed): Christian Goldman

Signature: _____

Title: Estimator

Date: 8/11/2022

END OF SECTION 00 41 13

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Commercial Drywall, Inc.

1550 91st Avenue, Suite 304
Blaine, MN 55449

SURETY:
(Name, legal status and principal place of business)
Old Republic Surety Company
445 S. Moorland Road, Suite 200
Brookfield, WI 53005

OWNER:
(Name, legal status and address)
Becker Public Schools
12000 Hancock Street
Becker, MN 55308

BOND AMOUNT: ***FIVE PERCENT OF AMOUNT BID***

PROJECT:
(Name, location or address, and Project number, if any)
Becker Public Schools Primary/EEC Additions & Remodeling

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 11th day of August 2022

(Witness)

Commercial Drywall, Inc.
(Principal) (Seal)

VICE PRESIDENT
(Title)

(Witness)

Old Republic Surety Company
(Surety) (Seal)

(Title) Thomas O. Chambers, Attorney-in-Fact

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Init.

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OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

THOMAS O. CHAMBERS, TODD SCHAAP, ERIC A. OLSON OF FRANKSVILLE, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds),*** as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 8th day of JULY, 2019

OLD REPUBLIC SURETY COMPANY

Assistant Secretary

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 8th day of JULY, 2019, personally came before me, Alan Pavlic and Kevin Abitz, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

24 0011

Signed and sealed at the City of Brookfield, WI this 11th day of August, 2022.

Assistant Secretary

ORSC 22262 (3-06)

STATE OF WISCONSIN)

COUNTY OF **Racine**)

ON THIS **11th** day of **August**, **2022**, before me, a notary public, within and for said County and State, personally appeared **Thomas O. Chambers** to me personally known, who being duly sworn, upon oath did say that he is the Attorney-in-Fact of and for the **Old Republic Surety Company**, a corporation of **Wisconsin**, created, organized and existing under and by virtue of the laws of the State of **Wisconsin**; that the corporate seal affixed to the foregoing within instrument is the seal of the said Company; that the seal was affixed and the said instrument was executed by authority of its Board of Directors; and the said **Thomas O. Chambers** did acknowledge that he/she executed the said instrument as the free act and deed of said Company.

Jackie Sheldon

Jackie Sheldon
Notary Public, **Racine** County, Wisconsin
My Commission Expires **2/13/2023**

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
12000 2nd St. SE
Becker, MN 55308

BID FROM: Yamry Construction, Inc.
33117 County Road 2
Saint Joseph, MN 56374

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 7 General Construction
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ One million ten thousand dollars 00/100 | $ 1,010,000.00

2. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$_____ | $

3. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$_____ | $

4. **COMBINED WORK SCOPE BID**
   a. **The Bidder agrees to perform all work in the following Work Scopes:**

_____

for the Combined Base Bid Sum of:

$_____ $

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

$_____ $

ALTERNATES:

Alternate No. 1: Controls

1. **Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.**
   a. **Controls by Alerton**

   $_____ $

   b. **Controls by Automated Logic**

   $_____ $

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/25/22 Addenda No. 2 Dated 8/1/22

Addenda No. 3 Dated 8/5/22 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 33117 County Road 2

City: Saint Joseph State: MN Zip: 56374

Phone Number: 320 333-9530 Fax Number: _____

Name (typed or printed): Gerard Yamry

Signature: _____

Title: President

Date: 8/11/22

END OF SECTION 00 41 13

AIA® Document A310™ – 1970

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
(Here insert full name and address or legal title of Contractor)
Yamry Construction, Inc.
33117 County Rd 2
St. Joseph, MN 56374

as Principal, hereinafter called the Principal, and
(Here insert full name and address or legal title of Surety)
Nationwide Mutual Insurance Company
1100 Locust St.
Des Moines, IA 50391

a corporation duly organized under the laws of the State of **Ohio**
as Surety, hereinafter called the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)
ISD #726 – Becker Public Schools
12000 Hancock St
Becker, MN 55308

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent (5%) of the Amount of the Bid** Dollars ($ **5%**), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)

Becker Primary/ EEC Additions and Remodel
12050 Hancock Street SE, Becker, MN 55308

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **11th** day of **August, 2022**

(Witness)

Yamry Construction, Inc.
(Principal) (Seal)

(Title)

(Witness)

Nationwide Mutual Insurance Company
(Surety)

(Title) **Ramona Schaefer** *(Seal)*
Attorney-in-Fact

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INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF _____

ss

COUNTY OF _____

On the _____ day of _____, _____, before me personally appeared

_____ to me known to be the person(s) described in and who executed the foregoing instrument, as Principal(s), and acknowledged to me that __he__ executed the same as his/her/their free act and deed.

_____

(Notary Seal)

CORPORATE ACKNOWLEDGMENT

STATE OF Minnesota

ss

COUNTY OF Stearns

On the **11th** day of **August**, **2022**, before me personally appeared Gerard Yamry to me known, who being by me duly sworn, did say that he/she is the President of **Yamry Construction, Inc.**, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he/she signed his/her name thereto by like order

Brenda Fedor

BRENDA J. FEDOR
NOTARY PUBLIC-MINNESOTA
My Comm. Exp. Jan. 31, 2024

(Notary Seal)

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA

ss

COUNTY OF Stearns

On the **11th** day of **August**, **2022**, before me personally appeared **Ramona Schaefer** to me known, who being duly sworn, did say that he/she is the aforesaid officer or attorney-in-fact of the **Nationwide Mutual Insurance Company** a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

Pat Waye

(Notary Seal)

PAT WAYE
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2027

0000061691

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:
LAURA B FALCONER; NATHAN J LORTZ; RAMONA M SCHAEFER; SHAWN W FLAVIN; SHAWN M WENSEL; SUSAN G CARROLL; TYLER LEO GERADS;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

THREE MILLION AND NO/100 DOLLARS ($3,000,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss
On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 11th day of August, 2021

Laura B. Guy

Assistant Secretary

BDJ 1(08-21)00

This document is void if VOID appears in the BLUE line on the right, the Nationwide watermark is missing from the center of the page and/or the red consecutive number is missing from the upper right-hand corner. Contact us at 212-329-6900 if this document is void or if you have any questions.

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
12000 2nd St. SE
Becker, MN 55308

BID FROM: W. Gohman Construction Co.

815 County Road 75 E., PO Box 250

St. Joseph, MN 56374

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 07 - General Construction
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ one million one hundred twenty-four thousand and no/100 | $ 1,124,000

2. **Work Scope** N/A
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ N/A | $ N

3. **Work Scope** N/A
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ N/A | $ N/A

4. **COMBINED WORK SCOPE BID**
   a. **The Bidder agrees to perform all work in the following Work Scopes:**

N/A

for the Combined Base Bid Sum of:

$ N/A | $ N/A

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

$ N/A | $ N/A

ALTERNATES:

Alternate No. 1: Controls

1. **Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.**
   a. **Controls by Alerton**

$ N/A | $ N/A

   b. **Controls by Automated Logic**

$ N/A | $ N/A

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/25/2022 Addenda No. 3 Dated 8/5/2022

Addenda No. 2 Dated 8/1/2022 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 815 County Road 75 E., PO Box 250

City: St. Joseph State: MN Zip: 56374

Phone Number: 320-363-7781 Fax Number: 320-363-7207

Name (typed or printed): Michael Gohman

Signature:

Title: President

Date: 8/11/2022

END OF SECTION 00 41 13

OHIO FARMERS INSURANCE COMPANY

Westfield Group®1 Park Circle, P O Box 5001, Westfield Center, Ohio 44251-5001

Conforms to Document A310™ - 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
W .Gohman Construction Co.
815 E County Road 75
Saint Joseph, MN 56374

SURETY:
(Name, legal status and principal place of business)
OHIO FARMERS INSURANCE COMPANY
1 Park Circle, PO Box 5001
Westfield Center, OH 44251-5001

OWNER:
(Name, legal status and address)
Becker Public Schools
12000 Hancock Street
Becker, MN 55308

BOND AMOUNT: Five Percent of Bid Amount----------(5%)----------

PROJECT:
(Name, location or address, and Project number, if any)
Becker Public Schools Primary/EEC Additions & Remodeling
Work Scope 07 – General Construction
Becker, MN

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 2nd day of August, 2022.

(Witness)

(Witness)

W .Gohman Construction Co.
(Principal) *(Seal)*

By: _____
(Title)

OHIO FARMERS INSURANCE COMPANY
(Surety) *(Seal)*

By: _____
Kathryn Brophy, Attorney-In-Fact *(Title)*

Printed with permission from The American Institute of Architects (AIA) and the Surety & Fidelity Association of America (SFAA) by Westfield Group®. Westfield Group vouches that the language in the document conforms exactly to the language used in AIA Document A310™ 2010.

CORPORATE ACKNOWLEDGEMENT

STATE OF MINNESOTA

COUNTY OF Stearns

On the 11th day of August, 2022, before me, personally appeared Michael Gohman, to me known, who being by me duly sworn, did depose and say that (s)he resides in St. Cloud, that (s)he is the _____ President of W Gohman Construction Co. the corporation described in and which executed the foregoing instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that (s)he signed his/her name thereto by like order.

(Notarial Seal)

MAXINE M WOODS
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2025

Maxine M Woods
(Notary Signature)

ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF MINNESOTA

COUNTY OF STEARNS

On the 2nd day of August, 2022, before me, appeared Kathryn Brophy, to me personally known, who being by me duly sworn, did say that (s)he is the aforesaid officer or attorney in fact of the Ohio Farmers Insurance Company, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the afoesaid officer acknowledged said instrument to be the free act and deed of said corporation.

Anna M Plumski
(Notary Signature)

(Notarial Seal)

ANNA M. PLUMSKI
Notary Public-Minnesota
My Commission Expires Jan 31, 2027

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 11/30/20, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney

CERTIFIED COPY

POWER NO. 2260812 09

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

ANITA M. FICKER, CHRISTINA GRESSER, MARK A. GRESSER, CAROL WEBER, JERI FREDERICK, BRIAN NOHAVA, KATHRYN BROPHY, JOINTLY OR SEVERALLY

of WAITE PARK and State of MN its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship- - - -

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
12000 2nd St. SE
Becker, MN 55308

BID FROM: Century Construction Company
6588 141st Ave. NW
Ramsey, MN 55303

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 07 General Construction
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ Nine hundred sixty thousand dollars — $ 960,000.00

2. **Work Scope** N/A
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$_____ $

3. **Work Scope** N/A
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$_____ $

4. **COMBINED WORK SCOPE BID**
   a. **The Bidder agrees to perform all work in the following Work Scopes:**

N/A

for the Combined Base Bid Sum of:

$_____ $

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

$ N/A $

ALTERNATES:

Alternate No. 1: Controls

1. **Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.**
   a. **Controls by Alerton**

$ N/A $

   b. **Controls by Automated Logic**

$ N/A $

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/25/22 Addenda No. 3 Dated 8/5/22

Addenda No. 2 Dated 8/2/22 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 6588 141st Ave. NW

City: Ramsey State: MN Zip: 55303

Phone Number: 651-451-1020 Fax Number: 651-451-2745

Name (typed or printed): Mark Jaster

Signature: [signature]

Title: Vice President

Date: 8/4/22

END OF SECTION 00 41 13

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Senoma, Inc.dba Century Construction Company
6588 141st Ave NW
Ramsey, MN 55303-5726

SURETY:
(Name, legal status and principal place of business)
West Bend Mutual Insurance Company
1900 South 18th Avenue
West Bend, WI 53095

OWNER:
(Name, legal status and address)
ISD #726 Becker Public Schools
12000 Hancock Street
Becker, MN 55308

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: $ Five Percent of Total Amount Bid (5%)

PROJECT:
(Name, location or address, and Project number, if any)
Becker Public Schools Primary & EEC Additions and Renovations, Work Scope 07: General Construction, Becker, Minnesota

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 19th day of July 2022

(Witness)

Senoma, Inc dba Century Construction Company
(Principal) *(Seal)*

(Title)

(Witness)

West Bend Mutual Insurance Company
(Surety) *(Seal)*

(Title) Rocklyn C Bullis, Attorney-in-Fact

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF _____)
ss
COUNTY OF _____)

On the _____ day of _____, 20_____, before m
personally appeared _____ to me known, who, being by me duly sworn, did depos
and said that he/she resides in _____ that he/she is a member, manager, o
officer of the limited liability company of _____ and tha
he/she is duly authorized to execute the foregoing agreement in the name of and for the limited liability company.

Notary Public, _____
County, _____
(Notarial Seal) My commission expires _____

CORPORATE ACKNOWLEDGEMENT

STATE OF MN)
ss
COUNTY OF Stearns)

On the 4th day of August, 20 22, before me
personally appeared Mark Jaster
to me known, who being by me duly sworn, did depose and say: that he resides in Ramsey, MN
that he is the Vice President of the
Senoma, Inc.dba Century Construction Company
the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he signed his name thereto by like order.

Colby A Peterson
Notary Public
Minnesota
My Commission Expires January 31, 2023
(Notarial Seal)

Notary Public, Colby Peterson
County, Stearns
My commission expires 1/31/23

ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF Minnesota)
ss
COUNTY OF Dakota)

On the 19th day of July, 2022, before me
appeared Rocklyn C Bullis
to be personally known, who is being by me duly sworn, did say that he is the aforesaid officer or attorney in fact of the West Bend Mutual Insurance Company, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its board of directors, and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

YARALITZA RIVAS
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2024
(Notarial Seal)

Notary Public, Yaralitza Rivas
County, Hennepin
My commission expires 01/31/2024

WEST BEND
A MUTUAL INSURANCE COMPANY

THE SILVER LINING®

Bond No. _____

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Rocklyn C Bullis, Amy M Burns, Dennis G Diessner, Jonathon Diessner, Lisa Flick, Mark N Kampf, Jeffrey J Larson, Thomas M Reuder, Yaralitza Rivas, Rebecca Thornburg

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Ten Million Dollars ($10,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary

WEST BEND MUTUAL INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO. WIS.

Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 17th day of August, 2021, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

MATTHEW E. CARLTON NOTARY PUBLIC STATE OF WISCONSIN

Matthew E. Carlton
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 19th day of July, 2022.

WEST BEND MUTUAL INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO. WIS.

Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at West Bend Mutual Insurance Company.

1900 South 18th Avenue | West Bend, WI 53095 | Phone: (608) 410-3410 | Fax: (877) 674-2663 | www.thesilverlining.com

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
12000 2nd St. SE
Becker, MN 55308

BID FROM: Ebert Inc dba Ebert Construction

23350 County Rd 10

Corcoran, MN 55357

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** #07 - General Construction
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ One million seventy three thousand | $ 1,073,000

2. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$_____ | $

3. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$_____ | $

4. ~~COMBINED~~ WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

_____

for the Combined Base Bid Sum of:

$_____ $

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

$ NA $ NA

ALTERNATES:

Alternate No. 1: Controls

1. **Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.**
   a. **Controls by Alerton**

$ NA $ NA

   b. **Controls by Automated Logic**

$ NA $ NA

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/25/22 Addenda No. 3 Dated 8/5/22

Addenda No. 2 Dated 8/1/22 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 23350 County Rd 10

City: Corcoran State: MN Zip: 55357

Phone Number: 763-498-7844 Fax Number: 763-498-9951

Name (typed or printed): Markus R Ebert

Signature:

Title: Vice President / Secretary

Date: August 11, 2022

CANDACE LEE GREEN
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2027

END OF SECTION 00 41 13

MERCHANTS BONDING COMPANY™
MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Ebert, Inc. dba Ebert Construction
23350 County Road 10
Corcoran, MN 55357

SURETY:
(Name, legal status and principal place of business)
Merchants Bonding Company (Mutual)
A Corporation
6700 Westown Parkway, West Des Moines, IA 50266

OWNER:
(Name, legal status and address)

Becker Public Schools ISD #726
12000 Hancock Street
Becker, MN 55308

BOND AMOUNT: Five Percent (5%) of the Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Primary/EEC Addition & Remodeling - Becker, MN

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **5th** day of **August** **2022**

Ebert, Inc. dba Ebert Construction

(Witness)

(Principal) *(Seal)*
Markus Ross Ebert **Vice President & Secretary**
(Title)

(Witness)

Merchants Bonding Company (Mutual)
(Surety) *(Seal)*
(Title) **Karla Deutsch Hunt** **Attorney-In-Fact**

Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A310-Bid Bond-2010

ACKNOWLEDGMENT OF INDIVIDUAL

State of _____)
) ss.
County of _____)

ACKNOWLEDGMENT OF PRINCIPAL

On this _____ day of _____, ____, before me personally appeared _____, known to me to be the individual whose name is subscribed on this bond form, who acknowledged that this bond was executed for the purposes therein contained.

Notary Seal

_____
Notary Public

ACKNOWLEDGMENT OF PARTNERSHIP

State of _____)
) ss.
County of _____)

ACKNOWLEDGMENT OF PRINCIPAL

On this _____ day of _____, ____, before me personally appeared _____, known to me to be a partner in the partnership whose name is subscribed on this bond form, who acknowledged to me that the bond was executed on behalf of the partnership for the purposes therein contained.

Notary Seal

_____
Notary Public

ACKNOWLEDGMENT OF CORPORATION

State of Minnesota)
) ss.
County of Hennepin)

ACKNOWLEDGMENT OF PRINCIPAL

On this 5th day of August 2022 before me personally appeared **Markus Ross Ebert**, who acknowledged that he or she is the **Vice President** of a corporation whose name is subscribed on this bond form, and that, as a corporate officer, he or she is authorized to execute the bond for the purposes therein contained.

Notary Seal

CANDACE LEE GREEN
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2027

_____
Notary Public

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
) ss.
County of Hennepin)

ACKNOWLEDGMENT OF SURETY

On this 5th day of August 2022 before me personally appeared **Karla Deutsch Hunt**, who acknowledged that he or she is the attorney in fact who is authorized on behalf of **Merchants Bonding Company**, corporation, on the behalf of the corporation.

Notary Seal

DIANE M. CHAMBERS
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2026

_____
Notary Public

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Aileen Geving; Christine Scott; Christopher James; Dee Ann Briegel; Gregg K Boomgard; James Erickson; Janet L Roth; Jerod Blakestad; John C Klein; Karen J Hawkinson; Karla Deutsch Hunt; Kerri Hatton-Rudnik; Kim Neary; Kristin B Schiferl; Kristin M Bakos; Larry Sumbs; Michael Zahn; Rita Carlson; Stephen M Klein; Susan A Rieschl; Thomas Towner; Tracy Chehoski; Wendy M Schmid

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 28th day of March , 2022 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 28th day of March 2022 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this **5th** day of **August** , **2022** .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

DEPARTMENT OF HUMAN RIGHTS

WORKFORCE
CERTIFICATE OF COMPLIANCE

The Commissioner of the Minnesota Department of Human Rights by the signature below attests that **EBERT CONSTRUCTION, INC.** is hereby certified as a contractor under the Minnesota Human Rights Act, § 363A.

Certificate start date: **3/23/2022**

Certificate expiration date: **3/22/2026**

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:



Rebecca Lucero, Commissioner

DEPARTMENT OF HUMAN RIGHTS

EQUAL PAY
CERTIFICATE OF COMPLIANCE

The Commissioner of the Minnesota Department of Human Rights by the signature below attests that **EBERT CONSTRUCTION, INC.** is hereby certified as a contractor under the Minnesota Human Rights Act, § 363A.44.

Certificate start date: **July 26, 2022**

Certificate expiration date: **July 25, 2026**

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:

Rebecca Lucero, Commissioner

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
12000 2nd St. SE
Becker, MN 55308

BID FROM: Bradbury Stamm Construction Winkelmann, LLC

340 Highway 10 S

St. Cloud, MN 56304

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** SEVEN
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ One Million Two Hundred EIGHTY FIVE THOUSAND $ 1,285,000 DOLLARS

2. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$_____ $

3. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$_____ $

4. **COMBINED WORK SCOPE BID**
   a. **The Bidder agrees to perform all work in the following Work Scopes:**

— NO BID

for the Combined Base Bid Sum of:

$ NO BID | $ —

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

$ NO BID | $ —

ALTERNATES:

Alternate No. 1: Controls

1. **Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.**
   a. **Controls by Alerton**

$ NO BID | $ —

   b. **Controls by Automated Logic**

$ NO BID | $ —

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/25/22 Addenda No. 3 Dated 8/5/22

Addenda No. 2 Dated 8/1/22 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 340 Highway 10 S

City: St. Cloud State: MN Zip: 56304

Phone Number: 320-253-2411 Fax Number: N/A

Name (typed or printed): John Waletzko

Signature:

Title: President

Date: 08/11/22

END OF SECTION 00 41 13

GREAT AMERICAN INSURANCE GROUP

GREAT AMERICAN INSURANCE COMPANY

OHIO

BID BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR:
(Name, legal status and address)
Bradbury Stamm Construction Winkelman, LLC
340 Highway 10 South
St. Cloud, MN 56304

SURETY:
(Name, legal status and principal place of business):
Great American Insurance Company
301 E Fourth Street
Cincinnati, OH 45202

OWNER:
(Name, legal status and address)
Becker Public Schools,
ISD 726
12050 Hancock St SE
Becker, MN 55308

BOND AMOUNT: $ 5% of Bid Amount

PROJECT:
(Name, location or address, and Project number, if any)
Becker Public Schools
Primary / EEC
Additions and Remodeling

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a Surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 4th day of August, 2022.

(Witness)

(Witness)

(Principal) (Seal)

President
(Title)

GREAT AMERICAN INSURANCE COMPANY
(Surety) (Seal)

(Attorney-in-Fact) David Mahowald

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310 - 2010 Edition

GREAT AMERICAN.
INSURANCE COMPANIES

ACKNOWLEDGEMENT OF PRINCIPAL (Individual)

STATE OF _____ } SS.
COUNTY OF _____

On this _____ day of _____, in the year _____ before me personally come(s) _____, to me known and known to me to be the person(s) who (is) described in and who executed the foregoing instrument and acknowledge(s) to me that _____ he _____ executed the same.

