

Princeton Public Schools - ISD 477
Tuesday, February 5, 2019 at 6:00 PM
Regular School Board Meeting
District Office Board Room

Our Mission

Princeton is an innovative leader in instruction, developing in EVERY learner the ability to succeed in an ever-changing world.

Our Vision

Princeton will equip every student to be career and college ready through personalized instruction, community partnerships and collaboration.

1. PROCEDURAL ITEMS

- 2. Call to Order and Pledge of Allegiance
- 3. Roll Call

4. REPORTS

- a. Board Members Committee Reports
- b. Student Council Report
- c. Superintendent Report

5. APPROVE AGENDA

6. DISCUSS and ACT on PREVIOUS BOARD MEETING MINUTES 3

7. CONSENT AGENDA

The consent agenda consists of non-controversial items that the Board adopts routinely without debate. Any single member may remove an item from consent agenda by requesting removal at the time the consent agenda is moved for adoption. The full text of items approved by consent may be found at the conclusion of the agenda.

- a. Personnel 5
- b. Gifts 6

8. INFORMATION

- a. First Reading of Policy 12

9. ACTION

- a. \$4.5M General Obligation Bond, Series 2019-A 39
I move to accept the Resolution Awarding the Sale, Determining the Form and Details, Authorizing the Execution, Delivery, and Registration, and Providing for the Payment of General Obligation Facilities Maintenance Bonds, Series 2019A.
- b. High School Tennis Court Bid 79
I move to accept the high school tennis court bid as presented.

c. High School Roof Bid	111
<i>I move to accept the high school roof bid as presented.</i>	
d. High School Credit Change	166
<i>I move to accept the high school credit change as presented.</i>	
e. Walking Trail	171
<i>I move to accept the easements related to the City of Princeton Walking Trail as presented.</i>	
10. ADDITIONS TO AGENDA	
11. FUTURE MEETING(s) INFORMATION	
Executive Planning- Feb 13, 4:15pm	
Long Range Planning- Feb 21, 4:00pm	
Policy Committee- Feb 19, 5:00pm	
Work Session- Feb 19, 6:00pm	
12. ADJOURN	

Call to Order and Pledge of Allegiance

The regular meeting of the School Board of District #477 was called to order by Chair Eric Minks on the **15th day of January, at 6:00 p.m.** in the District Center Board Room.

Roll Call: Members Present: Howard Vaillancourt, Sue VanHooser, Eric Minks, Deb Ulm and Chad Young.
Absent: Eric Strandberg and Jim Tomsky.

Others present: Director of Human Resources Jason Senne, Director of Business Services Michelle Czech, High School Principal Barb Muckenhirn, High School Vice Principal Darin Laabs, and Student Council Representative, Ellie Pomerleau.

REPORTS

Board committee meeting(s) and school events each Board member attended.

Deb Ulm
Chad Young
Eric Minks
Sue VanHooser
Howard Vaillancourt

Wellness Committee
None
Executive Planning; Policy Committee
Wellness Committee; SEE Committee
Policy Committee

Student Council Report: This week is Snow Daze and high school has dress up days to raise awareness for various medical conditions. Student council is selling popcorn to raise money for Fairview to support these medical causes.

APPROVE AGENDA

Motion made by Chad Young, seconded by Sue VanHooser, **to approve the agenda with addition.** Motion passed unanimously.

Discussion: Community Education Committee Meeting should be at 12:00 on January 28.

DISCUSS and ACT on PREVIOUS BOARD MEETING MINUTES

Motion made by Deb Ulm, seconded Howard Vaillancourt, **to approve the January 2nd regular meeting and January 2nd organizational meeting minutes with correction.** Motion passed unanimously.

Discussion: In organizational meeting minutes change board member nominating Chad Young for Vice Chair from Deb Ulm to Sue VanHooser.

CONSENT AGENDA

Motion made by Howard Vaillancourt, seconded by Chad Young **to approve the**

consent agenda as presented. Personnel, Gifts, Bills, Wire Transfers, Treasurer's Report, Fundraisers, Grants. Motion passed unanimously.

ADDITION TO AGENDA

- City of Princeton Walking Trail

WORK SESSION

The board started their Work Session at 6:31 p.m. The topics for discussion were:

- Activities Update
- Parameters for 2019-2020
- PHS Registration

FUTURE MEETINGS INFORMATION

Community Education Advisory Committee- Jan 28, 12:00pm

Executive Planning- Jan 30, 4:15pm

Finance Committee- Feb 5, 4:30pm

Regular Board Meeting- Feb 5, 6:00pm

ADJOURN

The work session was adjourned at 7:56 p.m.