_____
NOTARY PUBLIC

ACKNOWLEDGEMENT OF PRINCIPAL (Partnership)

STATE OF _____ } SS.
COUNTY OF _____

On this _____ day of _____, in the year _____ before me personally come(s) _____, a member of the co-partnership of _____ to me known and known to me to be the person who is described in and who executed the foregoing instrument, and acknowledges to me that executed the same as and for the act and deed of the said co-partnership.

_____
NOTARY PUBLIC

ACKNOWLEDGEMENT OF PRINCIPAL (Corporation)

STATE OF Minnesota } SS.
COUNTY OF Stearns

On this 4th day of August, in the year 2022 before me personally come(s) John Waletzko, to me known, who, being by me duly sworn, deposes and says that he resides in the City of St Cloud that he is the President of the Bradbury Stamm Construction Winkelman LL the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that is was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

JODI L UNDERSANDER
NOTARY PUBLIC
MINNESOTA
My Commission Expires January 31, 2027

_____
NOTARY PUBLIC

ACKNOWLEDGEMENT OF SURETY

STATE OF Minnesota } SS.
COUNTY OF Stearns

On this 4th day of August, in the year 2022 before me personally come(s) David Mahowald, Attorney(s)-in-Fact of Great American Insurance Company with whom I am personally acquainted, and who, being by me duly sworn, says that he reside(s) in Sartell, Minnesota that he is (are) the Attorney(s)-in-Fact of Great American Insurance Company, the Company described in and which executed the within instrument; that he know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he signed said instrument as Attorney(s)-in-Fact of the said Company by like order.

Kristin Rademacher
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan 31, 2026

_____
NOTARY PUBLIC

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than ONE

No. 0 20206

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
DAVID MAHOWALD	ST. CLOUD, MINNESOTA	$100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 16TH day of OCTOBER, 2018

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 16TH day of OCTOBER, 2018, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 4th day of August, 2022

Assistant Secretary

S1029AG (07/18)

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
1200 Hancock Street
Becker, MN 55308

BID FROM: Ford Metro Inc.

3121 40th Ave NW

Rochester, Minnesota 55901

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 08-Aluminum Doors, Windows and Glazing
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ Two Hundred Sixty Six Thousand Four Hundred Eighty Thousand | $266,480.00

2. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$_____ | $ NA

3. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$_____ | $ NA

4. **COMBINED WORK SCOPE BID**

   a. **The Bidder agrees to perform all work in the following Work Scopes:**

_____

for the Combined Base Bid Sum of:

$_____ $ NA

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

$_____ $ NA

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 07/25/22 Addenda No. 3 Dated 08/05/22

Addenda No. 2 Dated 08/01/22 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 3121 40th Ave NW

City: Rochester State: MN Zip: 55901

Phone Number: 507-289-3777 Fax Number: 507-289-0634

Name (typed or printed): Kevin Swanson

Signature:

Title: President

Date: 08/11/2022

END OF SECTION 00 41 13

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Ford Metro, Inc.

3121 40th Avenue NW

Rochester, MN 55901

SURETY:
(Name, legal status and principal place of business)
Merchants National Bonding, Inc.

PO Box 14498

Des Moines, IA 50306-3498

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
ISD #726 - Becker Public School District

12000 Hancock Street

Becker, MN 55308

BOND AMOUNT:
*** FIVE PERCENT OF AMOUNT BID ***

PROJECT:
(Name, location or address, and Project number, if any)
Work Scope 08 - Aluminum **Doors, W**indows and Glazing In connection with Primary EEC Additions & Remodeling

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 11th day of August 2022

Witness: Tyana Segura

Ford Metro, Inc.
(Principal) *(Seal)*

(Title)

Witness: Amy B. Thompson

Merchants National Bonding, Inc.
(Surety) *(Seal)*

Amy B. Thompson, St. Surety Account Exe

(Title) Nicholas L. Newton Attorney-In-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.
/

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INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF _____

ss

COUNTY OF _____

On the _____ day of _____, _____, before me personally appeared

_____ to me known to be the person(s) described in and who executed the foregoing instrument, as Principal(s), and acknowledged to me that __he__ executed the same as his/her/their free act and deed.

_____

(Notary Seal)

CORPORATE ACKNOWLEDGMENT

STATE OF Minnesota

ss

COUNTY OF Olmsted

On the 11th day of August, 2022, before me personally appeared

Kevin Swanson to me known, who being by me duly sworn, did say that he/she is the President of the Ford Metro Inc., the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he/she signed his/her name thereto by like order

SUSANA SEGURA
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2027

(Notary Seal)

Susana Segura

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA

ss

COUNTY OF Ramsey

On the 11th day of August, 2022, before me personally appeared **Nicholas L. Newton** to me known, who being duly sworn, did say that he/she is the aforesaid officer or attorney-in-fact of the **Merchants National Bonding, Inc.** a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

Amy B. Thompson

(Notary Seal)

AMY B. THOMPSON
NOTARY PUBLIC
MINNESOTA
MY COMMISSION EXPIRES JANUARY 31, 2025

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Amy B Thompson; Barb Olson; Jennifer F Newton; Lisa Eubanks; Nicholas L Newton

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 14th day of June , 2022 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 14th day of June 2022 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 11th day of August , 2022 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/20)

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
1200 Hancock Street
Becker, MN 55308

BID FROM: EAST SIDE GLASS CO.
305 FRANKLIN AVE NE
ST. CLOUD, MN 56304

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 08 - Aluminum Doors, Windows and Glazing
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ Two hundred Sixty Six thousand two hundred fifty Dollars | $ 266,250 00

2. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$_____ | $

3. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$_____ | $

4. **COMBINED WORK SCOPE BID**

   a. **The Bidder agrees to perform all work in the following Work Scopes:**

_____

for the Combined Base Bid Sum of:

$_____ $

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

$_____ $

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/20/22 Addenda No. 3 Dated 8/5/22

Addenda No. 2 Dated 8/1/22 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 305 FRANKLIN AVE NE

City: ST. CLOUD State: MN Zip: 56304

Phone Number: 320-251-1900 Fax Number: 320-251-9471

Name (typed or printed): JEFF BARTH

Signature:

Title: PROJECT MANAGER

Date: 8-10-22

END OF SECTION 00 41 13

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
East Side Glass Company, Inc.
305 Franklin Avenue NE
St. Cloud, MN 56304

SURETY:
(Name, legal status and principal place of business)
Western Surety Company
151 N. Franklin St.
Chicago, IL 60606

OWNER:
(Name, legal status and address)
Becker Public Schools, ISD #726
12000 Hancock Street
Becker, MN 55308

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of Amount Bid (5%)

PROJECT:
(Name, location or address, and Project number, if any)
Becker Public Schools Primary/EEC Additions & Remodeling

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 11th day of August, 2022

(Witness)	East Side Glass Company, Inc. *(Principal)* *(Seal)*
	(Title)
(Witness)	Western Surety Company *(Surety)* *(Seal)*
	(Title) Nicole M. Coty Attorney-in-fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.
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051110

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Litton E S Field Jr, Nicole M Coty, Jonathan N Vagle, Mark Alan Thune, Mutya Alvaran Enoksen, Gayle L Thorson, Jeffrey R Skaar, Individually, of Mendota Heights, MN
Kevin Paulson, Tom Corneil, Chad Christianson, De Ette J Wurm, Debra M Bledsoe, Brenda S Klimstra, Erin Pohlman, Deb Geislinger, Jacqueline Riley, Dana Kerfeld, Brittany Bauer, Laurie Litke, Amanda Plantenberg, Dena Grunhovd, Leslie Seehusen, Naomi Lermon, Individually, of Saint Cloud, MN

its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of August, 2022.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 2nd day of August, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of August 2022

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

CORPORATE ACKNOWLEDGMENT

STATE OF MN
COUNTY OF BENTON

On the 10th day of AUGUST 2022, before me personally appeared, Lucas Erickson to me, who being duly sworn, did depose and say: that s/he resides in Benton Co. that s/he is the President of the East Side Glass Company, Inc. the corporation described in and which executed the foregoing instrument; that s/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that s/he signed her/his name thereto by like order.

(SEAL) LAURA J. HUTT
NOTARY PUBLIC-MINNESOTA
My Comm. Exp. Jan. 31, 2025

Notary Public

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA
COUNTY OF Dakota

On the 11th day of August, 2022 before me personally appeared, Nicole M. Coty to me known, who being duly sworn, did say: that s/he resides in Minnesota that s/he is the aforesaid officer or attorney in fact of Western Surety Company a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument as signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

(SEAL)
JESSICA ANN OLSON
NOTARY PUBLIC
MINNESOTA
My Commission Expires 01/31/2025

Notary Public

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
12000 2nd St. SE
Becker, MN 55308

BID FROM: Heartland Glass Co., Inc.

401 Sundial Drive

Waite Park, MN 56387

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 08-Aluminum Doors, Windows and Glazing
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ Two Hundred Eighty Eight Thousand Eight Hundred Ninety Seven Dollars and 00/100's — $ 288,897.00

2. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ _____ — $

3. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ _____ — $

4. ~~COMBINED~~ WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

_____

for the Combined Base Bid Sum of:

$_____ $

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

$ N/A $ N/A

ALTERNATES:

Alternate No. 1: Controls

1. **Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.**
   a. **Controls by Alerton**

   $ N/A $ N/A

   b. **Controls by Automated Logic**

   $ N/A $ N/A

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/25/22 Addenda No. 2 Dated 8/1/22

Addenda No. 3 Dated 8/5/22 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 401 Sundial Drive

City: Waite Park State: MN Zip: 56387

Phone Number: 320-259-1679 Fax Number: 320-259-4566

Name (typed or printed): Jessica Hanson

Signature:

Title: Sales Manager

Date: 8/10/22

END OF SECTION 00 41 13

AIA® Document A310™ – 1970

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
(Here insert full name and address or legal title of Contractor)
Heartland Glass Co., Inc.
401 Sundial Drive
Waite Park, MN 56387

as Principal, hereinafter called the Principal, and
(Here insert full name and address or legal title of Surety)
Swiss Re Corporate Solutions America Insurance Corporation
1200 Main Street
Kansas City, MO 64105

a corporation duly organized under the laws of the State of **Missouri**
as Surety, hereinafter called the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)
ISD #726 – Becker School District
12000 Hancock St
Becker, MN 55308

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent (5%) of the Amount of the Bid** Dollars ($ **5%**), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)
Becker Primary/ EEC addition

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **11th** day of **August, 2022**

(Witness)

Heartland Glass Co., Inc.
(Principal) (Seal)

(Title)

(Witness)

Swiss Re Corporate Solutions America Insurance Corporation
(Surety)

(Title) **Name Alemdar** (Seal)
Attorney-in-Fact

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INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF _____

ss

COUNTY OF _____

On the _____ day of _____, _____, before me personally appeared

_____ to me known to be the person(s) described in and who executed the foregoing instrument, as Principal(s), and acknowledged to me that __he__ executed the same as his/her/their free act and deed.

_____

(Notary Seal)

CORPORATE ACKNOWLEDGMENT

STATE OF Minnesota

ss

COUNTY OF Stearns

On the 11 day of August, 2022 before me personally appeared Jessica Hansen Sales Manager to me known, who being by me duly sworn, did say that he/she is the of Heartland Glass Co., Inc., the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he/she signed his/her name thereto by like order

Alan J Block

(Notary Seal)

ALAN J BLOCK
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2025

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA

ss

COUNTY OF Washington

On the 11 day of August, 2022, before me personally appeared **Name Alemdar** to me known, who being duly sworn, did say that he/she is the aforesaid officer or attorney-in-fact of the Swiss Re Corporate Solutions America Insurance Corporation, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

_____

(Notary Seal)

JEFFREY MITCHELL SETTEM
Notary Public - Minnesota
My Commission Expires
January 31, 2023

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIALTY INSURANCE COMPANY ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

ALAN STARKS, JEFF SETTEM, MELISSA NORDIN, NAME ALEMDAR, CHARLES CHRISTENSEN, TYLER L. GERADS and ALEXANDRA KISSELL

JOINTLY or SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION ($200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

SWISS RE CORPORATE SOLUTIONS AMERICA INS CORP CORPORATE SEAL 1973 MISSOURI

SWISS RE CORPORATE SOLUTIONS PREMIER INS CORP CORPORATE SEAL MISSOURI

By _____
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By _____
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC

WESTPORT INSURANCE CORPORATION CORPORATE SEAL MISSOURI

IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 29TH day of APRIL, 2022

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

State of Illinois
County of Cook ss

On this 29TH day of APRIL, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SPCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

YASMIN A. PATEL OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires May 20, 2023

Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 11th day of AUGUST, 2022.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
12000 2nd St. SE
Becker, MN 55308

BID FROM: Northern GLASS + GLAZING
165 W. 88TH ST
BLOOMINGTON, MN 55420

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 08 Aluminum Doors, Windows, GLAZING
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ TWO Hundred FIFTY NINE Thousand | $ 259,000 ^oo

2. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$_____ | $

3. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$_____ | $

4. **COMBINED WORK SCOPE BID**
   a. **The Bidder agrees to perform all work in the following Work Scopes:**

_____

for the Combined Base Bid Sum of:

$_____ $

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

$_____ $

ALTERNATES:

Alternate No. 1: Controls

1. **Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.**
   a. **Controls by Alerton**

$_____ $

   b. **Controls by Automated Logic**

$_____ $

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7-25-22 Addenda No. 2 Dated 8-1-22

Addenda No. 3 Dated 8-5-22 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 165 W. 88th ST

City: BLOOMINGTON State: MN Zip: 55420

Phone Number: 952-888-6327 Fax Number: 952-888-6542

Name (typed or printed): CHARLIE McGahey

Signature: Charlie McGahey

Title: PRESIDENT

Date: 8-11-22

END OF SECTION 00 41 13

Bond No. _____

BID BOND

The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we Northern Glass & Glazing, Inc.
165 W 88th Street, Bloomington, MN 55420

as Principal hereinafter called the Principal, and Old Republic Surety Company

a corporation duly organized under the laws of the state of Wisconsin as Surety, hereinafter called the Surety, are held and firmly bound unto Becker Public Schools, Becker, MN

as Obligee, hereinafter called the Obligee, in the sum of five percent

Dollars ($ 5%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Becker Public Schools Primary/EEC Additions, Aluminum Doors, Storefronts, and Glazing

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 8th day of August, 2022

Witness

Northern Glass & Glazing, Inc.
Principal (Seal)

By: _____ President
Name/Title

Old Republic Surety Company
Surety

Witness

By: Jeanette Kraemer
Jeanette Kraemer Attorney-in-Fact

Conforms with The American Institute of Architects, A.I.A. Documents ORSC 21328 (5/97)

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

JEFFREY R. OLSEN, JEANETTE KRAEMER, MARK A. KIESOW, ROBERT D. BLOMSTER, JEANNIE A. KEMPENICH, JOSEPH R. ALTHAUS, GARY E. MATSON, BONNIE L. HUBER, STACY K. DUPONT, OF EDEN PRAIRIE, MN

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliverand affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned andsealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits ofthe authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 4TH day of MARCH, 2021.

Karen J. Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 4TH day of MARCH, 2021 personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Kathryn R. Pearson
Notary Public
My commission expires: 9/28/2022
(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-2470

Signed and sealed at the City of Brookfield, WI this 8th day of August, 2022.

Karen J. Haffner
Assistant Secretary

J. A. PRICE AGENCY, INC.

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
1200 Hancock Street
Becker, MN 55308

BID FROM: High Performance Coatings Inc.
568 50th Street NE
Buffalo, MN 55313

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Middle School/High School Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 9 Wallcoverings | Painting
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ Ninety Three Thousand nine hundred dollars | $ 93,907.00

2. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$_____ | $

3. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$

$_____

4. **COMBINED WORK SCOPE BID**
   a. **The Bidder agrees to perform all work in the following Work Scopes:**

_____

for the Combined Base Bid Sum of:

$_____ $

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

$_____ $

ALTERNATES:

Alternate No. 1 Controls

1. ***Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.***

   ~~a.~~ Controls by Alerton ~~with approved installation by NAC~~

   $_____ $

   ~~b. Controls by Alerton with approved installation by HumeraTech~~

   ~~c.~~ Controls by Automated Logic ~~with approved installation by Automated Technologies~~

   $_____ $

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/18/22 Addenda No. 3 Dated 7/29/22

Addenda No. 2 Dated 7/26/22 Addenda No. 4 Dated 8/2/22

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 568 50th Street NE

City: Buffalo State: MN Zip: 55313

Phone Number: 320 815 2141 Fax Number: 763 682 2353

Name (typed or printed): Michael Wheeler

Signature: Michael Wheeler

Title: President

Date: 8/4/22

END OF SECTION 00 41 13

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
High Performance Coatings, Inc.

568 50th Street NE

Buffalo, MN 55313

OWNER:
(Name, legal status and address)
ISD #726 - Becker Public School District

12000 Hancock Street

Becker, MN 55308

SURETY:
(Name, legal status and principal place of business)
Western National Mutual Insurance Company

4700 W 77th St

Edina, MN 55435

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT:
*** FIVE PERCENT OF AMOUNT BID ***

PROJECT:
(Name, location or address, and Project number, if any)
Painting & Wallcovering In connection with Becker Public Schools- Middle School/High School Additions and Remodeling ISD 726

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 4th day of August 2022

	High Performance Coatings, Inc.
(Witness)	*(Principal)* *(Seal)*
	(Title) President
	Western National Mutual Insurance Company
(Witness) Lisa M. Eubanks, Surety Acct. Executive	*(Surety)* *(Seal)*
	(Title) Amy B. Thompson Attorney-In-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF _____

ss

COUNTY OF _____

On the _____ day of _____, _____, before me personally appeared

_____ to me known to be the person(s) described in and who executed the foregoing instrument, as Principal(s), and acknowledged to me that __he__ executed the same as his/her/their free act and deed.

_____

(Notary Seal)

CORPORATE ACKNOWLEDGMENT

STATE OF Minnesota

ss

COUNTY OF Wright

On the 4th day of August, 2022 before me personally appeared

Michael Wheeler to me known, who being by me duly sworn, did say that he/she is the owner of the Owner HPC Inc., the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he/she signed his/her name thereto by like order

Samantha Adams

(Notary Seal)

SAMANTHA LAUREN ADAMS
Notary Public
Minnesota
My Commission Expires
Jan 31, 2024

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA

ss

COUNTY OF Ramsey

SAMANTHA LAUREN ADAMS
Notary Public
Minnesota
My Commission Expires
Jan 31, 2024

On the 4th day of August, 2022, before me personally appeared **Amy B. Thompson** to me known, who being duly sworn, did say that he/she is the aforesaid officer or attorney-in-fact of the **Western National Mutual Insurance Company** a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

Lisa M Eubanks

(Notary Seal)

LISA M EUBANKS
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 01/31/26

WESTERN NATIONAL INSURANCE
The relationship company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Western National Mutual Insurance Company, a Minnesota mutual insurance company, does make, constitute, and appoint: Nicholas L. Newton, Jennifer F. Newton, Amy B. Thompson, Lisa Eubanks, Angel Wulf

Newton Bonding (#9536)

Its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required) bond, undertakings recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, hazardous waste remediation bonds or black lung bonds),** as follows:

All written instruments in an amount not to exceed an aggregate of Five Million Dollars ($5,000,000) for any single obligation, regardless of the number of instruments issued for the obligation.

and to bind Western National Mutual Insurance Company thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on September 28, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of Western National Mutual Insurance Company on September 28, 2010:

RESOLVED that the president, any vice president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the Company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Western National Mutual Insurance Company has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 16th day of December, 2020.

Jon R. Hebeisen, Secretary

WESTERN NATIONAL MUTUAL INSURANCE CORPORATE SEAL MINNESOTA

Larry A. Byers, Sr. Vice President

STATE OF MINNESOTA, COUNTY OF HENNEPIN

On this 16th day of December, 2020, personally came before me, Jon R. Hebeisen and Larry A. Byers and to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally dispose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

JENNIFER A. YOUNG
NOTARY PUBLIC
MINNESOTA
My Commission Expires 01/31/2026

Jennifer A. Young, Notary Public
My commission expires January 31, 2026

CERTIFICATE

I, the undersigned, assistant secretary of the Western National Mutual Insurance Company, a Minnesota corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

WESTERN NATIONAL MUTUAL INSURANCE CORPORATE SEAL MINNESOTA

Signed and sealed at the City of Edina, MN this 4th day of August, 2022

Jennifer A. Young, Assistant Secretary

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
12000 2nd St. SE
Becker, MN 55308

BID FROM: Gunion Painting LLC
30 Maple Street N
Waite Park, MN 56387

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 9 Painting
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ Sixty-seven thousand four hundred eighty-five dollars | $ 67,485.00

2. **Work Scope** N/A
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ N/A | $ N/A

3. **Work Scope** N/A
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ N/A | $ N/A

4. **COMBINED WORK SCOPE BID**
   a. **The Bidder agrees to perform all work in the following Work Scopes:**

N/A

for the Combined Base Bid Sum of:

$ N/A $ N/A

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

$ N/A $ N/A

ALTERNATES:

Alternate No. 1: Controls

1. **Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.**
   a. **Controls by Alerton**

$ NO CHANGE $ NO CHANGE

   b. **Controls by Automated Logic**

$ NO CHANGE $ NO CHANGE

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/25/22 Addenda No. 3 Dated 8/5/22

Addenda No. 2 Dated 8/1/22 Addenda No. — Dated —

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 38 Maple Street N

City: Waite Park State: MN Zip: 56387

Phone Number: 320-309-6166 Fax Number: —

Name (typed or printed): Brandon Gunion

Signature: [signature]

Title: Owner

Date: 8/11/22

END OF SECTION 00 41 13

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Gunion Painting LLC
38 Maple Street
Waite Park, MN 56387

SURETY:
(Name, legal status and principal place of business)
Westfield Insurance Company
P.O. Box 5001
Westfield Center, OH 44251

OWNER:
(Name, legal status and address)
Becker Public Schools ISD 726
12000 Hancock Street
Becker, MN 55308

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of Total Amount Bid (5%)

PROJECT:
(Name, location or address, and Project number, if any)
Becker Public Schools Primary/EEC Additions & Remodeling

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 9th day of August, 2022

Kathy Brophy
(Witness)

Gunion Painting LLC
(Principal) *(Seal)*

(Title)

Kathy Brophy
(Witness) ~~Andrea Tharp~~ Kathryn Brophy

Westfield Insurance Company
(Surety) *(Seal)*

(Title) Steve Shike, Attorney-In-Fact

Init.
/

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General
Power
of Attorney

CERTIFIED COPY

POWER NO. **3617151 00**

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

CORBAN M. ENNS, STEVE SHIKE, BEULAH M. HADLEY-VOTH, LAURA A. MARSLAND, VICTORIA HATEFI, STEPHANIE M. PALMBLAD, KATRINA EGGER FEARN, BRIAN RADFORD, JOINTLY OR SEVERALLY

of **SALEM** and State of **OR** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, undertakings, and recognizances; provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed TEN MILLION DOLLARS AND NO CENTS ($10,000,000)----**

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **01st** day of **MAY** A.D., **2022** .

Corporate Seals Affixed

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: **Gary W. Stumper,** *National Surety Leader* and *Senior Executive*

State of Ohio
County of Medina ss.:

On this **01st** day of **MAY** A.D., **2022** , before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH;** that he is **National Surety Leader** and **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

David A. Kotnik, Attorney at Law, *Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino,** Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 9th day of August A.D., 2022 .

Frank A. Carrino, *Secretary*

BPOAC1 (combined) (06-02)

LICENSE/CERTIFICATE/REGISTRATION DETAIL

Class Type:	CONTRACTOR REGISTRATION	Number:	IR731770
Application No:	405432	Status:	ISSUED
Expire Date:	12/31/2023	Effect Date:	8/11/2022
Orig Date:	10/17/2017	Print Date:	
Enforcement Action:	NO		
Workplace Experience:	N/A		

Name: GUNION PAINTING LLC

Address: 38 MAPLE STREET N
WAITE PARK , MN 56387

Phone:

A CONTRACTOR REGISTRATION IS NOT A LICENSE!
Contractor Registration is required for building contractors that are not licensed or required to be licensed by DLI, but ***it is not intended to provide any level of consumer protection.*** To verify the status of **licensed** residential contractors, remodelers, and roofers, search under the **Residential Contractors** "Discipline" on the license lookup tool

Another Lookup?

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
12000 2nd St. SE
Becker, MN 55308

BID FROM: Henkemeyer Coatings Inc.

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 09 Paint
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ one hundred twenty eight thousand six hundred dollars | $ 128,600.00

2. **Work Scope** —
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ — | $ —

3. **Work Scope** —
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ — | $ —

4. **COMBINED WORK SCOPE BID**
   a. **The Bidder agrees to perform all work in the following Work Scopes:**

—

for the Combined Base Bid Sum of:

$ — | $ —

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

$ — | $ —

ALTERNATES:

Alternate No. 1: Controls

1. **Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.**
   a. **Controls by Alerton**

$ — | $ —

   b. **Controls by Automated Logic**

$ — | $ —

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/25/22 Addenda No. 2 Dated 8/1/22

Addenda No. 3 Dated 8/5/22 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 2103 196th St E (po Box 459)

City: Clearwater State: MN Zip: 55320

Phone Number: 320 558-4447 Fax Number: _____

Name (typed or printed): Jim Henkemeyer

Signature: _____

Title: President

Date: 8/10/22

END OF SECTION 00 41 13

AIA® Document A310™ – 1970

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
(Here insert full name and address or legal title of Contractor)
Henkemeyer Coatings, Inc.
P.O. Box 459
Clearwater, MN 55320

as Principal, hereinafter called the Principal, and
(Here insert full name and address or legal title of Surety)
West Bend Mutual Insurance Company
8401 Greenway Blvd., Suite 1100
Middleton, WI 53562

a corporation duly organized under the laws of the State of **Wisconsin**
as Surety, hereinafter called the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)
ISD #726 – Becker Public schools
12000 Hancock St
Becker, MN 55308

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent (5%) of the Amount of the Bid** Dollars ($ **5%**), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)
Primary/ EEC additions and remodeling- Work Scope 9: Painting

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **11th** day of **August, 2022**

(Witness)

Henkemeyer Coatings, Inc.
(Principal) (Seal)

(Title) president

(Witness)

West Bend Mutual Insurance Company
(Surety)

(Title) **Alan Starks** *(Seal)*
Attorney-in-Fact

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INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF _____

ss

COUNTY OF _____

On the _____ day of _____, _____, before me personally appeared

_____ to me known to be the person(s) described in and who executed the foregoing instrument, as Principal(s), and acknowledged to me that __he__ executed the same as his/her/their free act and deed.

_____

(Notary Seal)

CORPORATE ACKNOWLEDGMENT

STATE OF Minnesota

ss

COUNTY OF Stearns

On the **11th** day of **August**, **2022**, before me personally appeared Jim Henkemeyer to me known, who being by me duly sworn, did say that he/she is the President of **Henkemeyer Coatings, Inc.**, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he/she signed his/her name thereto by like order

Ryan Gotfredson

(Notary Seal)

RYAN ROBERT GOTFREDSON
Notary Public
Minnesota
My Commission Expires
Jan 31, 2025

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA

ss

COUNTY OF **Hennepin**

On the **11th** day of **August**, **2022**, before me personally appeared **Alan Starks** to me known, who being duly sworn, did say that he/she is the aforesaid officer or attorney-in-fact of the **West Bend Mutual Insurance Company** a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

Dalendr

(Notary Seal)

NAME ALEMDAR
Notary Public
Minnesota
My Commission Expires January 31, 2026

WEST BEND
A MUTUAL INSURANCE COMPANY

THE SILVER LINING®

Bond No. _____

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Alan Starks

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of:

Ten Million Dollars ($10,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary

WEST BEND MUTUAL INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO. WIS.

Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 17th day of August, 2021, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

MATTHEW E. CARLTON NOTARY PUBLIC STATE OF WISCONSIN

Matthew E. Carlton
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 11th day of August, 2022.

WEST BEND MUTUAL INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO. WIS.

Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at West Bend Mutual Insurance Company.

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
12000 2nd St. SE
Becker, MN 55308

BID FROM: Architectural Sales of MN

6840 Shingle Creek Parkway #5

Brooklyn Center, MN 55430

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 10 - ACOUSTIC CEILINGS AND ACOUSTICAL TREATMENTS
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ One Hundred Ninty Seven Thousand Eight Hundred Thirty Three | $ 197,833.00

2. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$_____ | $

3. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$_____ | $

4. **COMBINED WORK SCOPE BID**
   a. **The Bidder agrees to perform all work in the following Work Scopes:**

NA

for the Combined Base Bid Sum of:

$ NA | $ NA

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

$ NA | $ NA

ALTERNATES:

Alternate No. 1: Controls

1. **Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.**
   a. **Controls by Alerton**

$ NA | $ NA

   b. **Controls by Automated Logic**

$ NA | $ NA

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/26/22 Addenda No. 3 Dated 8/8/22

Addenda No. 2 Dated 8/2/22 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 6840 Shingle Creek Parkway #5

City: Brooklyn Center State: MN Zip: 55430

Phone Number: 763-533-1595 Fax Number: 763-533-7852

Name (typed or printed): Mike Tambornino

Signature: 

Title: President

Date: 8/11/22

END OF SECTION 00 41 13

Bond No. _____

BID BOND

The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we Architectural Sales of Minnesota, Inc.
6840 Shingle Creek Parkway, Suite 5, Brooklyn Center, MN 55430

as Principal hereinafter called the Principal, and Old Republic Surety Company
a corporation duly organized under the laws of the state of Wisconsin as Surety, hereinafter called the Surety, are held and firmly bound unto Becker Public Schools - ISD 726, 12000 Hancock Street, Becker, MN 55308

as Obligee, hereinafter called the Obligee, in the sum of FIVE PERCENT OF AMOUNT BID

Dollars ($ 5%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for #10 Acoustic Ceilings and Acoustical Treatments, Becker Public Schools Primary and EEC Addition and Remodel, 12050 Hancock Street SE, Becker, MN 55308

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 9th day of August , 2022

Witness

Architectural Sales of Minnesota, Inc.
Principal (Seal)

By: _____ President
Name/Title

Witness

Old Republic Surety Company
Surety (Seal)

By: _____
Steven A. Holmquist Attorney-in-Fact

ORSC 21328 (5/97)

PLEASE INSERT IN THE POWER-OF-ATTORNEY SECTION OF YOUR BOND KIT

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF _____)
) SS
COUNTY OF_____)

On the _____ day of _____ _____, before me, a Notary Public within and for said county, personally appeared, _____ to me known to be the person described in and who executed the foregoing instrument, as Principal, and acknowledged to me that he executed the same as he free act and deed.

_____

Notary Public _____ County Minnesota

(Notarial Seal)

My Commission Expires _____

CORPORATE ACKNOWLEDGMENT

STATE OF Minnesota)
) SS
COUNTY OF Hennepin)

On the 9th day of August, 2022, before me, personally appeared _____ to me known, who being by me duly sworn, did depose and say that he resides in _____, that he is the _____ President of the Architectural Sales of Minnesota, Inc. the corporation described in and which executed the foregoing instrument; that knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that signed name thereto by like order.

Susanne E. Tambornino
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2026
(Notarial Seal)

Susanne E Tambornino

Notary Public Hennepin County Minnesota

My Commission Expires 1-31-26

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF Minnesota)
) SS
COUNTY OF Hennepin)

On this 9th day of August, 2022, before me appeared Steven A. Holmquist to me personally known, who being by me duly sworn, did say that he is the aforesaid officer or attorney in fact of the Old Republic Surety Company, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

MELANIE RAE SMITH
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 01/31/25
(Notarial Seal)

Melanie Rae Smith

Notary Public Hennepin County Minnesota

My Commission Expires January 31, 2025

INSTRUCTIONS

Most Bonds Filed In Minnesota Require The Signature Of **The Principal To Be Acknowledged By A Notary Public.** Also, The Signature Of The Attorney- In-Fact Should **Be Acknowledged By A Notary Public. On The Bond Form Itself There Should Be Two Witnesses To The Signature Of The Principal And Two Witnesses To The Attorney-In-Fact.**

SSC 2757 (4/93)

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

STEVEN A. HOLMQUIST, DIANA L. STABER, MAC ADAM T. GORDON, JAMES BURIAN, OF MAPLE GROVE, MN

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliverand affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insuranee workers compensation bonds guaranteeing payment of benefits or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned andsealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits ofthe authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 25TH day of APRIL, 2022.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 25TH day of APRIL, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public
My commission expires: 9/28/2022

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-3762

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Signed and sealed at the City of Brookfield, WI this 9th day of August, 2022.

Karen J. Haffner
Assistant Secretary

RAY SMITH INS. AGENCY, INC.

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
1200 Hancock Street
Becker, MN 55308

BID FROM: MDI Inc.
28350 165th St.
Big Lake Mn. 55309

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** #10 Acoustical Ceilings and Acoustical Treatments
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ One Hundred Twenty Nine Thousand Nine Hundred 00/100 | $ 129,900

2. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ _____ | $

3. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ _____ | $

4. **COMBINED WORK SCOPE BID**
   a. **The Bidder agrees to perform all work in the following Work Scopes:**

_____

for the Combined Base Bid Sum of:

$_____ $

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

$_____ $

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. #1 Dated 7-25-22 Addenda No. #3 Dated 8-5-22

Addenda No. #2 Dated 8-1-22 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 24350 165th St.

City: Big Lake State: Mn. Zip: 55309

Phone Number: 763-286-5553 Fax Number: _____

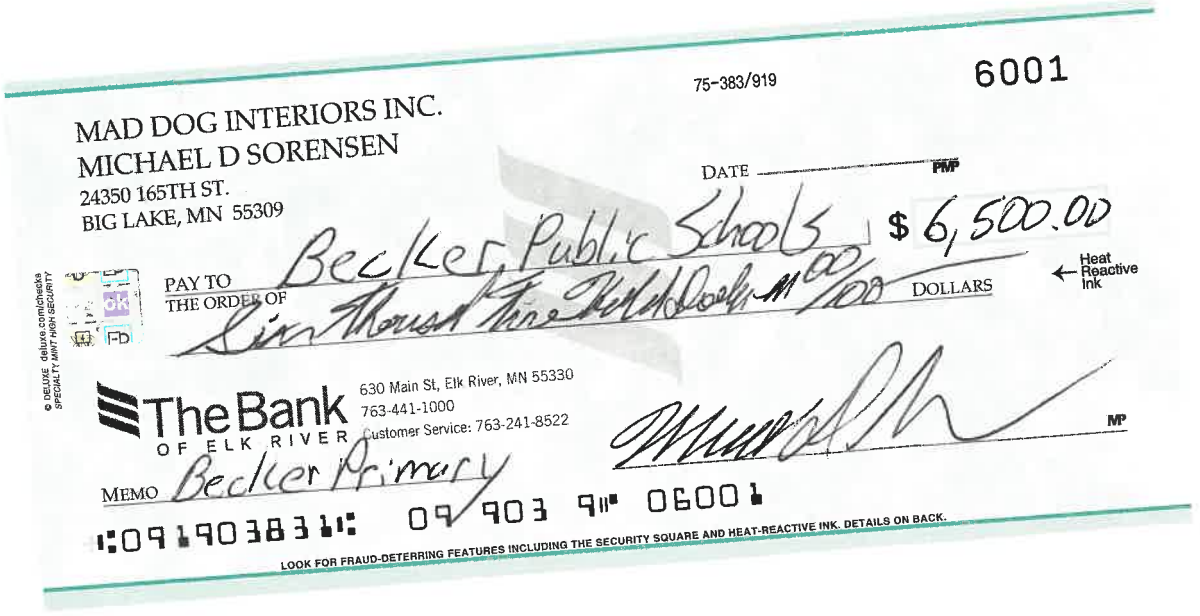
Name (typed or printed): Mike Sorensen

Signature: _____

Title: Owner

Date: 8-10-2022

END OF SECTION 00 41 13



MAD DOG INTERIORS INC.
MICHAEL D SORENSEN
24350 165TH ST.
BIG LAKE, MN 55309

75-383/919

6001

DATE

PAY TO THE ORDER OF Becker Public Schools $ 6,500.00

Six Thousand Five Hundred 00/100 DOLLARS

Heat Reactive Ink

The Bank OF ELK RIVER
630 Main St, Elk River, MN 55330
763-441-1000
Customer Service: 763-241-8522

MEMO Becker Primary

:091903831: 09/903 911 06001

LOOK FOR FRAUD-DETERRING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.

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SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
12000 2nd St. SE
Becker, MN 55308

BID FROM: St. Cloud Acoustics.
P.O. Box 758
St. Joseph, MN 56374

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** #10 - Acoustic Ceilings and Acoustical Treatments
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ One hundred-eighty-three thousand two hundred-seventy — $ 183,270-

2. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ _____ — $

3. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ _____ — $

4. **COMBINED WORK SCOPE BID**
   a. **The Bidder agrees to perform all work in the following Work Scopes:**

_____

for the Combined Base Bid Sum of:

$_____ | $

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

$_____ | $ N/A.

ALTERNATES:

Alternate No. 1: Controls

1. **Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.**
   a. **Controls by Alerton**

$_____ | $ N/A

   b. **Controls by Automated Logic**

$_____ | $ N/A

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7.25.22 Addenda No. 3 Dated 8.5.22

Addenda No. 2 Dated 8.1.22 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 30762 Pearl Drive, P.O. Box 758

City: St. Joseph State: MN Zip: 56374

Phone Number: 320-363-8585 Fax Number: 320-363-8586

Name (typed or printed): Pete Ehresmann

Signature:

Title: Project Manager

Date: 8.11.22

END OF SECTION 00 41 13

AIA Document A310™ – 2010

Bond No. RB0089853

Bid Bond

CONTRACTOR:
(Name, legal status and address)
St. Cloud Acoustics, Inc.
30762 Pearl Drive
P.O. Box 758
Saint Joseph, MN 56374

SURETY:
(Name, legal status and principal place of business)
Granite Re, Inc.
14001 Quailbrook Drive
Oklahoma City, OK 73134

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
ISD#726-Becker Public Schools

BOND AMOUNT: Five Percent of the Bid Amount (5% of Bid Amount)

PROJECT: Becker Primary/EEC Additions and Remodeling
(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 10th day of August, 2022

(Witness)

(Witness)

St. Cloud Acoustics, Inc.
(Principal) *(Seal)*

(Title) BRIAN KALLA - PRESIDENT

Granite Re, Inc.
(Surety) *(Seal)*

(Title) Troy Staples, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____ _____ to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of MN)
County of Stearns)

On this 10 day of August in the year 2022 before me personally come(s) Brian Krulla, to me known, who, being duly sworn, deposes and says that he/she is the President of the St Cloud Acoustics Inc the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Ann C. Terwey
Notary Public

Ann C Terwey
Notary Public
Minnesota
My Commission Expires January 31, 2027

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
)
County of Dakota)

On this 10th day of August, in the year 2022, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of Granite Re, Inc. with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Granite Re, Inc. company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.

_____
Notary Public

NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2025

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

WANDA FRANZ; TOM LAHL; TOM KEMP: LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

WANDA FRANZ; TOM LAHL; TOM KEMP: LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
Commission #: 11003620

Notary Public

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 10th day of August, 2022.

Kyle P. McDonald, Assistant Secretary

GR0800-1

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
12000 2nd St. SE
Becker, MN 55308

BID FROM: Twin City Acoustics, Inc.

9449 Science Center Drive Ste #100

New Hope, MN 55428

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 10 - Acoustical Ceilings & Treatment
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ One Hundred and Fifty Eight Thousand, Two Hundred Dollars | $ 158,200.00

2. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ _____ | $

3. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ _____ | $

4. **COMBINED WORK SCOPE BID**
   a. **The Bidder agrees to perform all work in the following Work Scopes:**

_____

for the Combined Base Bid Sum of:

$_____ $

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

$_____ $

ALTERNATES:

Alternate No. 1: Controls

1. **Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.**
   a. **Controls by Alerton**

$_____ $

   b. **Controls by Automated Logic**

$_____ $

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7-25-22 Addenda No. 3 Dated 8-5-22

Addenda No. 2 Dated 8-1-22 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 9449 Science Center Drive Ste #100

City: New Hope State: MN Zip: 55428

Phone Number: 763-535-6697 Fax Number: 763-535-5309

Name (typed or printed): Derek Brinker

Signature:

Title: Vice President

Date: 8-11-22

END OF SECTION 00 41 13

CNA SURETY

Bid Bond

Bond No. Bid Bond

CONTRACTOR:
(Name, legal status and address)
Twin City Acoustics, Inc.
9449 Science Center Drive
New Hope, MN 55428

SURETY: Western Surety Company: South Dakota Corporation
(Name, legal status and principal place of business)
151 N. Franklin Street
17th Floor
Chicago, IL 60606

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
Becker Public Schools – ISD 726
@ District Office
12000 2nd Street SE
Becker, MN 55308

BOND AMOUNT: Five Percent (5%) of the Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
Becker Public Schools-Primary/EEC
Additions & Remodeling
Work Scope 10 – Acoustical Ceilings & Treatment

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 11th day of August, 2022.

(Witness)

(Witness)

Twin City Acoustics, Inc.
(Principal) *(Seal)*

(Title) Dave Brinker, President

Western Surety Company
(Surety) *(Seal)*

(Title) Gail T. Hayes, Attorney-In-Fact

Printed in cooperation with the American Institute of Architects (AIA).
The language in this document conforms to the language used in AIA Document A310 - Bid Bond - 2010 Edition.

ACKNOWLEDGMENT OF PRINCIPAL

State of Minnesota

County of Hennepin

On this 11th day of August, 2022 before me a Notary Public in and for the State of Minnesota personally appeared Dave Brinker know to me to be the President of the principal described in the within instrument and who executed the same and acknowledge to me that he/she executed the same for on behalf of the said principal.

Julie Lynn Haupert
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan 31 2027

Julie Haupert
NOTARY PUBLIC

(SEAL)

ACKNOWLEGEMENT OF SURETY

State of North Dakota

County of Cass

On this 11th day of August, 2022 before me a Notary Public in and for the State of North Dakota, personally appeared Gail T. Hayes know to be the Attorney-In-Fact of the Surety described in the within instrument and who executed the same and acknowledge to me the he/she executed the same for on behalf of the said Surety.

AMY GLANZER
Notary Public
State of North Dakota
My Commission Expires Sept. 24, 2023

NOTARY PUBLIC

(SEAL)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Brenda L Parker, Judith L Jorissen, Daniel W Werner, Gail T Hayes, Michael J Boub, Tiffany Meduna, Phoebe L Kuntz, Zared Lefor, Charles P Klabo, Anthony Gross, Kristina Holtgard, Ashley Farthing, Amy Glanzer, Kathy Kramer, Senada Ranglall, Susan B Fischer-LeBeau, Jordan Kvale, Individually

of Fargo, ND, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of December, 2021.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 10th day of December, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of August 2022

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
12000 2nd St. SE
Becker, MN 55308

BID FROM: SONUS Int.
6325 Sandburg Rd Suite 800
Golden Valley, MN 55427

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** -10 Acoustical Ceilings and Acoustical Treatments
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ One hundred Fifty Thousand Nine hundred Ninety five dollars | $ 150,995 00

2. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$_____ | $

3. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$_____ | $

4. **COMBINED WORK SCOPE BID**
   a. **The Bidder agrees to perform all work in the following Work Scopes:**

_____

for the Combined Base Bid Sum of:

$_____ $

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

$_____ $

ALTERNATES:

Alternate No. 1: Controls

1. **Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.**
   a. **Controls by Alerton**

$_____ $

   b. **Controls by Automated Logic**

$_____ $

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7-25-2022 Addenda No. 3 Dated 8-5-2022

Addenda No. 2 Dated 8-1-2022 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 6325 Sandburg Rd Suite 800

City: Golden Valley State: MN Zip: 55427

Phone Number: 763-557-0720 Fax Number: 763-557-0845

Name (typed or printed): Jason Plumley

Signature:

Title: Project Manager

Date: 8-11-2022

END OF SECTION 00 41 13

THE

CINCINNATI INSURANCE COMPANY

CINCINNATI, OHIO

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Sonus Interiors, Inc.

as Principal, hereinafter called the Principal, and THE CINCINNATI INSURANCE COMPANY, 6200 S. Gilmore Road, Fairfield, Ohio 45014-5141, a corporation duly organized under the laws of the State of Ohio, as Surety, hereinafter called the Surety, are held and firmly bound unto

ICS

as Obligee, hereinafter called the Obligee, in the sum of 5% of bid

Dollars ($ 5% of bid),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Becker Primary School

12050 Hancock St. & 13500 3rd St. Becker, MN

Furnish and Install Acoustical Ceiling Treatments

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 11th day of August 2022

(Witness)

Sonus Interiors, Inc.