Chair Eric Minks

Clerk Sue VanHooser

Recorder- Emily McKinnon

2.5.19

Status	Last Name	First Name	Building	Job Title	Group	Replacing	Effective Date	Wage
New Hire	Gertken	Brett	HS	HS Auto & Woods Teacher	Individual	Darrien Meixell	1.11.19-5.31.19	\$19,735.60
New Hire	Petersen	Sabrina	PS	Playground Supervisor	Paras	Patty Wills	1.29.19	\$15.44 / hr

Status	Last Name	First Name	Building	Job Title	Group	Replacing	Effective Date	Wage
Resignation	Hanenburg	Roy	HS	Head Football Coach	Activities		1.15.19	
Termination	Burgoon	Julie	MS	Food Service	Food Service		1.23.19	
Retiring	Ward	Mary	PS	Speech/Language Pathologist	PEA		5.31.19	

Status	Last Name	First Name	Building	Job Title	Group	Replacing	Effective Date	Wage
LOA	Gunderson	Susan	MS	SPED Para	Paras		2.13.19	
LOA	Pemberton	Amanda	PS	2nd Grade Teacher	PEA		4.24.19	
LOA	Ulm	Crystal	HS	SPED Teacher	PEA		1/10/19 - 3/2/19	

Status	Last Name	First Name	Building	Job Title	Group	Replacing	Effective Date	Wage
Extra Duty	Nowak	Nick	HS	JV Boys Basketball Coach	Activities	Jordan Neubauer	11.19.19	\$3,710.00
Extra Duty	Shea	Ashely	PS	Playground Supervisor	Paras	Mary Gustin	1.29.19	\$15.44 / hr

PRINCETON PUBLIC SCHOOLS
ACCEPTANCE OF GIFTS FORM

In compliance with school district Policy 706 (Acceptance of Gifts), this form must be completed for approval by the School Board before the district receives the gift or donation.

Please obtain Principal or Director signature prior to sending to board for approval.

Donor name: ~~VEX Robotics~~ Central MN Manufacturing Association

Description of gift: \$500 ~~\$1000~~ donation to VEX IQ Robotics

Pre-Condition, Condition, or Limitation on use:

Use by VEX Robotics - attend meeting and complete final status report

How this gift specifically relates to the program or school: VEX Robotics

This gift meets all requirements of Policy 706

Accepted Not Accepted Jen Brenda Baird
Principal or Director Staff Name Date: 1/14/19

Accepted Not Accepted [Signature]
Superintendent Date: 1/14/19

Accepted Not Accepted _____
School Board Chairperson Date: _____

Code Assigned: _____ Program Name _____

Routing:
Principal or Director (thank you note attached) Copy to Building
Business Services
Board Approval

Revised: October 29, 2013



PRINCETON
PUBLIC SCHOOLS

ACCEPTANCE OF GIFTS FORM

In compliance with school district Policy 706 (Acceptance of Gifts), this form must be completed for approval by the School Board before the district receives the gift or donation.

Please obtain Principal or Director signature prior to sending to board for approval.

Donor name The Eddy Foundation

Description of gift \$2,000.00 (check #0246)
(copy of check attached)

Pre-Condition, Condition, or Limitation on use For the use that the district has needs.

How this gift specifically relates to the program or school: _____

This gift meets all requirements of Policy 706 _____

Accepted Not Accepted Michelle Gzech ^{Staff Name} Date: 1.30.19
Principal or Director

Accepted Not Accepted _____ Date: 1/30/19
Superintendent

Accepted Not Accepted _____ Date: _____
School Board Chairperson

Code Assigned: _____ Program Name _____ Routing: _____

Principal or Director (thank you note attached)
Copy to Building Business Services Board Approval

PRINCETON PUBLIC SCHOOLS
ACCEPTANCE OF GIFTS FORM

In compliance with school district Policy 706 (Acceptance of Gifts), this form must be completed for approval by the School Board before the district receives the gift or donation.

Please obtain Principal or Director signature prior to sending to board for approval.

Donor name: Minnesota Historical Society

Description of gift: Check # 00324068 \$440.00

Reimbursement for field trip transportation expenses to MN Historical Society Museum

Pre-Condition, Condition, or Limitation on use:

Reimbursement for students in attendance on day of field trip for cost of riding the bus.