(Principal) (Seal)

By: Jason Plumley

Jason Plumley/ Project Manager (Title)

(Witness)

THE CINCINNATI INSURANCE COMPANY

(Surety) (Seal)

By: Peter Follese

Peter Follese Attorney-in-Fact

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, February 1970 Edition.

S-2000-AIA (6/08) PUBLIC

PLEASE INSERT IN THE POWER-OF-ATTORNEY SECTION OF YOUR BOND KIT

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF _____)
) ss
COUNTY OF_____)

On the _____ day of _____ 2022 , before me, a Notary Public within and for said county, personally appeared, _____ to me known to be the person described in and who executed the foregoing instrument, as Principal, and acknowledged to me that he executed the same as he free act and deed.

_____

Notary Public _____County_____

(Notarial Seal)

My Commission Expires _____

CORPORATE ACKNOWLEDGMENT

STATE OF Minnesota)
) ss
COUNTY OF Hennipin)

On the 11th day of August , 2022 , before me, personally appeared Christopher Scrabeck to me known, who being by me duly sworn, did depose and say that he resides in Golden Valley, Minnesota , that he is the Project Manager President of the Sonus Interiors, Inc. the corporation described in and which executed the foregoing instrument; that knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that signed name thereto by like order.

_____

Notary Public _____County_____

(Notarial Seal)

My Commission Expires _____

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF Minnesota)
) ss
COUNTY OF Washington)

On this 11th day of August , 2022 , before me appeared Peter Follese to me personally known, who being by me duly sworn, did say that he is the aforesaid officer or attorney in fact of the Attorney in Fact , a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

_____

Notary Public _____County_____

(Notarial Seal)

My Commission Expires _____

INSTRUCTIONS

Most Bonds Filed In Minnesota Require The Signature Of **The Principal To Be Acknowledged By A Notary Public.** Also, The Signature Of The Attorney- In-Fact Should **Be Acknowledged By A Notary Public. On The Bond Form Itself There** Should **Be Two Witnesses To The Signature Of The Principal And Two Witnesses To The Attorney-In-Fact.**

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Peter Follese; Elli Ridley; Hilary Belt and/or Brianne Keehan

of Forest Lake, Minnesota its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to
Five Million and No/100 Dollars ($5,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

> "RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

> "RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 8th day of March, 2017.

The Cincinnati Insurance Company CORPORATE SEAL OHIO

THE CINCINNATI INSURANCE COMPANY

Stephen A. Jutte

Vice President

STATE OF OHIO)
COUNTY OF BUTLER) ss:

On this 8th day of March, 2017, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

NOTARIAL SEAL STATE OF OHIO

Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 27th day of April 2022 .

The Cincinnati Insurance Company CORPORATE SEAL OHIO

Steven D. Dan

Secretary

BN-1005 (3/17)

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
12000 2nd St. SE
Becker, MN 55308

BID FROM: MN Acoustics

8750 Jefferson Hwy

Maple Grove, MN 55369

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 10- Acoustical Ceilings, Acoustical Treatments
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ One Hundred Forty Five Thousand Three Hundred dollars | $ 145,300.00

2. **Work Scope** N/A
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ N/A | $ N/A

3. **Work Scope** N/A
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ N/A | $ N/A

4. **COMBINED WORK SCOPE BID**
   a. **The Bidder agrees to perform all work in the following Work Scopes:**

N/A

for the Combined Base Bid Sum of:

$ N/A $ N/A

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

$ N/A $ N/A

ALTERNATES:

Alternate No. 1: Controls

1. **Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.**
   a. **Controls by Alerton**

$ N/A $ N/A

   b. **Controls by Automated Logic**

$ N/A $ N/A

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 07/25/2022 Addenda No. 3 Dated 08/05/2022

Addenda No. 2 Dated 08/01/2022 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 8750 Jefferson Hwy

City: Maple Grove State: MN Zip: 55369

Phone Number: 763-416-2891 Fax Number: N/A

Name (typed or printed): Jeremy Pittman

Signature:

Title: Project Manager

Date: 08/11/2022

END OF SECTION 00 41 13

AIA® Document A310™ – 2010

Bond No. RB0089845

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Minnesota Acoustics Inc.
8750 Jefferson Highway

Maple Grove, MN 55369

SURETY:
(Name, legal status and principal place of business)

Granite Re, Inc.
14001 Quailbrook Drive

Oklahoma City, OK 73134

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

ISD#726-Becker Public Schools

BOND AMOUNT: Five Percent of the Bid Amount (5% of Bid Amount)

PROJECT: Becker Primary School/EEC Additions and Renovations
(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 10th day of August, 2022

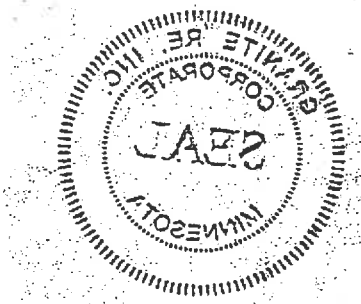
(Witness)	Minnesota Acoustics Inc. *(Principal)* *(Seal)*
(Witness)	*(Title)* President
	Granite Re, Inc. *(Surety)* *(Seal)*
	(Title) Troy Staples, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

AIA Document A310™– 2010. Copyright ©1963, 1970 and 2010 by The American Institute of Architects. **All rights reserved. WARNING:** This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

051110


GRANITE RE INC
CORPORATE
SEAL
MINNESOTA

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____ _____ to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of MN)
County of Hennepin)

On this 11 day of August, in the year 2022, before me personally come(s) Josh Pittman, to me known, who, being duly sworn, deposes and says that he/she is the President of the Minnesota Acoustics, Inc the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

STACY L ALAMA
Notary Public
Minnesota
My Commission Expires
Jan 31, 2025

Stacy Alama
Notary Public

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
)
County of Dakota)

On this 10th day of August, in the year 2022, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of Granite Re, Inc. with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Granite Re, Inc. company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.

ANDREA MARIE CONNOLLY-DEES
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2025

_____
Notary Public

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

WANDA FRANZ; TOM LAHL; TOM KEMP: LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

WANDA FRANZ; TOM LAHL; TOM KEMP: LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
Commission #: 11003620

Notary Public

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 10th day of August, 2022.

Kyle P. McDonald, Assistant Secretary

GR0800-1

GRANITE RE, INC
CORPORATE
SEAL
MINNESOTA

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
1200 Hancock Street
Becker, MN 55308

BID FROM: **Grazzini Brothers & Company**

1175 Eagan Industrial Road

Eagan, MN 55121

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope 11 Flooring and Tile**
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ **Four Hundred Eighteen Thousand Five Hundred Seventy Dollars** | $ **418,570.00**

2. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$_____ | $

3. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$_____ | $

4. **COMBINED WORK SCOPE BID**

   a. **The Bidder agrees to perform all work in the following Work Scopes:**

_____

for the Combined Base Bid Sum of:

$_____ $

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

$_____ $

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 07/25/2022 Addenda No. 3 Dated 08/05/2022

Addenda No. 2 Dated 08/01/2022 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: **1175 Eagan Industrial Road**

City: **Eagan** State: **MN** Zip: **55121**

Phone Number: **651-994-4140** Fax Number: **651-452-2701**

Name (typed or printed): **Chad Haase**

Signature: Chad Haase

Title: **Senior Project Manager**

Date: **08/11/2022**

END OF SECTION 00 41 13

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Grazzini Brothers & Company

1175 Eagan Industrial Road
Eagan, MN 55121

OWNER:
(Name, legal status and address)
Becker Public Schools - ISD #726

12000 Hancock Street
Becker, MN 55308

BOND AMOUNT:
Five Percent (5%) of Total Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
Becker Public Schools Primary/EEC Additions & Remodeling, WS 11: Flooring and Tile

SURETY:
(Name, legal status and principal place of business)
Western Surety Company
151 N Franklin Street
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **11th** day of **August, 2022.**

Jessica R Olson
(Witness)

Grazzini Brothers & Company
(Principal) *(Seal)*

(Title) **Gregory P. Grazzini, President/CEO**

(Witness)

Western Surety Company
(Surety) *(Seal)*

Nicole Stillings
(Title) **Nicole Stillings, Attorney-in-Fact**

By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond.

CORPORATE ACKNOWLEDGMENT

State of **Minnesota**)
) ss
County of **Dakota**)

On this **11th** day of **August** **2022**, before me appeared **Gregory P. Grazzini**, to me personally known, who, being by me duly sworn, did say that he/she is the **President/CEO** of **Grazzini Brothers & Company**, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and that said **Gregory P. Grazzini** acknowledged said instrument to be the free act and deed of said corporation.

MONIQUE M NAVARRETTE
Notary Public
Minnesota
My Commission Expires
Jan 31, 2026

Notary Public Dakota County, Minnesota
My commission expires 01/31/2026

SURETY ACKNOWLEDGMENT

State of **Minnesota**)
) ss
County of **Hennepin**)

On this **11th** day of **August** **2022**, before me appeared **Nicole Stillings**, to me personally know, who being by me duly sworn, did say that (s)he is the Attorney-in-Fact of **Western Surety Company**, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was executed in behalf of said corporation by authority of its Board of Directors; and that said **Nicole Stillings** acknowledged said instrument to be the free act and deed of said corporation.

LIN ULVEN
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2025

Notary Public Ramsey County, Minnesota
My commission expires 1/31/2025

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

R. W. Frank, Nicole Stillings, Rachel Thomas, Joshua R. Loftis, Ted Jorgensen, Sandra M. Engstrum, Melinda C. Blodgett, R. C. Bowman, Brian J. Oestreich, Lin Ulven, Emily White, Nathan Weaver, C. White, Individually

of Minneapolis, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of December, 2021.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 21st day of December, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this **11th** day of **August** . **2022**

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
12000 2nd St. SE
Becker, MN 55308

BID FROM: MCI, Inc.

26 1st Ave N

Waite Park, MN 56387

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 11 - Flooring and Tile
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ Four Hundred Sixty Seven Thousand and 00/100 | $ 467,000.00

2. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$_____ | $ N/A

3. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$_____ | $ N/A

4. **COMBINED WORK SCOPE BID**
   a. **The Bidder agrees to perform all work in the following Work Scopes:**

_____

for the Combined Base Bid Sum of:

$_____ $ N/A

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

$_____ $ N/A

ALTERNATES:

Alternate No. 1: Controls

1. **Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.**
   a. **Controls by Alerton**

$_____ $ N/A

   b. **Controls by Automated Logic**

$_____ $ N/A

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/25/22 Addenda No. 3 Dated 8/5/22

Addenda No. 2 Dated 8/1/22 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 26 1st Ave N

City: Waite Park State: MN Zip: 56387

Phone Number: 320.253.5078 Fax Number: _____

Name (typed or printed): Manuel Cuevas

Signature: Manuel Cuevas

Title: Sr. Project Manager

Date: 8/10/22

END OF SECTION 00 41 13

AIA Document A310™ – 2010

Bond No. RB0089842

Bid Bond

CONTRACTOR:
Name, legal status and address)
M.C.I. Inc. DBA Multiple Concepts Interiors
26 - 1st Avenue N.

Waite Park, MN 56387

SURETY:
(Name, legal status and principal place of business)

Granite Re, Inc.
14001 Quailbrook Drive

Oklahoma City, OK 73134

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

ISD#726-Becker Public Schools

BOND AMOUNT: Five Percent of the Bid Amount (5% of Bid Amount)

PROJECT: Becker Public Schools - Becker Primary/EEC Additions and Remodeling - Work Scope 11: Flooring and Tile
(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (I) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 9th day of August, 2022

(Witness)	**M.C.I. Inc. DBA Multiple Concepts Interiors** *(Principal)* *(Seal)*
(Witness)	*(Title)* **Granite Re, Inc.** *(Surety)* *(Seal)*
	(Title) **Troy Staples, Attorney-in-Fact**

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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061110

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____ to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of MN)
)
County of Stearns)

On this 11 day of August, in the year 2022, before me personally come(s) Manuel Cuevas, to me known, who, being duly sworn, deposes and says that he/she is the VP of the MCI, Inc., the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

_____
Notary Public

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
)
County of Dakota)

JEFFREY MICHAEL NOYES
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 01/31/26

On this 9th day of August, in the year 2022, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of Granite Re, Inc. with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Granite Re, Inc. company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.

ANDREA MARIE CONNOLLY-DEES
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2025

_____
Notary Public

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

WANDA FRANZ; TOM LAHL; TOM KEMP: LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

WANDA FRANZ; TOM LAHL; TOM KEMP: LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

SEAL

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
Commission #: 11003620

BETHANY J. ALLRED NOTARY PUBLIC STATE OF OKLAHOMA COMMISSION # 11003620 MY COMMISSION EXPIRES 04/21/2023

Notary Public

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 9th day of August, 2022.

SEAL

Kyle P. McDonald, Assistant Secretary

GR0800-1

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
12000 2nd St. SE
Becker, MN 55308

BID FROM: Summit Fire Protection

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** #12 - Fire Suppression
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ One Hundred Twenty Four Thousand Dollars | $ 124,000.00

2. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$_____ | $

3. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$_____ | $

4. **COMBINED WORK SCOPE BID**
   a. **The Bidder agrees to perform all work in the following Work Scopes:**

No Bid

for the Combined Base Bid Sum of:

$_____ $

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

$ N/A $ 0.00

ALTERNATES:

Alternate No. 1: Controls

1. **Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.**
   a. **Controls by Alerton**

$ No Change $ 0.00

   b. **Controls by Automated Logic**

$ No Change $ 0.00

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/25/22 Addenda No. 2 Dated 8/1/22

Addenda No. 3 Dated 8/5/22 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 418 Great Oak Drive

City: Waite Park State: MN Zip: 56387

Phone Number: 320-257-6390 Fax Number: 320-257-6392

Name (typed or printed): Chad Larsen

Signature:

Title: Estimator

Date: August 11th, 2022

END OF SECTION 00 41 13

AIA Document A310™ – 2010

Bond No. **CB0000165**

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Summit Fire Protection Co.
418 Great Oak Drive

Waite Park, MN 56387

SURETY:
(Name, legal status and principal place of business)

XL Specialty Insurance Company
505 Eagleview Blvd., Suite 100

Exton, PA 19341

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

ISD#726-Becker Public Schools

BOND AMOUNT: Five Percent of the Bid Amount (5% of Bid Amount)

PROJECT: Becker Public Schools Primary/EEC Addition and Remodel (Fire Protection)
(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, **or** within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (I) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 4th day of August, 2022

(Witness)	**Summit Fire Protection Co.** *(Principal)* *(Seal)*
	(Title) Fire Protection Manager
(Witness)	**XL Specialty Insurance Company** *(Surety)* *(Seal)*
	(Title) **Jennifer Boyles, Attorney-in-Fact**

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____ _____ to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of Minnesota)
)
County of Stearns)

On this 10th day of August, in the year 2022, before me personally come(s) Jeff C. Jacobson, to me known, who, being duly sworn, deposes and says that he/she is the Fire Sprinkler Manager of the Summit Fire Protection _____ the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

_____
Notary Public

Jennifer Lynn Roehl
Notary Public - Minnesota
My Commission Expires January 31, 2024

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
)
County of Dakota)

On this 4th day of August, in the year 2022, before me personally come(s) Jennifer Boyles, Attorney(s)-in-Fact of XL Specialty Insurance Company with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of XL Specialty Insurance Company company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.

ANDREA MARIE CONNOLLY-DEES
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2025

_____
Notary Public

DocuSign Envelope ID: 62DB5CE0-1562-4433-B651-DC1CB7D296DE

Power of Attorney
XL Specialty Insurance Company
XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER
LIMITED POWER OF ATTORNEY
XL 1619721

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, , do hereby nominate, constitute, and appoint:

Jennifer Boyles, Nicholas Hochban, Thomas Kemp, Zachary Pate, Troy Staples, Tom Lahl

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed $100,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this July 18th, 2022.

XL SPECIALTY INSURANCE COMPANY CORPORATE SEAL DELAWARE

XL SPECIALTY INSURANCE COMPANY

by: Gregory Boal, VICE PRESIDENT

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

Attest: Kevin M. Mirsch, ASSISTANT SECRETARY

On this 18th day of July, 2022, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.

Commonwealth of Pennsylvania - Notary Seal
S Grace Freed-Brown, Notary Public
Chester County
My commission expires March 5, 2026
Commission number 1328812
Member, Pennsylvania Association of Notaries

S. Grace Freed-Brown, NOTARY PUBLIC

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
1200 Hancock Street
Becker, MN 55308

BID FROM: Breth-Zenzen Fire Protection
8053 Sterling Drive -Ste 101
St. Joseph, MN 56374

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Middle School/High School Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 12- Fire Suppression
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ Seventy two thousand five hundred twenty | $ 72,520

2. **Work Scope** N/A
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ N/A | $ Ø

3. **Work Scope** N/A
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ Ø

$ N/A

4. **COMBINED WORK SCOPE BID**
   a. **The Bidder agrees to perform all work in the following Work Scopes:**

N/A

for the Combined Base Bid Sum of:

$ N/A $ 0

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

$ N/A $ 0

ALTERNATES:

Alternate No. 1 Controls

1. ***Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.***

   ~~a.~~ Controls by Alerton ~~with approved installation by NAC~~

   $ 0 $ 0

   ~~b. Controls by Alerton with approved installation by HumeraTech~~

   ~~c.~~ Controls by Automated Logic ~~with approved installation by Automated Technologies~~

   $ 0 $ 0

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7-18-22 Addenda No. 3 Dated 7-29-22

Addenda No. 2 Dated 7-25-22 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 8053 Sterling Drive - Suite 101

City: St. Joseph State: MN Zip: 56374

Phone Number: 320-363-0900 Fax Number: 320-363-0901

Name (typed or printed): Andy Brett

Signature: _____

Title: Partner

Date: 8-4-22

END OF SECTION 00 41 13

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Breth-Zenzen Fire Protection, LLC

8053 Sterling Drive, Suite 101
St. Joseph, MN 56374

SURETY:
(Name, legal status and principal place of business)
Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
Becker Public School District ISD #726
12000 Hancock Street
Becker, MN 55308

BOND AMOUNT: ***FIVE PERCENT OF AMOUNT BID***

PROJECT:
(Name, location or address, and Project number, if any)
Becker Middle-High Schools Additions & Remodeling

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **4th** day of **August** **2022**

	Breth-Zenzen Fire Protection, LLC
(Witness)	*(Principal)* *(Seal)*
	(Title)
	Liberty Mutual Insurance Company
(Witness)	*(Surety)* *(Seal)*
	(Title) **Thomas O. Chambers, Attorney-in-Fact**

Init.
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LIBERTY MUTUAL INSURANCE COMPANY BOSTON, MASS. 3247

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8207515-969054

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Chelsea A. Bremer; David J. Rudnik; Eric Olson; Kimberly S. Rasch; Thomas O. Chambers; Todd Schaap

all of the city of Franksville state of WI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of March, 2022.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 17th day of March, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of August, 2022.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

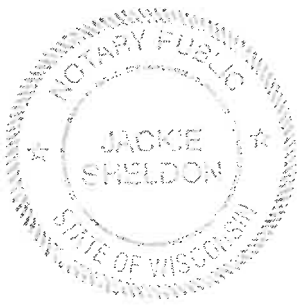
STATE OF WISCONSIN)

COUNTY OF **Racine**)

ON THIS **4th** day of **August**, **2022**, before me, a notary public, within and for said County and State, personally appeared **Thomas O. Chambers** to me personally known, who being duly sworn, upon oath did say that he is the Attorney-in-Fact of and for the **Liberty Mutual Insurance Company**, a corporation of **Massachusetts**, created, organized and existing under and by virtue of the laws of the State of **Massachusetts**; that the corporate seal affixed to the foregoing within instrument is the seal of the said Company; that the seal was affixed and the said instrument was executed by authority of its Board of Directors; and the said **Thomas O. Chambers** did acknowledge that he/she executed the said instrument as the free act and deed of said Company.

Jackie Sheldon

Jackie Sheldon
Notary Public, **Racine** County, Wisconsin
My Commission Expires **2/13/2023**



SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
12000 2nd St. SE
Becker, MN 55308

BID FROM: Climate Makers, Inc.

1700 Freeway BLVD Suite 10

Brooklyn Center, MN 55430

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** #13 Mechanical
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ TWO MILLION FIVE HUNDRED SEVENTEEN THOUSAND | $ 2,517,000.00

2. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ _____ | $

3. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ _____ | $

4. **COMBINED WORK SCOPE BID**
   a. **The Bidder agrees to perform all work in the following Work Scopes:**

_____

for the Combined Base Bid Sum of:

$_____ | $

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

$ N/A | $

ALTERNATES:

Alternate No. 1: Controls

1. **Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.**
   a. **Controls by Alerton**

$ ADD THREE HUNDRED | $ +300.00

   b. **Controls by Automated Logic**

$ Deduct TWELVE THOUSAND | $ -12,000.00

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/25/22 Addenda No. 3 Dated 8/5/22

Addenda No. 2 Dated 8/1/22 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 1700 Freeway BLVD Suite 10

City: Brooklyn Center State: MN Zip: 55430

Phone Number: 763-786-5999 Fax Number: 763-786-3893

Name (typed or printed): Dave Overbeek

Signature:

Title: Construction Manager

Date: 8/11/22

END OF SECTION 00 41 13

AIA® Document A310™ – 2010

Bond No. **RB0089823**

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Climate Makers, Inc.
1700 Freeway Boulevard, Suite 10

Brooklyn Center, MN 55430

SURETY:
(Name, legal status and principal place of business)

Granite Re, Inc.
14001 Quailbrook Drive

Oklahoma City, OK 73134

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

ISD#726-Becker Public Schools

BOND AMOUNT: Five Percent of the Bid Amount (5% of Bid Amount)

PROJECT: Becker Schools Primary/EEC Additions and Remodeling
(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **5th** day of **August, 2022**

(Witness)	**Climate Makers, Inc.** *(Principal)* *(Seal)*
	(Title) CONSTRUCTION MANAGER
(Witness)	**Granite Re, Inc.** *(Surety)* *(Seal)*
	(Title) **Jennifer Boyles, Attorney-in-Fact**

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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061110

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____ _____ to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of MN)
)
County of CROW WING)

On this 11th day of AUGUST, in the year 2022, before me personally come(s) DAVE OVERBEEK, to me known, who, being duly sworn, deposes and says that he/she is the CONSTRUCTION MANAGER of the CLIMATE MAKERS, INC. _____ the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Mark L. Ondracek
Notary Public

ACKNOWLEDGMENT OF SURETY

MARK L ONDRACEK
Notary Public, State of Minnesota
My Commission Expires
January 31, 2024

State of Minnesota)
)
County of Dakota)

On this 5th day of August, in the year 2022, before me personally come(s) Jennifer Boyles, Attorney(s)-in-Fact of Granite Re, Inc. with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Granite Re, Inc. company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.

TONI L. FERRILL
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2027

Toni Ferrill
Notary Public

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

WANDA FRANZ; TOM LAHL; TOM KEMP: LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

WANDA FRANZ; TOM LAHL; TOM KEMP: LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

GRANITE RE, INC. CORPORATE SEAL MINNESOTA

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
Commission #: 11003620

BETHANY J. ALRED #11003620 EXP. 04/21/23 STATE OF OKLAHOMA NOTARY PUBLIC

Notary Public

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 5th day of August, 2022.

GRANITE RE, INC. CORPORATE SEAL MINNESOTA

Kyle P. McDonald, Assistant Secretary

GR0800-1

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
12000 2nd St. SE
Becker, MN 55308

BID FROM: RJ Mechanical, Inc.
PO Box 373 901 N Industrial Park Rd.
Mora, MN 55051

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 13 Mechanical
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ Two million two hundred seven thousand $2,207,000.00 no/100

2. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$_____ $

3. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$_____ $

4. **COMBINED WORK SCOPE BID**
   a. **The Bidder agrees to perform all work in the following Work Scopes:**

_____

for the Combined Base Bid Sum of:

$_____ | $

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

$ N/B | $

ALTERNATES:

Alternate No. 1: Controls

1. **Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.**
   a. **Controls by Alerton**

$ 300.00 (Add) | $ 300.00

   b. **Controls by Automated Logic**

$ 64,848.00 (Add) | $ 64,848.00

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/26/22 Addenda No. 2 Dated 8/01/22

Addenda No. 3 Dated 8/08/22 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 901 N Industrial Park Rd.

City: Mora State: MN Zip: 55051

Phone Number: 320-679-0602 Fax Number: 320-679-0356

Name (typed or printed): Mike Erickson

Signature: Mike Erick

Title: Vice President

Date: 8/10/22

END OF SECTION 00 41 13

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Bid Bond

CONTRACTOR:
(Name, legal status and address)
R. J. Mechanical, Inc.

901 N. Industrial Park Rd.
Mora, MN 55051

SURETY:
(Name, legal status and principal place of business)
Hudson Insurance Company
100 William Street, 5th Floor
New York, NY 10038

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
Becker Public Schools ISD 726
12000 Hancock Street
Becker, MN 55308

BOND AMOUNT: ***FIVE PERCENT OF AMOUNT BID***

PROJECT:
(Name, location or address, and Project number, if any)
Becker Public Schools Primary/EEC Additions and Remodel

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **11th** day of **August** **2022**

(Witness) Rich Hauton	**R. J. Mechanical, Inc.** Mike Ende
	(Principal) Vice President *(Seal)*
	(Title)
(Witness) Jacki Sheldon	**Hudson Insurance Company**
	(Surety) *(Seal)*
	(Title) **Todd Schaap, Attorney-In-Fact**

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HUDSON INSURANCE GROUP

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Thomas O. Chambers and Todd Schaap

of the State of Wisconsin

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **Twenty Five Million Dollars ($25,000,000.00).**

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 3rd day of June, 20 22 at New York, New York.

(seal)

HUDSON INSURANCE COMPANY

Attest.....
Dina Daskalakis
Corporate Secretary

By.....
Michael P. Cifone
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

On the 3rd day of June, 2022 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of **HUDSON INSURANCE COMPANY**, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)

.....
ANN MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2025

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned **Dina Daskalakis** hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 11th day of August, 2022.

(seal)

By.....
Dina Daskalakis, Corporate Secretary

STATE OF WISCONSIN)

COUNTY OF **Kenosha**)

ON THIS **11th** day of **August**, **2022**, before me, a notary public, within and for said County and State, personally appeared **Todd Schaap** to me personally known, who being duly sworn, upon oath did say that he is the Attorney-in-Fact of and for the **Hudson Insurance Company**, a corporation of **Delaware**, created, organized and existing under and by virtue of the laws of the State of **Delaware**; that the corporate seal affixed to the foregoing within instrument is the seal of the said Company; that the seal was affixed and the said instrument was executed by authority of its Board of Directors; and the said **Todd Schaap** did acknowledge that he/she executed the said instrument as the free act and deed of said Company.

Megan Otto
Notary Public, **Kenosha** County, Wisconsin
My Commission Expires **3/3/2024**

MEGAN OTTO NOTARY PUBLIC STATE OF WISCONSIN

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
12000 2nd St. SE
Becker, MN 55308

BID FROM: Sentra-Sota Sheet Metal Inc.
3075 3rd Street South
White Bear, MN 56387

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 13 Mechanical
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ Two million, thirty-three thousand dollars | $ 2,033,000 W

2. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$_____ | $

3. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$_____ | $

4. **COMBINED WORK SCOPE BID**
   a. **The Bidder agrees to perform all work in the following Work Scopes:**

_____

for the Combined Base Bid Sum of:

$_____ | $

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

$_____ | $

ALTERNATES:

Alternate No. 1: Controls

1. **Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.**
   a. **Controls by Alerton**

\+ $ One thousand dollars | + $ 1,000 (w)

   b. **Controls by Automated Logic**

– $ Twelve thousand dollars | – $ 12,000 (w)

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7-25-22 Addenda No. 3 Dated 8-5-22

Addenda No. 2 Dated 8-1-22 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 3075 3RD STREET SOUTH

City: WHITE PARK State: MN Zip: 56387

Phone Number: 320.252.3992 Fax Number: 320.252.5479

Name (typed or printed): JEFF POPP

Signature: [signature]

Title: VICE PRESIDENT

Date: 8-11-22

END OF SECTION 00 41 13

OHIO FARMERS INSURANCE COMPANY

Westfield Group®1 Park Circle, P O Box 5001, Westfield Center, Ohio 44251-5001

Conforms to Document A310™ - 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Sentra Sota Sheetmetal, Inc
3075 3rd Street South
Waite Park, MN 56387

SURETY:
(Name, legal status and principal place of business)
OHIO FARMERS INSURANCE COMPANY
1 Park Circle, PO Box 5001
Westfield Center, OH 44251-5001

OWNER:
(Name, legal status and address)
ISD #726 Becker Public Schools
12000 Hancock Street SE
Becker, MN 55308

BOND AMOUNT: Five Percent of Bid Amount----------(5%)----------

PROJECT:
(Name, location or address, and Project number, if any)
Becker Public Schools - Primary/EEC Additions & Remodeling
Becker, MN

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 10th day of August, 2022.

(Witness)

(Witness)

Sentra Sota Sheetmetal, Inc.
(Principal) *(Seal)*
By: Jeff Bechtold - President
(Title)

OHIO FARMERS INSURANCE COMPANY
(Surety) *(Seal)*
By: Kathryn Brophy
Kathryn Brophy, Attorney-In-Fact *(Title)*

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CORPORATE ACKNOWLEDGEMENT

STATE OF Minnesota

COUNTY OF STEARNS

On the 10 day of August, 2022, before me, personally appeared Jesse Bachtold, to me known, who being by me duly sworn, did depose and say that (s)he resides in St. Cloud MN, that (s)he is the President of Sentra-Sixty Street Metal Inc the corporation described in and which executed the foregoing instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that (s)he signed his/her name thereto by like order.

(Notarial Seal) JEFFREY P. WALETZKO NOTARY PUBLIC - MINNESOTA My Commission Expires Jan. 31, 2025

(Notary Signature)

ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF MINNESOTA

COUNTY OF STEARNS

On the 10th day of August, 2022, before me, appeared Kathryn Brophy, to me personally known, who being by me duly sworn, did say that (s)he is the aforesaid officer or attorney in fact of the Ohio Farmers Insurance Company, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the afoesaid officer acknowledged said instrument to be the free act and deed of said corporation.

(Notarial Seal) ANITA M. FICKER Notary Public-Minnesota My Commission Expires Jan 31, 2025

Anita M. Ficker

(Notary Signature)

"THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 11/30/20, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney

CERTIFIED COPY

POWER NO. 2260812 09

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
ANITA M. FICKER, CHRISTINA GRESSER, MARK A. GRESSER, CAROL WEBER, JERI FREDERICK, BRIAN NOHAVA, KATHRYN BROPHY, JOINTLY OR SEVERALLY

of WAITE PARK and State of MN its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship- - - -

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
12000 2nd St. SE
Becker, MN 55308

BID FROM: Masters Plumbing Heating & Cooling LLC
3446 St Hwy 29N
Alexandria, MN 56308

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 13 Mechanical
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ Two-million eleven thousand five-hundred — | $ 2,011,500.00

2. **Work Scope** NA
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ _____ | $

3. **Work Scope** NA
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ _____ | $

4. **COMBINED WORK SCOPE BID**
   a. **The Bidder agrees to perform all work in the following Work Scopes:**

NA

for the Combined Base Bid Sum of:

$_____ $

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

$ NA $

ALTERNATES:

Alternate No. 1: Controls

1. **Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.**
   a. **Controls by Alerton**

ADD $ One-thousand dollars $ 1,000.00

   b. **Controls by Automated Logic**

DEDUCT $ Twelve-thousand five hundred dollars ($ 12,500.00)

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7-25-22 Addenda No. 3 Dated 8-5-22

Addenda No. 2 Dated 8-1-22 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 3446 St Hwy 29 N

City: Alexandria State: MN Zip: 56308

Phone Number: 320-852-7065 Fax Number: 320-852-8043

Name (typed or printed): Jeremy Tilleskjor

Signature:

Title: President

Date: 8-11-22

END OF SECTION 00 41 13

AIA® Document A310™ – 1970

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
(Here insert full name and address or legal title of Contractor)
Masters Plumbing Heating and Cooling, LLC
3446 State Hwy 29 N
Alexandria, MN 56308

as Principal, hereinafter called the Principal, and
(Here insert full name and address or legal title of Surety)
Swiss Re Corporate Solutions America Insurance Corporation
1200 Main Street
Kansas City, MO 64105

a corporation duly organized under the laws of the State of **Missouri**
as Surety, hereinafter called the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)
ISD #726 – Becker Public Schools
12000 Hancock St
Becker, MN 55308

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent (5%) of the Amount of the Bid** Dollars ($ **5%**), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)
Becker Public Schools Primary/ EEC additions and remodeling- Work Scope 13: Mechanical

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **11th** day of **August, 2022**

(Witness)

Masters Plumbing Heating and Cooling, LLC
(Principal) (Seal)

(Title) President

Swiss Re Corporate Solutions America Insurance Corporation
(Surety)

(Witness)

(Title) **Name Alemdar**
Attorney-in-Fact

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORP. SEAL 1973 MISSOURI

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Minnesota

COUNTY OF Douglas

On this 11 day of August, 2022 before me personally appeared Jeremy Tillesjor to me known, who being by me duly sworn, that he is the President of the Masters Plumbing Heating & Cooling, the Limited Liability Company described in and which executed the foregoing instrument; that he knows the seal of said Limited Liability Company; that the seal affixed to said instrument is such company seal; that it was affixed by order of the Board of Governors of said Limited Liability Company; and that he signed his name thereto by like order.

ALICIA MORRISSETTE
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2026

Notary Public, Alicia Morrissette

(Notarial Seal)

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF Minnesota

COUNTY OF Washington

On this 11 day of August, 2022 before me appeared Name Alemdar to me personally known, who being duly sworn, did say that he is the aforesaid officer or attorney in fact of Swiss Re Corporate Solutions*, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid office acknowledged said instrument to be the free act and deed of said corporation.

* America Ins. Corp.

JEFFREY MITCHELL SETTEM
Notary Public - Minnesota
My Commission Expires
January 31, 2023

Notary Public,

(Notarial Seal)

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIALTY INSURANCE COMPANY ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

ALAN STARKS, JEFF SETTEM, MELISSA NORDIN, NAME ALEMDAR, CHARLES CHRISTENSEN, TYLER L. GERADS and ALEXANDRA KISSELL

JOINTLY or SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION ($200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

SWISS RE CORPORATE SOLUTIONS AMERICA INS CORP CORPORATE SEAL 1973 MISSOURI

SWISS RE CORPORATE SOLUTIONS PREMIER INS CORP CORPORATE SEAL MISSOURI

By _____
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By _____
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC

WESTPORT INSURANCE CORPORATION CORPORATE SEAL MISSOURI

IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 29TH day of APRIL, 2022

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

State of Illinois
County of Cook ss

On this 29TH day of APRIL, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SPCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

YASMIN A PATEL OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires May 28, 2023

Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 11th day of AUGUST, 2022.

Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
12000 2nd St. SE
Becker, MN 55308

BID FROM: Weidner Plumbing and Heating Co.
29 Wilson Ave NE
St. Cloud, MN 56304

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 13 - Mechanical
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ Two Million One Hundred Eighty Thousand Dollars | $ 2,180,000.00

2. **Work Scope** N/A
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ N/A | $ N/A

3. **Work Scope** N/A
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ N/A | $ N/A

4. **COMBINED WORK SCOPE BID**
   a. **The Bidder agrees to perform all work in the following Work Scopes:**

N/A

for the Combined Base Bid Sum of:

$ N/A $ N/A

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

$ N/A $ N/A

ALTERNATES:

Alternate No. 1: Controls

1. **Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.**
   a. **Controls by Alerton**

$ Add - One Thousand Dollars $ 1000.00

   b. **Controls by Automated Logic**

$ Deduct - Seven Thousand Dollars $ 7,000.00

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7-25-22 Addenda No. 3 Dated 8-05-22

Addenda No. 2 Dated 8-01-22 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 29 Wilson Ave NE

City: St. Cloud State: MN Zip: 56304

Phone Number: 320-252-3000 Fax Number: 320-252-3046

Name (typed or printed): Bruce Gohmann

Signature: Bruce Gohmann

Title: President

Date: 08/11/22

END OF SECTION 00 41 13

OHIO FARMERS INSURANCE COMPANY

Westfield Group®1 Park Circle, P O Box 5001, Westfield Center, Ohio 44251-5001

Conforms to Document A310™ - 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Weidner Plumbing and Heating Co.
29 Wilson Ave NE
Saint Cloud, MN 56302

SURETY:
(Name, legal status and principal place of business)
OHIO FARMERS INSURANCE COMPANY
1 Park Circle, PO Box 5001
Westfield Center, OH 44251-5001

OWNER:
(Name, legal status and address)
Becker Public Schools ISD #726
12000 2nd Street SE
Becker, MN 55308

BOND AMOUNT: Five Percent of Bid Amount----------(5%)----------

PROJECT:
(Name, location or address, and Project number, if any)
Becker Public Schools - Primary/EEC Additions & Remodeling
Work Scope#13 - Mechanical
Becker, MN

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 9th day of August, 2022.

(Witness)

(Witness)

Weidner Plumbing and Heating
(Principal) *(Seal)*
By: _____ *(Title)*

OHIO FARMERS INSURANCE COMPANY
(Surety) *(Seal)*
By: _____
Kathryn Brophy, Attorney-In-Fact *(Title)*

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CORPORATE ACKNOWLEDGEMENT

STATE OF MINNESOTA

COUNTY OF STEARNS

On the 9th day of August, 2022, before me, personally appeared Bruce Gohmann, to me known, who being by me duly sworn, did depose and say that (s)he resides in Clearwater, MN, that (s)he is the President of Weidner Plumbing and Heating Co. the corporation described in and which executed the foregoing instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that (s)he signed his/her name thereto by like order.

(Notarial Seal)

ANNA M. PLUMSKI
Notary Public-Minnesota
My Commission Expires Jan 31, 2027

Anna M Plumski

(Notary Signature)

ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF MINNESOTA

COUNTY OF STEARNS

On the 9th day of August, 2022, before me, appeared Kathryn Brophy, to me personally known, who being by me duly sworn, did say that (s)he is the aforesaid officer or attorney in fact of the Ohio Farmers Insurance Company, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the afoesaid officer acknowledged said instrument to be the free act and deed of said corporation.

(Notarial Seal)

ANNA M. PLUMSKI
Notary Public-Minnesota
My Commission Expires Jan 31, 2027

Anna M Plumski

(Notary Signature)

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 11/30/20, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney

CERTIFIED COPY

POWER NO. 2260812 09

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
ANITA M. FICKER, CHRISTINA GRESSER, MARK A. GRESSER, CAROL WEBER, JERI FREDERICK, BRIAN NOHAVA, KATHRYN BROPHY, JOINTLY OR SEVERALLY

of WAITE PARK and State of MN its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship- - - -

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
12000 2nd St. SE
Becker, MN 55308

BID FROM: St Cloud Refrigeration, Inc. dba SCR, Inc.

604 Lincoln Ave NE

St Cloud, MN 56304

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 13 - Mechanical
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ Two million one hundred sixty-eight thousand | $2,168,000

2. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$_____ | $

3. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$_____ | $

4. **COMBINED WORK SCOPE BID**
   a. **The Bidder agrees to perform all work in the following Work Scopes:**

_____

for the Combined Base Bid Sum of:

$_____ | $

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

$_____ | $

ALTERNATES:

Alternate No. 1: Controls

1. **Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.**
   a. **Controls by Alerton**

Add $ Eleven thousand five hundred | Add $11,500

   b. **Controls by Automated Logic**

Add $ Sixty-three thousand five hundred | Add $63,500

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/25/2022 Addenda No. 2 Dated 8/1/2022

Addenda No. 3 Dated 8/5/2022 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 604 Lincoln Ave NE

City: St. Cloud State: MN Zip: 56304

Phone Number: 320-251-6861 Fax Number: 320-251-9390

Name (typed or printed): Jesse Widmer

Signature: _____

Title: Project Manager/Estimator

Date: 8/11/2022

END OF SECTION 00 41 13

Bid Bond

CONTRACTOR:
(Name, legal status and address)
St. Cloud Refrigeration, Inc.
dba SCR, Inc.
604 Lincoln Avenue NE
St. Cloud, MN 56304

SURETY:
(Name, legal status and principal place of business)
Employers Mutual Casualty Company
PO Box 712
Des Moines, IA 50306-0712

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
Becker Public Schools - ISD #726
12000 Hancock Street
Becker, MN 55308

BOND AMOUNT:
Five Percent (5%) of Total Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
Becker Public Schools Primary/EEC Additions & Remodeling, WS 13: Mechanical

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **11th** day of **August, 2022.**

(Witness)

St. Cloud Refrigeration, Inc. dba SCR, Inc.
(Principal) *(Seal)*

(Title),

(Witness)

Employers Mutual Casualty Company
(Surety) *(Seal)*

(Title) **Colby D. White, Attorney-in-Fact**

By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond.

CORPORATE ACKNOWLEDGMENT

State of **Minnesota**)
) ss
County of Benton)

On this **11th** day of **August** **2022**, before me appeared Mike Fitch, to me personally known, who, being by me duly sworn, did say that he/she is the CEO of **St. Cloud Refrigeration, Inc. dba SCR, Inc.**, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and that said Mike Fitch acknowledged said instrument to be the free act and deed of said corporation.

TONYA M. LARDY
NOTARY PUBLIC-MINNESOTA
My Comm. Exp. Jan. 31, 2025

Notary Public Benton County, Minnesota
My commission expires 1/31/25

SURETY ACKNOWLEDGMENT

State of **Minnesota**)
) ss
County of **Hennepin**)

On this **11th** day of **August** **2022**, before me appeared **Colby D. White**, to me personally know, who being by me duly sworn, did say that (s)he is the Attorney-in-Fact of **Employers Mutual Casualty Company**, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was executed in behalf of said corporation by authority of its Board of Directors; and that said **Colby D. White** acknowledged said instrument to be the free act and deed of said corporation.

SARAH J DRAGT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2024

Notary Public Sherburne County, Minnesota
My commission expires 1/31/2024

P.O. Box 712 • Des Moines, Iowa 50306-0712

EMC INSURANCE

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Colby D. White, Ted Jorgensen, Joshua R. Loftis, Brian J. Oestreich, Nathan Weaver, R. C. Bowman, Kurt C. Lundblad, Sandra M. Engstrum, Emily R. White, Rachel Thomas, Lin Ulven, Melinda C. Blodgett, Nicole Stillings

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Surety Bond:

Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire October 10th , 2022 , unless sooner revoked.

AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 30th day of March , 2020 .

Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

ILLINOIS EMCASCO INSURANCE COMPANY CORPORATE SEAL IOWA

UNION INSURANCE COMPANY OF PROVIDENCE INCORPORATED 1863 IOWA

EMC PROPERTY & CASUALTY CO. INCORPORATED 1953 IOWA

EMCASCO INSURANCE COMPANY CORPORATE SEAL IOWA

DAKOTA FIRE INSURANCE COMPANY CORPORATE SEAL NORTH DAKOTA

EMPLOYERS MUTUAL CASUALTY CO. CORPORATE SEAL DES MOINES, IOWA

KATHY LOVERIDGE
Commission Number 780769
My Commission Expires
October 10, 2022

On this 30th day of March , 2020 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2022.