How this gift specifically relates to the program or school:

Provides funds for transportation to the MN Historical Society Museum historic sites - Mill City for 7 w/

This gift meets all requirements of Policy 706

Accepted Not Accepted

[Signature]
Principal or Director

Team of students.
Date: 1/22/19

Accepted Not Accepted

[Signature]
Superintendent

Date: 1/25/19

Accepted Not Accepted

School Board Chairperson

Date: _____

Code Assigned: _____ Program Name _____

Routing:

Principal or Director (thank you note attached)

Copy to Building

Business Services

Board Approval

Revised: May 14, 2013



PRINCETON
PUBLIC SCHOOLS

ACCEPTANCE OF GIFTS FORM

In compliance with school district Policy 706 (Acceptance of Gifts), this form must be completed for approval by the School Board before the district receives the gift or donation.

Please obtain Principal or Director signature prior to sending to board for approval.

Donor name Lion's Club

Description of gift Donation for Purchase of Vision Screener

Pre-Condition, Condition, or Limitation on use New Welch Allen Vision Screener

How this gift specifically relates to the program or school: Will be used for EC-12 screening

This gift meets all requirements of Policy 706 Nicole Wyganowski
Staff Name

Accepted Not Accepted [Signature] Date: 1.14.19
Principal or Director

Accepted Not Accepted [Signature] Date: 1/14/19
Superintendent

Accepted Not Accepted _____ Date: _____
School Board Chairperson

Code Assigned: _____ Program Name _____ Routing: _____

Principal or Director (thank you note attached)

Copy to Building

Business Services

Board Approval

PRINCETON PUBLIC SCHOOLS
ACCEPTANCE OF GIFTS FORM

In compliance with school district Policy 706 (Acceptance of Gifts), this form must be completed for approval by the School Board before the district receives the gift or donation.

Please obtain Principal or Director signature prior to sending to board for approval.

Donor name: Crystal

Description of gift: check for \$500.00

Pre-Condition, Condition, or Limitation on use:

NO limitation

How this gift specifically relates to the program or school: Student Council
members volunteered at their party they host at the primary school

This gift meets all requirements of Policy 706

Accepted Not Accepted

Andrea Levering
Principal or Director

Staff Name
Date: 1/15/19

Accepted Not Accepted

[Signature]
Superintendent

Date: 1/25/19

Accepted Not Accepted

School Board Chairperson

Date: _____

Code Assigned: 350-298-257-000-099 Program Name Student Council

Routing:

Principal or Director (thank you note attached)

Copy to Building

Business Services

Board Approval

Revised: October 29, 2013

PRINCETON PUBLIC SCHOOLS
ACCEPTANCE OF GIFTS FORM

In compliance with school district Policy 706 (Acceptance of Gifts), this form must be completed for approval by the School Board before the district receives the gift or donation.

Please obtain Principal or Director signature prior to sending to board for approval.

Donor name: Crystal Cabinets

Description of gift: \$500 check

Pre-Condition, Condition, or Limitation on use:

None

How this gift specifically relates to the program or school: NHS members volunteered at Crystal Cabinets Children's Party

This gift meets all requirements of Policy 706

Accepted Not Accepted Heather Sorenson Staff Name
[Signature] Date: 1/15/19
Principal or Director

Accepted Not Accepted [Signature] Date: 1/25/19
Superintendent

Accepted Not Accepted _____ Date: _____
School Board Chairperson

Code Assigned: 10 350298 277000 099 Program Name National Honor Society

Routing:
Principal or Director (thank you note attached) Copy to Building
Business Services sent already

Board Approval

Revised: October 29, 2013

Summary of Changes
First Reading of Policies
2.5.19

- 299 - School Board Member Compensation & Expense
 - Increase compensation to \$465.00 per month
- 401 - Equal Employment Opportunity
 - Change title to Director of Human Resources
- 420 - Students & Employees with Sexually Transmitted Infections and Diseases...
 - Corrected formatting
- 516 - Student Medication
 - No Changes
- 520 - Student Surveys
 - No Changes
- 607 - Organization of Grade Levels
 - Changed Online Academy to grades 9-12
- 720 - Vending Machines
 - No Changes

**PRINCETON PUBLIC SCHOOL
POLICY 299-SCHOOL BOARD MEMBER COMPENSATION AND EXPENSE**

Minnesota statutes permit persons who serve on public school boards to receive compensation and reimbursement for expenses incurred while performing school board responsibilities. It is the policy of this district to compensate board members in the amount of ~~\$450.00~~ **\$465.00** per month. The individual board member serving as chairperson will receive an additional \$100 per month. Board members will receive \$50 per official standing board committee & appointment meetings. MSBA training will be allowed at \$50.00 rate per day as well. The School Board Chairperson has authority to appoint members to standing committees. In addition the School Board Chairperson can designate payments for attendance in district meetings that are not standing committees. School board members who attend meetings outside the district will receive reimbursements for expenses outlined in school district policy 412.