Kathy Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 30th day of March , 2020 , are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 11th day of August , 2022 .

Vice President

"For verification of the authenticity of the Power of Attorney you may call (515) 345-2689."

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
12000 2nd St. SE
Becker, MN 55308

BID FROM: **McDOWALL COMPANY**

1431 PROSPER DRIVE

WAITE PARK, MN 56387

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** **#13 - MECHANICAL**
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ Two million two hundred sixty nine thousand seven hundred — $2,269,700

2. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$_____ — $

3. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$_____ — $

4. **COMBINED WORK SCOPE BID**
   a. **The Bidder agrees to perform all work in the following Work Scopes:**

_____

for the Combined Base Bid Sum of:

$_____ | $

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

$ **NO BID** | $

ALTERNATES:

Alternate No. 1: Controls

1. **Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.**
   a. **Controls by Alerton**

Add $_____ | $5,000

   b. **Controls by Automated Logic**

$ no change | $

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. **1** Dated **7/25/22** Addenda No. **2** Dated **8/1/22**

Addenda No. **3** Dated **8/5/22** Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: **1431 PROSPER DRIVE**

City: **WAITE PARK** State: **MN** Zip: **56387**

Phone Number: **320-251-8640** Fax Number: **320-251-9317**

Name (typed or printed): **MARK DINGMANN**

Signature: 

Title: **VICE-PRESIDENT**

Date: **8/11/22**

END OF SECTION 00 41 13

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
McDowall Company
PO Box 606
Waite Park, MN 56387

SURETY:
(Name, legal status and principal place of business)
Western Surety Company
151 N. Franklin St.
Chicago, IL 60606

OWNER:
(Name, legal status and address)
Becker Public Schools, ISD #726
12000 Hancock Street
Becker, MN 55308

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of Amount Bid (5%)

PROJECT:
(Name, location or address, and Project number, if any)
Becker Schools Primary/EEC Additions & Remodeling - 12050 Hancock St SE, Becker, MN 55308; Bid Category: #13 - Mechanical

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 11th day of August, 2022

Amy Horn
(Witness)

McDowall Company
(Principal) *(Seal)*

(Title) Vice President

Mitchell Mayer
(Witness)

Western Surety Company
(Surety) *(Seal)*

(Title) Dena Grunhovd Attorney-in-fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.
/

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CORPORATE ACKNOWLEDGMENT

STATE OF MN
COUNTY OF Benton

On the 11th day of August 2022. before me personally appeared, Mark Dingmann to me, who being duly sworn, did depose and say: that s/he resides in Sartell, MN that s/he is the Vice President of the McDowall Company the corporation described in and which executed the foregoing instrument; that s/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that s/he signed her/his name thereto by like order.

(SEAL)

NANCY D. PFEIFFER
NOTARY PUBLIC - MINNESOTA
My Comm. Exp. Jan. 31, 2025

Notary Public

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA
COUNTY OF Stearns

On the 11th day of August, 2022 before me personally appeared, Dena Grunhovd to me known, who being duly sworn, did say: that s/he resides in Minnesota that s/he is the aforesaid officer or attorney in fact of Western Surety Company a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument as signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

(SEAL)

Notary Public

BRENDA S. KLIMSTRA
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2025

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Litton E S Field Jr, Nicole M Coty, Jonathan N Vagle, Mark Alan Thune, Mutya Alvaran Enoksen, Gayle L Thorson, Jeffrey R Skaar, Individually, of Mendota Heights, MN
Kevin Paulson, Tom Corneil, Chad Christianson, De Ette J Wurm, Debra M Bledsoe, Brenda S Klimstra, Erin Pohlman, Deb Geislinger, Jacqueline Riley, Dana Kerfeld, Brittany Bauer, Laurie Litke, Amanda Plantenberg, Dena Grunhovd, Leslie Seehusen, Naomi Lermon, Individually, of Saint Cloud, MN

its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of August, 2022.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 2nd day of August, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT NOTARY PUBLIC SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of August 2022

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
12000 2nd St. SE
Becker, MN 55308

BID FROM: El-Jay Plumbing & Heating, Inc.
520 Apollo Ave NE
St. Cloud, MN 56304

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 13 Mechanical
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ two million one hundred seventy-eight thousand dollars | $ 2,178,000.00

2. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$_____ | $

3. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$_____ | $

4. **COMBINED WORK SCOPE BID**
   a. **The Bidder agrees to perform all work in the following Work Scopes:**

_____

for the Combined Base Bid Sum of:

$_____ | $

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

$_____ | $

ALTERNATES:

Alternate No. 1: Controls

1. **Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.**
   a. **Controls by Alerton**

$ three hounded dollars Add | $ 300.00

   b. **Controls by Automated Logic**

$ sixty-five thousand dollars Add | $ 65,000.00

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 07/25/22 Addenda No. 2 Dated 08/01/22

Addenda No. 3 Dated 08/05/22 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 520 Apollo Ave NE

City: St. Cloud State: MN Zip: 56304

Phone Number: 320-251-8330 Fax Number: 320-251-4133

Name (typed or printed): Bryant Fritz

Signature:

Title: President

Date: 08/11/22

END OF SECTION 00 41 13

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
EL-JAY PLUMBING & HEATING, INC.
520 APOLLO AVENUE NE
ST. CLOUD, MN 56304

SURETY:
(Name, legal status and principal place of business)
WESTFIELD INSURANCE COMPANY
P.O. BOX 5001
WESTFIELD CENTER, OH 44251-5001

OWNER:
(Name, legal status and address)
INDEPENDENT SCHOOL DISTRICT #726
BECKER PUBLIC SCHOOLS
12000 HANCOCK STREET
BECKER, MN 55308

BOND AMOUNT:
Five Percent of the Amount of the Attached Bid---(5%)

PROJECT:
(Name, location or address, and Project number, if any)
Becker Public Schools Primary/ECC Addition & Remodel
Work Scope 13-Mechanical

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **11th** day of **August, 2022**

(Witness)

EL-JAY PLUMBING & HEATING, INC.
(Principal) *(Seal)*

(Title)

Sean Smith
(Witness)

WESTFIELD INSURANCE COMPANY
(Surety) *(Seal)*

(Title) **Sean McBride, Attorney-in-Fact**

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

AIA Document A310TM-2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Hennepin)

On this 11th day of August, 20 22, before me personally appeared Sean McBride to me known, who, being by me duly sworn, did depose and say: that s/he resides at Blaine, Minnesota, that s/he is the Attorney-in-Fact of Westfield Insurance Company, the corporation described in and which executed the annexed instrument; that s/he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that s/he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

CARL M. GODZIEK
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2023

Notary Public

ACKNOWLEDGMENT OF CORPORATION

State of Minnesota)
County of Stearns)

On this 11th day of August, 20 22, before me personally appeared Bryant Fritz, to me known, who being by me first duly sworn, did depose and say that s/he resides in Stearns County that s/he is the President of El-Jay Plumbing & Heating, Inc. the corporation described in and which executed the foregoing instrument; that s/he knows the corporate seal of said corporation, that the corporate seal affixed to said instrument is such corporate seal, that it was so affixed by order and authority of the Board of directors of said corporation, and that s/he signed his/her name thereto by like order and authority.

Notary Public

EMILY L. FRITZ
NOTARY PUBLIC - MINNESOTA
My Comm. Exp. Jan. 31, 2025

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 11/12/20, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney

CERTIFIED COPY

POWER NO. 2261112 11

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

MARY JO DINGWALL, CARL M. GODZIEK, SEAN MCBRIDE, YARALITZA RIVAS, MICHAEL J. JACOBS, JOINTLY OR SEVERALLY

of MINNETONKA and State of MNits true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship- - - -

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
12000 2nd St. SE
Becker, MN 55308

BID FROM: Ebert Inc dba Ebert Construction

23350 County Rd 10

Corcoran, MN 55357

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** #15 - Post & Frame Strorage Building
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ two hundred twenty seven thousand | $ 227,000

2. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$_____ | $

3. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$_____ | $

4. **COMBINED WORK SCOPE BID**
   a. **The Bidder agrees to perform all work in the following Work Scopes:**

_____

for the Combined Base Bid Sum of:

$_____ $

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

$ NA $ NA

ALTERNATES:

Alternate No. 1: Controls

1. **Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.**
   a. **Controls by Alerton**

$ NA $ NA

   b. **Controls by Automated Logic**

$ NA $ NA

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/25/22 Addenda No. 3 Dated 8/5/22

Addenda No. 2 Dated 8/1/22 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 23350 County Rd 10

City: Corcoran State: MN Zip: 55357

Phone Number: 763-498-7844 Fax Number: 763-498-9951

Name (typed or printed): Markus R Ebert

Signature:

Title: Vice President / Secretary

Date: August 11, 2022

CANDACE LEE GREEN
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2027

END OF SECTION 00 41 13

MERCHANTS BONDING COMPANY™
MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Ebert, Inc. dba Ebert Construction
23350 County Road 10
Corcoran, MN 55357

SURETY:
(Name, legal status and principal place of business)
Merchants Bonding Company (Mutual)
A Corporation
6700 Westown Parkway, West Des Moines, IA 50266

OWNER:
(Name, legal status and address)

Becker Public Schools ISD #726
12000 Hancock Street
Becker, MN 55308

BOND AMOUNT: Five Percent (5%) of the Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Primary/EEC Addition & Remodeling - Becker, MN

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **5th** day of **August** **2022**

Ebert, Inc. dba Ebert Construction

(Witness)

(Principal) *(Seal)*
Markus Ross Ebert **Vice President & Secretary**
(Title)

(Witness)

Merchants Bonding Company (Mutual)
(Surety) *(Seal)*
(Title) **Karla Deutsch Hunt** **Attorney-In-Fact**

Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A310-Bid Bond-2010

ACKNOWLEDGMENT OF INDIVIDUAL

State of _____)
) ss.
County of _____)

ACKNOWLEDGMENT OF PRINCIPAL

On this _____ day of _____, ____, before me personally appeared _____, known to me to be the individual whose name is subscribed on this bond form, who acknowledged that this bond was executed for the purposes therein contained.

Notary Seal

_____
Notary Public

ACKNOWLEDGMENT OF PARTNERSHIP

State of _____)
) ss.
County of _____)

ACKNOWLEDGMENT OF PRINCIPAL

On this _____ day of _____, ____, before me personally appeared _____, known to me to be a partner in the partnership whose name is subscribed on this bond form, who acknowledged to me that the bond was executed on behalf of the partnership for the purposes therein contained.

Notary Seal

_____
Notary Public

ACKNOWLEDGMENT OF CORPORATION

State of Minnesota)
) ss.
County of Hennepin)

ACKNOWLEDGMENT OF PRINCIPAL

On this 5th day of August 2022 before me personally appeared **Markus Ross Ebert**, who acknowledged that he or she is the **Vice President** of a corporation whose name is subscribed on this bond form, and that, as a corporate officer, he or she is authorized to execute the bond for the purposes therein contained.

Notary Seal

CANDACE LEE GREEN
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2027

Candace Green
Notary Public

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
) ss.
County of Hennepin)

ACKNOWLEDGMENT OF SURETY

On this **5th** day of **August** ,**2022** before me personally appeared **Karla Deutsch Hunt**, who acknowledged that he or she is the attorney in fact who is authorized on behalf of **Merchants Bonding Company**, corporation, on the behalf of the corporation.

Notary Seal

DIANE M. CHAMBERS
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2026

Diane M. Chambers
Notary Public

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Aileen Geving; Christine Scott; Christopher James; Dee Ann Briegel; Gregg K Boomgard; James Erickson; Janet L Roth; Jerod Blakestad; John C Klein; Karen J Hawkinson; Karla Deutsch Hunt; Kerri Hatton-Rudnik; Kim Neary; Kristin B Schiferl; Kristin M Bakos; Larry Sumbs; Michael Zahn; Rita Carlson; Stephen M Klein; Susan A Rieschl; Thomas Towner; Tracy Chehoski; Wendy M Schmid

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 28th day of March , 2022 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 28th day of March 2022 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this **5th** day of **August** , **2022** .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/20)

DEPARTMENT OF HUMAN RIGHTS

WORKFORCE CERTIFICATE OF COMPLIANCE

The Commissioner of the Minnesota Department of Human Rights by the signature below attests that **EBERT CONSTRUCTION, INC.** is hereby certified as a contractor under the Minnesota Human Rights Act, § 363A.

Certificate start date: **3/23/2022**

Certificate expiration date: **3/22/2026**

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:



Rebecca Lucero, Commissioner

DEPARTMENT OF HUMAN RIGHTS

EQUAL PAY
CERTIFICATE OF COMPLIANCE

The Commissioner of the Minnesota Department of Human Rights by the signature below attests that **EBERT CONSTRUCTION, INC.** is hereby certified as a contractor under the Minnesota Human Rights Act, § 363A.44.

Certificate start date: **July 26, 2022**

Certificate expiration date: **July 25, 2026**

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:



Rebecca Lucero, Commissioner

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
12000 2nd St. SE
Becker, MN 55308

BID FROM: Design Electric, Inc.

4807 Heatherwood Road

St. Cloud, MN 56301

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 14 - Electrical
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ Eight Hundred Eighty Seven Thousand Nine Hundred Seventy Eight Dollars and no/100 | $ 887,978.00

2. **Work Scope** N/A
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ _____ | $

3. **Work Scope** N/A
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ _____ | $

4. **COMBINED WORK SCOPE BID**
   a. **The Bidder agrees to perform all work in the following Work Scopes:**

N/A

for the Combined Base Bid Sum of:

$ N/A $

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

$ N/A $

ALTERNATES:

Alternate No. 1: Controls

1. **Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.**
   a. **Controls by Alerton**

$ N/A $

   b. **Controls by Automated Logic**

$ N/A $

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/25/2022 Addenda No. 3 Dated 8/5/2022

Addenda No. 2 Dated 8/1/2022 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 4807 Heatherwood Road

City: St. Cloud State: MN Zip: 56301

Phone Number: 320-252-1658 Fax Number: 320-252-4276

Name (typed or printed): James Schoon

Signature:

Title: Vice President

Date: 8/1/2022

END OF SECTION 00 41 13

OHIO FARMERS INSURANCE COMPANY

Westfield Group®1 Park Circle, P O Box 5001, Westfield Center, Ohio 44251-5001

Conforms to Document A310™ - 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Design Electric, Inc.
4807 Heatherwood Rd
PO Box 1252
St. Cloud, MN 56302

SURETY:
(Name, legal status and principal place of business)
OHIO FARMERS INSURANCE COMPANY
1 Park Circle, PO Box 5001
Westfield Center, OH 44251-5001

OWNER:
(Name, legal status and address)
Becker Public Schools ISD #726
Becker, MN

BOND AMOUNT: Five Percent of Bid Amount----------(5%)----------

PROJECT:
(Name, location or address, and Project number, if any)
Becker Public Schools Primary/EEC Additions & Remodeling
Becker, MN

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 9th day of August, 2022.

Delores Rossmann
(Witness)

(Witness)

Design Electric Inc.
(Principal) *(Seal)*
By: *(Title)*

OHIO FARMERS INSURANCE COMPANY
(Surety) *(Seal)*
By: Kathryn Brophy
Kathryn Brophy- Attorney-In-Fact *(Title)*

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CORPORATE ACKNOWLEDGEMENT

STATE OF MN

COUNTY OF Benton

On the 11th day of August, 2022, before me, personally appeared James Schoon, to me known, who being by me duly sworn, did depose and say that (s)he resides in MN, that (s)he is the VP President of Design Electric, Inc. the corporation described in and which executed the foregoing instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that (s)he signed his/her name thereto by like order.

Ashley M. Krueger
NOTARY PUBLIC
(Notarial Seal) MINNESOTA
My Commission Expires Jan 31, 2025

(Notary Signature)

ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF MINNESOTA

COUNTY OF STEARNS

On the 9th day of August, 2022, before me, appeared Kathryn Brophy, to me personally known, who being by me duly sworn, did say that (s)he is the aforesaid officer or attorney in fact of the Ohio Farmers Insurance Company, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the afoesaid officer acknowledged said instrument to be the free act and deed of said corporation.

(Notarial Seal)
ANNA M. PLUMSKI
Notary Public-Minnesota
My Commission Expires Jan 31, 2027

(Notary Signature)

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 11/30/20, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney

CERTIFIED COPY

POWER NO. 2260812 09

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
ANITA M. FICKER, CHRISTINA GRESSER, MARK A. GRESSER, CAROL WEBER, JERI FREDERICK, BRIAN NOHAVA, KATHRYN BROPHY, JOINTLY OR SEVERALLY

of WAITE PARK and State of MN its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship- - - -

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
12000 2nd St. SE
Becker, MN 55308

BID FROM: A.J. Moore Electric, Inc.

12701 Chowen Ave. S., Ste. 104B

Burnsville, MN 55337

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 14 Electrical
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ Seven hundred thirty four thousand and six hundred dollars | $ 734,600.00

2. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$_____ | $

3. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$_____ | $

4. **COMBINED WORK SCOPE BID**
   a. **The Bidder agrees to perform all work in the following Work Scopes:**

_____

for the Combined Base Bid Sum of:

$_____ $

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

$_____ $

ALTERNATES:

Alternate No. 1: Controls

1. **Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.**
   a. **Controls by Alerton**

   $_____ $

   b. **Controls by Automated Logic**

   $_____ $

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/25/2022 Addenda No. 3 Dated 8/5/2022

Addenda No. 2 Dated 8/1/2022 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

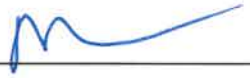
Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 12701 Chowen Ave. S., Ste. 104B

City: Burnsville State: MN Zip: 55337

Phone Number: (952) 303-4865 Fax Number: (952) 405-9540

Name (typed or printed): Donavan Moore

Signature: 

Title: President

Date: 8/11/2022

END OF SECTION 00 41 13

UNITED FIRE & CASUALTY COMPANY 118 Second Avenue SE, PO Box 73909
Cedar Rapids, Iowa 52407-3909 319-399-5700

Bid Bond

CONTRACTOR: *(Name, legal status and address)*
A.J. MOORE ELECTRIC, INC.

12701 CHOWEN AVE S STE 104B, BURNSVILLE, MN 55337

OWNER: *(Name, legal status and address)*
Becker Public Schools - ISD 726

12000 2nd St SE, Becker, MN 55308

BOND AMOUNT: FIVE AND 00/100 PERCENT OF THE BID AMOUNT

PROJECT: *(Name, location or address, and Project number, if any)*
Becker Primary School, 12050 Hancock St SE, Becker, MN 55308

SURETY: *(Name, legal status and principal place of business)*
United Fire & Casualty Company
118 Second Avenue SE
P.O. Box 73909
Cedar Rapids, Iowa 52407

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond. Signed and sealed this 9th day of August ,2022

A.J. MOORE ELECTRIC, INC.

(Witness)

(Principal) (Seal)
President
(Title)

UNITED FIRE & CASUALTY COMPANY

Chelsea Jones
(Witness)

(Surety)
Attorney in Fact
(Title)

CONT0525 (072010)

The language in this document conforms exactly to the language used in AIA Document A310 2010 edition.

UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA **Bond No.:**
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX **Obligee:**
FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

JIM HENNINGSEN, HEATHER LANGE, ROSS B. NESBIT, ROBERT E. HUTTER, CHAD A. NESBIT, PATRICIA M. JOHNSON, DANA S. PRIVETTE, BRYAN STANLEY, TROY FRIELER,MARY LANNING, JAY NESBIT, BEN JONES, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $5,000,000.00
and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed. The Authority hereby granted shall expire February 22nd, 2022 unless sooner revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 5th day of October , 2021

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: Dennis J Richmann
Vice President

State of Iowa, County of Linn, ss:
On this 5th day of October ,2021 before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Patti Waddell
Iowa Notarial Seal
Commission number 713274
My Commission Expires 10/26/2022

Patti Waddell
Notary Public
My commission expires: 10/26/2022

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations.
this 5th day of October , 2021 .

By: Mary A Bertsch
Assistant Secretary,
UF&C, UF&I & FPIC

BPOA0053 1217

Inquiries: Surety Department 118 Second Ave SE Cedar Rapids, IA 52401

(INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT)

STATE OF _____)
ss
COUNTY OF_____)

On the _____ day of _____, 20_____, before me, a Notary Public within and for said county, personally appeared,_____
_____
to me known to be the person(s) described in and who executed the foregoing instrument, as Principal(s), and acknowledged to me that __he__ executed the same as __h____free act and deed.

_____
Notary Public,_____
County,_____
(Notarial Seal) My commission expires _____

CORPORATE ACKNOWLEDGMENT

STATE OF ___Minnesota_____)
ss.
COUNTY OF__Dakota_____)

On the ____9th_____ day of _____August_____ 20__22__, before me personally appeared
Donavan Moore
to me known, who being by me duly sworn, did depose and say: that __he resides in _____Lakeville, MN_____
_____ that ____he is the _____President of the _____
A.J. Moore Electric, Inc.
the corporation described in and which executed the foregoing instrument; that __he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that __he/she signed his/her name thereto by like order.

LINDA KAY BROWN LINDSOE
Notary Public
State of Minnesota
My Commission Expires
January 31, 2027

(Notarial Seal)

Notary Public,__Dakota_____
County_____Minnesota_____
My commission expires__January 31, 2027____

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF ___Minnesota_____)
ss.
COUNTY OF__Dakota_____)

On this __9th__day of _____August_____, 20__22__, before me appeared _____Ben Jones_____ to me personally known, who being by me duly sworn, did say that __he__ is the aforesaid officer or attorney in fact of the UNITED FIRE & CASUALTY COMPANY a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

LINDA KAY BROWN LINDSOE
Notary Public
State of Minnesota
My Commission Expires
January 31, 2027

(Notarial Seal)

Notary Public, __Dakota_____
County, ____Minnesota_____
My Commission expires __January 31, 2027____

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
12000 2nd St. SE
Becker, MN 55308

BID FROM: Klein Electric, INC
24729 Lake Rd.
St. Cloud, MN 56301

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 14 - Electrical
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ Seven Hundred Fifty-Four thousand | $ 754,000

2. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$_____ | $

3. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$_____ | $

4. **COMBINED WORK SCOPE BID**
   a. **The Bidder agrees to perform all work in the following Work Scopes:**

N/A

for the Combined Base Bid Sum of:

$_____ $

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

$ N/A $

ALTERNATES:

Alternate No. 1: Controls

1. **Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.**
   a. **Controls by Alerton**

$ N/A $

   b. **Controls by Automated Logic**

$ N/A $

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/25/2022 Addenda No. 3 Dated 8/5/2022

Addenda No. 2 Dated 8/1/2022 Addenda No. ____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 24729 Lake Rd

City: St. Cloud State: MN Zip: 56301

Phone Number: (320) 252-5059 Fax Number: N/A

Name (typed or printed): Dennis Shafer

Signature:

Title: VP Operations

Date: 8/11/2022

END OF SECTION 00 41 13

AIA® Document A310™ – 1970

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
(Here insert full name and address or legal title of Contractor)
Klein Electric, Inc.
24729 Lake Road
St. Cloud, MN 56301

as Principal, hereinafter called the Principal, and
(Here insert full name and address or legal title of Surety)
Nationwide Mutual Insurance Company
1100 Locust St.
Des Moines, IA 50391

a corporation duly organized under the laws of the State of **Ohio**
as Surety, hereinafter called the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)
ISD #726 – Becker Public Schools
12000 Hancock St
Becker, MN 55308

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent (5%) of the Amount of the Bid** Dollars ($ **5%**), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)
Becker Primary/ EEC Additions & Remodel, 2022-0912

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **11th** day of **August, 2022**

Amy Blaha
(Witness)

Klein Electric, Inc.
(Principal) (Seal)

(Title) Dennis Shafer, VP Operations

Teresa Hauger
(Witness)

Nationwide Mutual Insurance Company
(Surety)

Ramona Schaefer
(Title) **Ramona Schaefer** *(Seal)*
Attorney-in-Fact

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INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF _____

ss

COUNTY OF _____

On the _____ day of _____, _____, before me personally appeared

_____ to me known to be the person(s) described in and who executed the foregoing instrument, as Principal(s), and acknowledged to me that __he__ executed the same as his/her/their free act and deed.

_____

(Notary Seal)

CORPORATE ACKNOWLEDGMENT

TAYLOR RAE LENZ
NOTARY PUBLIC - MINNESOTA
My Comm. Exp. Jan. 31, 2027

STATE OF Minnesota

ss

COUNTY OF Stearns

On the **11th** day of **August, 2022**, before me personally appeared Dennis Shafer to me known, who being by me duly sworn, did say that he/she is the VP of Operations of **Klein Electric, Inc.**, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he/she signed his/her name thereto by like order

Taylor Lenz

(Notary Seal)

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA

ss

COUNTY OF Stearns

On the **11th** day of **August, 2022**, before me personally appeared **Ramona Schaefer** to me known, who being duly sworn, did say that he/she is the aforesaid officer or attorney-in-fact of the **Nationwide Mutual Insurance Company** a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

Laura Falconer

(Notary Seal)

LAURA B. FALCONER
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2025

0000061690

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:
LAURA B FALCONER; NATHAN J LORTZ; RAMONA M SCHAEFER; SHAWN W FLAVIN; SHAWN M WENSEL; SUSAN G CARROLL; TYLER LEO GERADS;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

THREE MILLION AND NO/100 DOLLARS ($3,000,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss
On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 11th day of August, 2022

Laura B. Guy

Assistant Secretary

BDJ 1(08-21)00

This document is void if VOID appears in the BLUE line on the right, the Nationwide watermark is missing from the center of the page and/or the red consecutive number is missing from the upper right-hand corner. Contact us at 212-329-6900 if this document is void or if you have any questions.

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
1200 Hancock Street
Becker, MN 55308

BID FROM: Hubbard Electric Inc
PO Box 529 14231 Liberty Ln
Becker MN 55308

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 14- Electrical
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ Six hundred seventy-one thousand dollars | $ 671,000.00

2. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$_____ | $

3. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$_____ | $

4. **COMBINED WORK SCOPE BID**
   a. **The Bidder agrees to perform all work in the following Work Scopes:**

_____

for the Combined Base Bid Sum of:

$_____ $

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

$_____ $

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/25/22 Addenda No. 3 Dated 8/05/22

Addenda No. 2 Dated 8/01/22 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: PO Box 529 14231 Liberty Ln

City: Becker State: MN Zip: 55308

Phone Number: (763) 263-8334 Fax Number: _____

Name (typed or printed): Ryan Hubbard

Signature: _____

Title: President

Date: 8/11/22

END OF SECTION 00 41 13

SECTION 00 50 00 - LIST OF CONTRACT FORMS

1.01 GENERAL

A. The following is a list of forms and standards applicable to this Project.

1.02 FORMS

A. Bid Form: As bound in this Project Manual, section 00 41 13.

B. Bid Bond Form: Standard AIA Document A-310 that complies with all state requirements. Submit with Bid with proper Power of Attorney certificate and acknowledgment.

C. Contract Form: The Contract form will be AIA document A132-2009.

D. Performance/Payment Bond: Standard AIA Document A312 Performance Bond and Payment Bond, 1984 edition that complies with all state requirements. Submit in two copies, with proper Power of Attorney and acknowledgement upon execution of contract agreement with Owner.

END OF SECTION 00 50 00

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Hubbard Electric Inc
PO Box 529
Becker, MN 55308

SURETY:
(Name, legal status and principal place of business)
The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER:
(Name, legal status and address)
Independent School District No. 726 - Becker Public Schools
12000 Hancock Street
Becker, MN 55308

BOND AMOUNT: **Five Percent (5%) of Amount Bid**

PROJECT:
(Name, location or address, and Project number, if any)
Primary/EEC Addition & Remodeling
Electrical - New & Remodel
Becker, MN

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **11th** day of **August, 2022**.

Hubbard Electric Inc
(Principal) (Seal)

Carla Van Banks
(Witness)

Pres
(Title)

The Ohio Casualty Insurance Company
(Surety) (Seal)

Cal Anderson (Witness)

Rita Jorgenson, Attorney-in-Fact

By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____
County of _____

On this _____ day of _____, in the year _____, before me personally comes _____, to me known and known to me to be the person who is described in and executed the foregoing instrument, and acknowledges to me that he/she executed the same.

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____
County of _____

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____, to me known and known to me to be the person who is described in and executed the foregoing instrument, and acknowledges to me that he/she executed the same as the act and deed of the said co-partnership.

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation/LLC)

State of Minnesota
County of Sherburne

On this 11th day of August, in the year 2022, before me personally come(s) Ryan Hubbard, to me known, who being duly sworn, deposes and says that he/she resides in the City of Becker that he/she is the President of the Hubbard Electric Inc, the corporation described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by like order.

Notary Public

KENDRA T. ORROCK
NOTARY PUBLIC - MINNESOTA
My Comm. Exp. Jan. 31, 2027

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205080-976369**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jack Anderson; Rita Jorgenson; Ronald Kaihoi

all of the city of Montevideo state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of March, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 23rd day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of August, 2022.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
12000 2nd St. SE
Becker, MN 55308

BID FROM: Augusta Electric Inc.

23848 67th Avenue

St Cloud MN, 56301

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** #14 - Electrical
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$SEVEN HUNDRED SIXTY THREE THOUSAND DOLLARS | $763,000.00

2. **Work Scope** N/A
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ N/A | $ N/A

3. **Work Scope** N/A
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$N/A | $ N/A

4. **COMBINED WORK SCOPE BID**
   a. **The Bidder agrees to perform all work in the following Work Scopes:**

N/A

for the Combined Base Bid Sum of:

$N/A $ N/A

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

$ N/A $ N/A

ALTERNATES:

Alternate No. 1: Controls

1. **Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.**
   a. **Controls by Alerton**

$ N/A $ N/A

   b. **Controls by Automated Logic**

$N/A $ N/A

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/25/2022 Addenda No. 2 Dated 8/1/2022

Addenda No. 3 Dated 8/5/2022 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 23848 67th Avenue

City: St Cloud State: MN Zip: 56301

Phone Number: 320-251-2658 Fax Number: 320-253-4568

Name (typed or printed): Bernard Gregory

Signature:

Title: President

Date: 8/11/2022

END OF SECTION 00 41 13

Bond No.: B 1265939

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

AIA Document A310

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we
Augusta Electric Inc

23848 67th Avenue St. Cloud, MN 56301 (Here insert full name and address or legal title of contractor)
as Principal, hereinafter called the Principal, and Selective Insurance Company of America

a corporation duly organized under the laws of the State of New Jersey
as Surety, hereinafter called the Surety, are held and firmly bound unto
Becker Public Schools

12000 Hancock Street Becker, MN 55308 (Here insert full name and address or legal title of owner)
as Obligee, hereinafter called the Obligee, in the sum of

5 % Percent of the Total Bid **($ 5 % Percent)**

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Primary/EEC Additions & Remodeling

(Here insert full name and address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and Sealed this **8th** day of **August** **2022**

(Witness)

Augusta Electric Inc
(Principal) (Seal)

(Title)

(Witness)

SELECTIVE INSURANCE COMPANY OF AMERICA
(Surety) (Seal)

(Title) Attorney-in-Fact
Mindy Jean Clafton

"Printed in cooperation with the American Institute of Architects (AIA) by the Selective Insurance Company of America. The language in this document conforms exactly to the language used in AIA Document A310, February 1970 edition."

SELECTIVE
BE UNIQUELY INSURED℠

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

BondNo.B 1265939

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

> The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **Mindy Jean Clafton**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **$6,000,000.00**

Signed this **8th** day of **August**, **2022**

SELECTIVE INSURANCE COMPANY OF AMERICA

By: _____
Brian C. Sarisky
Its SVP, Strategic Business Units, Commercial Lines

SELECTIVE INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1926 NEW JERSEY

CERTIFIED COPY

STATE OF NEW JERSEY :
:ss. Branchville
COUNTY OF SUSSEX :

On this **8th** day of **August**, **2022** before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA. B1265939

Charlene Kimble
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # N/A
MY COMMISSION EXPIRES 6/2/26

_____
Notary Public

CHARLENE KIMBLE NOTARY PUBLIC NEW JERSEY

The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution are in full force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this **8th** day of **August**, **2022**.

_____
Michael H. Lanza, SICA Corporate Secretary

SELECTIVE INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1926 NEW JERSEY

Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

B91 (4-14)

A LEGENCE Company

1139 Franklin Avenue
Suite 1 | Sauk Rapids, Minnesota 56379
www.ics-builds.com
(320) 416-2004

August 4, 2022

Board of Education
Becker Public Schools, ISD 726
12000 Hancock Street
Becker, MN 55308

Re: Becker Public Schools Middle School/High School Additions and Remodeling
Becker, MN 55308

Dear Board Members:

ICS has reviewed the bids that were received on Thursday, August 4, 2022 for the above-referenced project. Bids were received for Fourteen (14) work scope packages. Please note that on the Bid Form a unit price was requested from Contractors bidding the project. This unit price, if accepted, is not taken into consideration when reviewing the Bids. Additionally, if used to modify the work noted, the change to the Contract would be noted and executed in a future Change Order. Our recommendation for award is as follows:

Work Scope 1 – Earthwork, Utilities, Exterior Improvements	
Wruck Excavating	
BASE BID:	$303,717.00
Unit Price No. 1 – Soil Corrections	$16.50/CY
TOTAL	**$303,717.00**
Work Scope 2 – Concrete and Masonry	
W. Gohman Const. Co.	
BASE BID:	$1,281,000.00
TOTAL	**$1,281,000.00**
Work Scope 3 – Structural Steel Supply	
Ben's Structural Fabrication, Inc.	
BASE BID:	$414,000.00
TOTAL	**$414,000.00**
Work Scope 4 – Structural Steel Installation	
A.M.E. Construction Corp.	
BASE BID:	$112,400.00
TOTAL	**$112,400.00**

Work Scope 5 – Roofing and Metal Panel
McDowall Company
BASE BID: $467,700.00

TOTAL **$467,700.00**

Work Scope 6 – Steel Stud and Drywall
Commercial Drywall, Inc.
BASE BID: $315,675.00

TOTAL **$315,675.00**

Work Scope 7 – General Construction
Ebert, Inc. dba Ebert Construction
BASE BID: $853,700.00

TOTAL **$853,700.00**

Work Scope 8 – Aluminum Doors, Windows and Glazing
Ford Metro, Inc.
BASE BID: $298,400.00

TOTAL **$298,400.00**

Work Scope 9 – Wall Coverings
Henkemeyer Coatings
BASE BID: $93,472.00

TOTAL **$93,472.00**

Work Scope 10 – Acoustical Ceilings and Acoustical Treatment
MDI, Inc.
BASE BID: $94,898.00

TOTAL **$94,898.00**

Work Scope 11 – Flooring and Tile
MCI, Inc.
BASE BID: $303,700.00

TOTAL **$303,700.00**

Work Scope 12 – Fire Suppression
Summit Fire Protection
BASE BID: $69,925.00

TOTAL **$69,925.00**

Work Scope 13 - Mechanical
Weidner Plumbing and Heating Co.
BASE BID: $1,593,000.00

TOTAL	**$1,593,000.00**

Work Scope 14 – Electrical
A.J. Moore Electric, Inc.

BASE BID:	$735,700.00
TOTAL	**$735,700.00**

Based on the recommendations above, we recommend that the district enter into a contract with the above-mentioned contractors for the total bid amount of $6,937,287

Upon Board action, we will draft a contract reflecting this amount to each of the respective Contractors.

Enclosed are copies of the official bid tabulation, bid forms and bid securities. Please contact us at 763-354-2670 should you have any questions regarding our recommendation.

Regards,

Kyle Walter
Project Director

KS DH
Enclosures

Becker Public Schools Middle School and High School Additions and Renovations

OWNER: Becker Public Schools, ISD 726

CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

BID TABULATIONS

Thursday, August 4th, 2:00 PM

Work Scope 1: Earthwork

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	WETT	US SITEWORKS	WRUCK EXCAVATING			
BID SECURITY	X	X	X			
ADDENDA REC'D.	✓	✓	✓			
BASE BID:	$539,580	$496,669	$503,717			
MN Responsible Contractor	✓	✓	✓			
ALTERNATES:						
Alt. No. 1a - Provide a cost to install and provide control by Alerton						
Alt No. 1c - Controls by Automated Logic						
UNIT PRICES:						
Soil Corrections Per Cubic yard	$30/cuyd	$50/cuyd	no price			

Becker Public Schools Middle School and High School Additions and Renovations
OWNER: Becker Public Schools, ISD 726
CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

BID TABULATIONS

Thursday, August 4th, 2:00 PM

Work Scope 2: Concrete & Masonry

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	EBERT	THOMPSON CONSTRUCTION	W GOHMAN	MAERTENS BRENNY	B&D ASSOCIATES	
BID SECURITY	✓	✓	✓	✓		
ADDENDA REC'D.	✓	✓	✓	✓		
BASE BID:	1,377,000	$1,296,372	$1,281,000	$1,595,600	$1,363,000	
MN Responsible Contractor	✓	✓	✓	✓		
ALTERNATES:						
Alt. No. 1a - Provide a cost to install and provide control by Alerton						
Alt No. 1c - Controls by Automated Logic						
UNIT PRICES:						
Soil Corrections Per Cubic yard						

Becker Public Schools Middle School and High School Additions and Renovations

OWNER: Becker Public Schools, ISD 726

CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

BID TABULATIONS

Thursday, August 4th, 2:00 PM

Work Scope 3: Steel Material

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	BEN'S STRUCTURAL					
BID SECURITY	✓					
ADDENDA REC'D.	✓					
BASE BID:	$414,000					
MN Responsible Contractor	✓					
ALTERNATES:						
Alt. No. 1a - Provide a cost to install and provide control by Alerton						
Alt No. 1c - Controls by Automated Logic						
UNIT PRICES:						
Soil Corrections Per Cubic yard						

Becker Public Schools Middle School and High School Additions and Renovations
OWNER: Becker Public Schools, ISD 726
CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

BID TABULATIONS

Thursday, August 4th, 2:00 PM

Work Scope 4: Steel Erection

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	A.M.E CONSTRUCTION	INNOVATIVE ERECTORS	RED CEDAR	SOWLES		
BID SECURITY	✓	✓	✓	✓		
ADDENDA REC'D.	1,2,3	1,2	1,2,3,4	1,2,3,4		
BASE BID:	$112,400	$189,550	$139,400	$175,000		
MN Responsible Contractor	✓	✓	✓	✓		
ALTERNATES:						
Alt. No. 1a - Provide a cost to install and provide control by Alerton						
Alt No. 1c - Controls by Automated Logic						
UNIT PRICES:						
Soil Corrections Per Cubic yard						

Becker Public Schools Middle School and High School Additions and Renovations

OWNER: Becker Public Schools, ISD 726

CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

BID TABULATIONS

Thursday, August 4th, 2:00 PM

Work Scope 5: Roofing and Metal Panel

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	MCDOWALL					
BID SECURITY	✓					
ADDENDA REC'D.	✓					
BASE BID:	$467,700					
MN Responsible Contractor						
ALTERNATES:						
Alt. No. 1a - Provide a cost to install and provide control by Alerton						
Alt No. 1c - Controls by Automated Logic						
UNIT PRICES:						
Soil Corrections Per Cubic yard						

Becker Public Schools Middle School and High School Additions and Renovations

OWNER: Becker Public Schools, ISD 726

CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

BID TABULATIONS

Thursday, August 4th, 2:00 PM

Work Scope 6: Steel Stud and Drywall

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Commercial Drywall	RTL Construction				
BID SECURITY	✓	✓				
ADDENDA REC'D.	✓	✓				
BASE BID:	$~~385,675~~	$340,000				
MN Responsible Contractor	✓	✓				
ALTERNATES:						
Alt. No. 1a - Provide a cost to install and provide control by Alerton						
Alt No. 1c - Controls by Automated Logic						
UNIT PRICES:						
Soil Corrections Per Cubic yard						

Becker Public Schools Middle School and High School Additions and Renovations
OWNER: Becker Public Schools, ISD 726
CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

BID TABULATIONS
Thursday, August 4th, 2:00 PM
Work Scope 7: General Construction

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	W. Gothman	Yamrk	Construction Results	BCI	EBERT	
BID SECURITY	✓	✓	✓	✓	✓	
ADDENDA REC'D.	✓	✓	✓	✓	✓	
BASE BID:	$884,000	$890,000	$1,004,500	$1,120,000	$853,700	
MN Responsible Contractor	✓	✓	✓	✓	✓	
ALTERNATES:						
Alt. No. 1a - Provide a cost to install and provide control by Alerton						
Alt No. 1c - Controls by Automated Logic						
UNIT PRICES:						
Soil Corrections Per Cubic yard						

Becker Public Schools Middle School and High School Additions and Renovations
OWNER: Becker Public Schools, ISD 726
CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

BID TABULATIONS

Thursday, August 4th, 2:00 PM

ork Scope 8: Aluminum Doors, Windows and Glazing

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	FORD METRO	NORTHERN GLASS/ GLAZING	HEARTLAND GLASS			
BID SECURITY	✓	✓	✓			
ADDENDA REC'D.	✓	✓	✓			
BASE BID:	$298,400	$308,000	$319,297			
MN Responsible Contractor	✓	✓	✓			
ALTERNATES:						
Alt. No. 1a - Provide a cost to install and provide control by Alerton						
Alt No. 1c - Controls by Automated Logic						
UNIT PRICES:						
Soil Corrections Per Cubic yard						

Becker Public Schools Middle School and High School Additions and Renovations
OWNER: Becker Public Schools, ISD 726
CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

BID TABULATIONS

Thursday, August 4th, 2:00 PM

Work Scope 9: Paint

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	HEYKAMPER					
BID SECURITY	✓					
ADDENDA REC'D.	✓					
BASE BID:	$93,742					
MN Responsible Contractor	✓					
ALTERNATES:						
Alt. No. 1a - Provide a cost to install and provide control by Alerton						
Alt No. 1c - Controls by Automated Logic						
UNIT PRICES:						
Soil Corrections Per Cubic yard						

Becker Public Schools Middle School and High School Additions and Renovations
OWNER: Becker Public Schools, ISD 726
CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

BID TABULATIONS

Thursday, August 4th, 2:00 PM

Work Scope 10: Acoustical Ceilings and Acoustical Treatment

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	MN Acoustics	Arch Sales of MN	Acoustic Assoc.	Sounus Inter.	Mad Dog Inc	Twin Cities Acoustics
BID SECURITY	✓	✓	✓	✓	Check	✓
ADDENDA REC'D.	✓	✓	✓	✓	✓	✓
BASE BID:	$98,000	$124,383	$119,000	$96,625	$94,898	$112,700
MN Responsible Contractor	✓	✓	✓	✓	✓	✓
ALTERNATES:						
Alt. No. 1a - Provide a cost to install and provide control by Alerton						
Alt No. 1c - Controls by Automated Logic						
UNIT PRICES:						
Soil Corrections Per Cubic yard						

Becker Public Schools Middle School and High School Additions and Renovations
OWNER: Becker Public Schools, ISD 726
CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

BID TABULATIONS

Thursday, August 4th, 2:00 PM

Work Scope 10: Acoustical Ceilings and Acoustical Treatment

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	ST. CLOUD ACOUSTICS					
BID SECURITY	✓					
ADDENDA REC'D.	✓					
BASE BID:	$103,400					
MN Responsible Contractor	✓					
ALTERNATES:						
Alt. No. 1a - Provide a cost to install and provide control by Alerton						
Alt No. 1c - Controls by Automated Logic						
UNIT PRICES:						
Soil Corrections Per Cubic yard						

Becker Public Schools Middle School and High School Additions and Renovations
OWNER: Becker Public Schools, ISD 726
CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

BID TABULATIONS

Thursday, August 4th, 2:00 PM

Work Scope 11: Flooring and Tile

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	MCI	Gerazzini				
BID SECURITY	✓	✓				
ADDENDA REC'D.	✓	✓				
BASE BID:	$303,700	$312,370				
MN Responsible Contractor	✓	✓				
ALTERNATES:						
Alt. No. 1a - Provide a cost to install and provide control by Alerton						
Alt No. 1c - Controls by Automated Logic						
UNIT PRICES:						
Soil Corrections Per Cubic yard						

Becker Public Schools Middle School and High School Additions and Renovations

OWNER: Becker Public Schools, ISD 726

CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

BID TABULATIONS

Thursday, August 4th, 2:00 PM

Work Scope 12: Fire Suppression

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Summit					
BID SECURITY	✓					
ADDENDA REC'D.	✓					
BASE BID:	$69,975					
MN Responsible Contractor	✓					
ALTERNATES:						
Alt. No. 1a - Provide a cost to install and provide control by Alerton						
Alt No. 1c - Controls by Automated Logic						
UNIT PRICES:						
Soil Corrections Per Cubic yard						

Becker Public Schools Middle School and High School Additions and Renovations
OWNER: Becker Public Schools, ISD 726
CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

BID TABULATIONS

Thursday, August 4th, 2:00 PM

~~Work Scope 11: Flooring and Tile~~ WS 13

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	MCDOWALL	SCHIFFRA SOTA	SCR	RJ MECHANICK	WEITNER	
BID SECURITY	✓	✓	✓	✓	✓	
ADDENDA REC'D.	✓	✓	✓	✓	✓	
BASE BID:	$1,644,900	$1,630,000	$1,650,000	$1,678,000	$1,630,000	
MN Responsible Contractor	✓	✓	✓	✓	✓	
ALTERNATES:						
Alt. No. 1a - Provide a cost to install and provide control by Alerton	NO CHANGE	$16,100	-$1,000	-$17,550	-$3,000	
Alt No. 1c - Controls by Automated Logic	$47,000	$46,000	$44,000	$44,300	$47,000	
UNIT PRICES:						
Soil Corrections Per Cubic yard						

Becker Public Schools Middle School and High School Additions and Renovations
OWNER: Becker Public Schools, ISD 726
CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

BID TABULATIONS

Thursday, August 4th, 2:00 PM

~~Work Scope 12 Fire Suppression~~ ELECTRIC

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	AUGUSTA	WILMAR	AJ MUDRE	HUBBARD ELECTRIC	PHASOR ELECTRIC	
BID SECURITY	✓	✓	✓	✓	✓	
ADDENDA REC'D.	✓	✓	✓	✓	✓	
BASE BID:	$892,700	$857,000	$735,700	$737,730	$992,000	
MN Responsible Contractor	✓	✓	✓	✓	✓	
ALTERNATES:						
Alt. No. 1a - Provide a cost to install and provide control by Alerton						
Alt No. 1c - Controls by Automated Logic						
UNIT PRICES:						
Soil Corrections Per Cubic yard						

Becker Public Schools Middle School and High School Additions and Renovations

BID TABULATIONS

OWNER: Becker Public Schools, ISD 726

CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

Thursday, August 4th, 2:00 PM

Work Scope 1: Earthwork

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	U.S. Siteworks	Wruck Excavating	Veit & Company			
BID SECURITY	X	X	X			
ADDENDA REC'D.	X	X	X			
BASE BID:	$496,669.00	$303,717.00	$539,580.00			
MN Responsible Contractor	X	X	X			
ALTERNATES:						
Alt. No. 1a - Provide a cost to install and provide control by Alerton						
Alt No. 1c - Controls by Automated Logic						
UNIT PRICES:						
Soil Corrections Per Cubic yard	$50.00		$30.00			

Becker Public Schools Middle School and High School Additions and Renovations

BID TABULATIONS

OWNER: Becker Public Schools, ISD 726

CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

Thursday, August 4th, 2:00 PM

Work Scope 2: Concrete & Masonry

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	W. Gohman Const. Co.	Thompson Construction of Princeton, Inc.	B&D Associates, LLC	Ebert, Inc.	Maertens-Brenny Const. Co.	
BID SECURITY	X	X	X	X	X	
ADDENDA REC'D.	X	X	X	X	X	
BASE BID:	$1,281,000.00	$1,296,372.00	$1,363,000.00	$1,377,000.00	$1,595,600.00	
MN Responsible Contractor	X	X	X	X	X	
ALTERNATES:						
Alt. No. 1a - Provide a cost to install and provide control by Alerton						
Alt No. 1c - Controls by Automated Logic						
UNIT PRICES:						
Soil Corrections Per Cubic yard						

Becker Public Schools Middle School and High School Additions and Renovations

BID TABULATIONS

OWNER: Becker Public Schools, ISD 726

CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

Thursday, August 4th, 2:00 PM

Work Scope 3: Steel Material

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Ben's Structural Fabrication, Inc.					
BID SECURITY	X					
ADDENDA REC'D.	X					
BASE BID:	$414,000.00					
MN Responsible Contractor	X					
ALTERNATES:						
Alt. No. 1a - Provide a cost to install and provide control by Alerton						
Alt No. 1c - Controls by Automated Logic						
UNIT PRICES:						
Soil Corrections Per Cubic yard						

Becker Public Schools Middle School and High School Additions and Renovations

BID TABULATIONS

OWNER: Becker Public Schools, ISD 726

CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

Thursday, August 4th, 2:00 PM

Work Scope 4: Steel Erection

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	A.M.E. Construction Corp.	Red Cedar Steel	Sowles	Innovative Erectors, Inc.		
BID SECURITY	X	X	X	X		
ADDENDA REC'D.	X	X	X	X		
BASE BID:	$112,400.00	$139,400.00	$175,000.00	$189,500.00		
MN Responsible Contractor	X	X	X	X		
ALTERNATES:						
Alt. No. 1a - Provide a cost to install and provide control by Alerton						
Alt No. 1c - Controls by Automated Logic						
UNIT PRICES:						
Soil Corrections Per Cubic yard						

Becker Public Schools Middle School and High School Additions and Renovations

BID TABULATIONS

OWNER: Becker Public Schools, ISD 726

CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

Thursday, August 4th, 2:00 PM

Work Scope 5: Roofing and Metal Panel

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	McDowall Company					
BID SECURITY	X					
ADDENDA REC'D.	X					
BASE BID:	$467,700.00					
MN Responsible Contractor	X					
ALTERNATES:						
Alt. No. 1a - Provide a cost to install and provide control by Alerton						
Alt No. 1c - Controls by Automated Logic						
UNIT PRICES:						
Soil Corrections Per Cubic yard						

Becker Public Schools Middle School and High School Additions and Renovations

BID TABULATIONS

OWNER: Becker Public Schools, ISD 726

CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

Thursday, August 4th, 2:00 PM

Work Scope 6: Steel Stud and Drywall

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Commercial Drywall, Inc.	RTL Construction, Inc.				
BID SECURITY	X	X				
ADDENDA REC'D.	X	X				
BASE BID:	$315,675.00	$340,000.00				
MN Responsible Contractor	X	X				
ALTERNATES:						
Alt. No. 1a - Provide a cost to install and provide control by Alerton						
Alt No. 1c - Controls by Automated Logic						
UNIT PRICES:						
Soil Corrections Per Cubic yard						

Becker Public Schools Middle School and High School Additions and Renovations

BID TABULATIONS

OWNER: Becker Public Schools, ISD 726

CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

Thursday, August 4th, 2:00 PM

Work Scope 7: General Construction

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Ebert, Inc.	W. Gohman Construction Co.	Yamry Construction, Inc.	Construction Results Corp.	BCI Construction, Inc.	
BID SECURITY	X	X	X	X	X	
ADDENDA REC'D.	X	X	X	X	X	
BASE BID:	$853,700.00	$884,000.00	$890,000.00	$1,004,500.00	$1,120,000.00	
MN Responsible Contractor	X	X	X	X	X	
ALTERNATES:						
Alt. No. 1a - Provide a cost to install and provide control by Alerton						
Alt No. 1c - Controls by Automated Logic						
UNIT PRICES:						
Soil Corrections Per Cubic yard						

Becker Public Schools Middle School and High School Additions and Renovations

BID TABULATIONS

OWNER: Becker Public Schools, ISD 726

CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

Thursday, August 4th, 2:00 PM

Work Scope 8: Aluminum Doors, Windows and Glazing

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Ford Metro, Inc.	Northern Glass & Glazing	Heartland Glass Co. Inc.			
BID SECURITY	X	X	X			
ADDENDA REC'D.	X	X	X			
BASE BID:	$298,400.00	$308,000.00	$319,297.00			
MN Responsible Contractor	X	X	X			
ALTERNATES:						
Alt. No. 1a - Provide a cost to install and provide control by Alerton						
Alt No. 1c - Controls by Automated Logic						
UNIT PRICES:						
Soil Corrections Per Cubic yard						

Becker Public Schools Middle School and High School Additions and Renovations

BID TABULATIONS

OWNER: Becker Public Schools, ISD 726

CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

Thursday, August 4th, 2:00 PM

Work Scope 9: Wall Coverings

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Henkemeyer Coatings					
BID SECURITY	X					
ADDENDA REC'D.	X					
BASE BID:	$93,742.00					
MN Responsible Contractor	X					
ALTERNATES:						
Alt. No. 1a - Provide a cost to install and provide control by Alerton						
Alt No. 1c - Controls by Automated Logic						
UNIT PRICES:						
Soil Corrections Per Cubic yard						

Becker Public Schools Middle School and High School Additions and Renovations

BID TABULATIONS

OWNER: Becker Public Schools, ISD 726

CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

Thursday, August 4th, 2:00 PM

Work Scope 10: Acoustical Ceilings and Acoustical Treatment

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	MDI, Inc.	Sonus Interiors, Inc.	MN Acoustics, Inc.	St. Cloud Acoustics	Twin City Acoustics, Inc.	Acoustics Associates, Inc.	Architectural Sales of MN
BID SECURITY	X	X	X	X	X	X	X
ADDENDA REC'D.	X	X	X	X	X	X	X
BASE BID:	$94,898.00	$96,625.00	$98,000.00	$103,400.00	$112,700.00	$119,000.00	$124,383.00
MN Responsible Contractor	X	X	X	X	X	X	X
ALTERNATES:							
Alt. No. 1a - Provide a cost to install and provide control by Alerton							
Alt No. 1c - Controls by Automated Logic							
UNIT PRICES:							
Soil Corrections Per Cubic yard							

Becker Public Schools Middle School and High School Additions and Renovations

BID TABULATIONS

OWNER: Becker Public Schools, ISD 726

CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

Thursday, August 4th, 2:00 PM

Work Scope 11: Flooring and Tile

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	MCI, Inc.	Grazzini Brothers & Company				
BID SECURITY	X	X				
ADDENDA REC'D.	X	X				
BASE BID:	$303,700.00	$312,370.00				
MN Responsible Contractor	X	X				
ALTERNATES:						
Alt. No. 1a - Provide a cost to install and provide control by Alerton						
Alt No. 1c - Controls by Automated Logic						
UNIT PRICES:						
Soil Corrections Per Cubic yard						

Becker Public Schools Middle School and High School Additions and Renovations

BID TABULATIONS

OWNER: Becker Public Schools, ISD 726

CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

Thursday, August 4th, 2:00 PM

Work Scope 12: Fire Suppression

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Summit Fire Protection					
BID SECURITY	X					
ADDENDA REC'D.	X					
BASE BID:	$69,925.00					
MN Responsible Contractor						
ALTERNATES:						
Alt. No. 1a - Provide a cost to install and provide control by Alerton						
Alt No. 1c - Controls by Automated Logic						
UNIT PRICES:						
Soil Corrections Per Cubic yard						

Becker Public Schools Middle School and High School Additions and Renovations

BID TABULATIONS

OWNER: Becker Public Schools, ISD 726

CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

Thursday, August 4th, 2:00 PM

Work Scope 13: Mechanical

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Sentra-Sota Mechanical, Inc.	**Weidner Plumbing and Heating Co.**	**McDowall Company**	**St. Cloud Refrigeration**	**RJ Mechanical, Inc.**	
BID SECURITY	X	X	X	X	X	
ADDENDA REC'D.	X	X	X	X	X	
BASE BID:	$1,630,000.00	$1,630,000.00	$1,644,900.00	$1,650,000.00	$1,678,000.00	
MN Responsible Contractor						
ALTERNATES:						
Alt. No. 1a - Provide a cost to install and provide control by Alerton		($3,000.00)	N/A	($1,000.00)	($17,550.00)	
Alt No. 1c - Controls by Automated Logic		$47,000.00	$47,000.00	$44,000.00	$44,300.00	
UNIT PRICES:						
Soil Corrections Per Cubic yard						

Becker Public Schools Middle School and High School Additions and Renovations

BID TABULATIONS

OWNER: Becker Public Schools, ISD 726

CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

Thursday, August 4th, 2:00 PM

Work Scope 14: Electrical

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	A.J. Moore Electric, Inc.	Hubbard Electric, Inc.	Willmar Electric Service Corp.	August Electric, Inc.	Phasor Electric Company	
BID SECURITY	X	X	X	X	X	
ADDENDA REC'D.	X	X	X	X	X	
BASE BID:	$735,700.00	$737,730.00	$857,000.00	$892,700.00	$992,000.00	
MN Responsible Contractor	X	X	X	X	X	
ALTERNATES:						
Alt. No. 1a - Provide a cost to install and provide control by Alerton						
Alt No. 1c - Controls by Automated Logic						
UNIT PRICES:						
Soil Corrections Per Cubic yard						

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
1200 Hancock Street
Becker, MN 55308

BID FROM: Weidner Plumbing and Heating Co.
29 Wilson Ave NE
St. Cloud, MN 56304

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Middle School/High School Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 13 - Mechanical
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:** ONE MILLION, FIVE HUNDRED

$ NINETY THREE THOUSAND DOLLARS | $ 1,593,000.00

2. **Work Scope** N/A
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ N/A | $ N/A

3. **Work Scope** N/A
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ N/A

$ N/A

4. **COMBINED WORK SCOPE BID**
   a. **The Bidder agrees to perform all work in the following Work Scopes:**

N/A

for the Combined Base Bid Sum of:

$ N/A $ N/A

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

$ N/A $ N/A

ALTERNATES:

Alternate No. 1 Controls

1. ***Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.***

   a. ***Controls by Alerton ~~with approved installation by NAC~~***

   $ DEDUCT THREE THOUSAND DOLLARS - $ 3,000.00

   ~~b. Controls by Alerton with approved installation by HumeraTech~~

   c. ***Controls by Automated Logic ~~with approved installation by Automated Technologies~~***

   $ ADD FORTY SEVEN THOUSAND DOLLARS + $ 47,000.00

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7-18-22 Addenda No. 3 Dated 7-29-22

Addenda No. 2 Dated 7-25-22 Addenda No. 4 Dated 8-1-22

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 29 Wilson Ave NE

City: St. Cloud State: MN Zip: 56304

Phone Number: 320-252-3000 Fax Number: 320-252-3046

Name (typed or printed): Bruce Gohmann

Signature: Bruce Gohmann

Title: President

Date: 08/11/22

END OF SECTION 00 41 13

OHIO FARMERS INSURANCE COMPANY

Westfield Group®1 Park Circle, P O Box 5001, Westfield Center, Ohio 44251-5001

Conforms to Document A310™ - 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Weidner Plumbing and Heating Co.
29 Wilson Avenue NE
St. Cloud, MN 56304

SURETY:
(Name, legal status and principal place of business)
OHIO FARMERS INSURANCE COMPANY
1 Park Circle, PO Box 5001
Westfield Center, OH 44251-5001

OWNER:
(Name, legal status and address)
Becker Public Schools ISD #726
Becker, MN

BOND AMOUNT: Five Percent of Bid Amount----------(5%)----------

PROJECT:
(Name, location or address, and Project number, if any)
Becker Public Schools Middle School-High School Additions & Remodeling
Work Scope #13 - Mechanical
Becker, MN

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **9th** day of **August**, **2022**.

(Witness)

(Witness)

Weidner Plumbing and Heating Co.
(Principal) *(Seal)*

By: Bruce Gohmann Pres.
Bruce Gohmann, President *(Title)*

OHIO FARMERS INSURANCE COMPANY
(Surety) *(Seal)*

By: Kathryn Brophy
Kathryn Brophy, Attorney-in-Fact *(Title)*

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CORPORATE ACKNOWLEDGEMENT

STATE OF MINNESOTA

COUNTY OF STEARNS

On the 9th day of August, 20 22, before me, personally appeared Bruce Gohmann, to me known, who being by me duly sworn, did depose and say that (s)he resides in Clearwater, MN, that (s)he is the President of Weidner Plumbing and Heating Co. the corporation described in and which executed the foregoing instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that (s)he signed his/her name thereto by like order.

(Notarial Seal) ANNA M. PLUMSKI Notary Public-Minnesota My Commission Expires Jan 31, 2027

Anna M Plumski

(Notary Signature)

ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF MINNESOTA

COUNTY OF STEARNS

On the 9th day of August, 20 22, before me, appeared Kathryn Brophy, to me personally known, who being by me duly sworn, did say that (s)he is the aforesaid officer or attorney in fact of the Ohio Farmers Insurance Company, a corporation;that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the afoesaid officer acknowledged said instrument to be the free act and deed of said corporation.

(Notarial Seal) ANNA M. PLUMSKI Notary Public-Minnesota My Commission Expires Jan 31, 2027

Anna M Plumski

(Notary Signature)

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 11/30/20, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney

CERTIFIED COPY

POWER NO. 2260812 09

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

ANITA M. FICKER, CHRISTINA GRESSER, MARK A. GRESSER, CAROL WEBER, JERI FREDERICK, BRIAN NOHAVA, KATHRYN BROPHY, JOINTLY OR SEVERALLY

of WAITE PARK and State of MN its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship- - - -

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
1200 Hancock Street
Becker, MN 55308

BID FROM: Sentinel-Soda Sheet Metal Inc.
3075 3rd Street South
White Bear, MN 55387

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Middle School/High School Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** #13 Mechanical
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ One million, five hundred ninety-six thousand, eight hundred fifty-five dollars | $ 1.596.855.00

2. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$ _____ | $

3. **Work Scope** _____
   a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

$

$_____

4. **COMBINED WORK SCOPE BID**
   a. **The Bidder agrees to perform all work in the following Work Scopes:**

_____

for the Combined Base Bid Sum of:

$_____ | $

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

$_____ | $

ALTERNATES:

Alternate No. 1 Controls

1. ***Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.***

   ~~a.~~ Controls by Alerton ~~with approved installation by NAC~~

   \- $ Sixteen thousand, one hundred dollars | $16,100

   ~~b. Controls by Alerton with approved installation by HumeraTech~~

   ~~c.~~ Controls by Automated Logic ~~with approved installation by Automated Technologies~~

   \+ $ One thousand, two hundred dollars | $ 1,200

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7-18-22 Addenda No. 3 Dated 7-29-22

Addenda No. 2 Dated 7-25-22 Addenda No. 4 Dated 8-1-22

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 3075 3RD STREET SOUTH

City: White Bear State: MN Zip: 56387

Phone Number: 320.252.3992 Fax Number: 320.252.5479

Name (typed or printed): JOHN NOTCH

Signature: John Notch

Title: PROJECT MANAGER/ESTIMATOR

Date: 8/12/22

END OF SECTION 00 41 13

OHIO FARMERS INSURANCE COMPANY

Westfield Group®1 Park Circle, P O Box 5001, Westfield Center, Ohio 44251-5001

Conforms to Document A310™ - 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Sentra-Sota SheetMetal, Inc.
3075 3rd Street South
Waite Park, MN 56387

SURETY:
(Name, legal status and principal place of business)
OHIO FARMERS INSURANCE COMPANY
1 Park Circle, PO Box 5001
Westfield Center, OH 44251-5001

OWNER:
(Name, legal status and address)

Becker ISD #726
Becker, MN

BOND AMOUNT: Five Percent of Bid Amount ----------(5%)----------

PROJECT:
(Name, location or address, and Project number, if any)
Becker Public Schools Middle School/High School Addition & Remodeling
Becker, MN

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of August, 2022.

(Witness)

(Witness)

Sentra-Sota SheetMetal, Inc.
(Principal) (Seal)
By: Jeff Beehtold - President (Title)

OHIO FARMERS INSURANCE COMPANY
(Surety) (Seal)
By: Kathryn Brophy
Kathryn Brophy, Attorney-In-Fact (Title)

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CORPORATE ACKNOWLEDGEMENT

STATE OF MINNESOTA

COUNTY OF STEARNS

On the 10 day of AUGUST, 2022, before me, personally appeared JOSEPH BECKENHOLD, to me known, who being by me duly sworn, did depose and say that (s)he resides in ST. CLOUD MN, that (s)he is the _____ President of SENTRY-SILO SHEET METAL INC. the corporation described in and which executed the foregoing instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that (s)he signed his/her name thereto by like order.

(Notarial Seal) JEFFREY P. WALETZKO NOTARY PUBLIC - MINNESOTA My Commission Expires Jan. 31, 2025

(Notary Signature)

ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF MINNESOTA

COUNTY OF STEARNS

On the 12th day of August, 2022, before me, appeared Kathryn Brophy, to me personally known, who being by me duly sworn, did say that (s)he is the aforesaid officer or attorney in fact of the Ohio Farmers Insurance Company, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the afoesaid officer acknowledged said instrument to be the free act and deed of said corporation.

(Notarial Seal) ANNA M. PLUMSKI Notary Public-Minnesota My Commission Expires Jan 31, 2027

(Notary Signature)

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 11/30/20, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney

CERTIFIED COPY

POWER NO. 2260812 09

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
ANITA M. FICKER, CHRISTINA GRESSER, MARK A. GRESSER, CAROL WEBER, JERI FREDERICK, BRIAN NOHAVA, KATHRYN BROPHY, JOINTLY OR SEVERALLY

of WAITE PARK and State of MN its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship- - - -