A board member can make a recommendation regarding compensation at the organizational meeting. The recommendation will then be considered at both finance and policy committees before formal action is taken.

Official Princeton School Board Committees:

Finance
Long Range Planning Committee
Policy
Public Engagement Committee

Official Princeton School Board Appointments:

Community Education/Early Childhood Family Education Advisory
Meet & Confer
MN State High School League
Rum River Special Education Cooperative
Schools for Equity in Education (SEE)
Wellness

Adopted: July 2, 1987
Revised: January 12, 1993
Reaffirmed: January 4, 1994
Reaffirmed: January 3, 1995
Reaffirmed: January 9, 1996

Revised: January 14, 1997
Reaffirmed: January 13, 1998
Reaffirmed: January 12, 1999
Reaffirmed: January 11, 2000
Revised: January 26, 2007
Revised: February 14, 2007
Reaffirmed: May 14, 2013
Revised: November 18, 2014
Reaffirmed: January 5, 2016
Revised: February 7, 2017
Revised: February 6 , 2018
Revised: February 19, 2019

**PRINCETON PUBLIC SCHOOLS
POLICY 401-EQUAL EMPLOYMENT OPPORTUNITY**

I. PURPOSE

The purpose of this policy is to provide equal employment opportunity for all applicants for school district employment and school district employees.

II. GENERAL STATEMENT OF POLICY

- A. It is the school district's policy to provide equal employment opportunity for all applicants and employees. The school district does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, gender identity, age, family care leave status or veteran status. The school district also makes reasonable accommodations for disabled employees.
- B. The school district prohibits the harassment of any individual for any of the categories listed above. For information about the types of conduct that constitute impermissible harassment and the school district's internal procedures for addressing complaints of harassment, please refer to the school district's policy on harassment and violence.
- C. This policy applies to all areas of employment including hiring, discharge, promotion, compensation, facilities or privileges of employment.
- D. It is the responsibility of every school district employee to follow this policy.
- E. Any person having any questions regarding this policy should discuss it with the **Director of Human Resources** ~~Human Resource Coordinator~~.

Legal References: Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
 29 U.S.C. § 621 et. seq. (Age Discrimination in Employment Act)
 29 U.S.C. § 2615 (Family and Medical Leave Act)
 38 U.S.C. § 4301 et seq. (Vietnam Era Veterans' Readjustment Assistance Act)
 38 U.S.C. § 4211 et. seq. (Veterans' Reemployment Rights Act)
 42 U.S.C. § 2000e et seq. (Title VII of the Civil Rights Act)
 42 U.S.C. § 12101 et seq. (Americans with Disabilities Act)

Cross References: Princeton School District Policy 402 (Disability Nondiscrimination)
 Princeton School District Policy 405 (Veteran's Preference)
 Princeton School District Policy 413 (Harassment and Violence)

Adopted: May 11, 2004

Revised: August 10, 2010

Revised: May 5, 2015

Reviewed: September 6, 2016

Revised: February 19, 2019

PRINCETON PUBLIC SCHOOLS
POLICY 420 - STUDENTS AND EMPLOYEES WITH SEXUALLY TRANSMITTED
INFECTIONS AND DISEASES AND CERTAIN OTHER COMMUNICABLE DISEASES
AND INFECTIOUS CONDITIONS

I. PURPOSE

Public concern that students and staff of the school district be able to attend the schools of the district without becoming infected with serious communicable or infectious diseases, including but not limited to, Human Immunodeficiency Virus (HIV), Acquired Immunodeficiency Syndrome (AIDS), Hepatitis B, and Tuberculosis, requires that the school board adopt measures effectively responding to health concerns while respecting the rights of all students, employees, and contractors, including those who are so infected. The purpose of this policy is to adopt such measures.

II. GENERAL STATEMENT OF POLICY

A. Students

The policy of the school board that students with communicable diseases not be excluded from attending school in their usual daily attendance setting so long as their health permits and their attendance does not create a significant risk of the transmission of illness to students or employees of the school district. A procedure for minimizing interruptions to learning resulting from communicable diseases will be established by the school district in its IEP and Section 504 team process, if applicable, and in consultation with community health and private health care providers. Procedures for the inclusion of students with communicable diseases will include any applicable educational team planning processes, including the review of the educational implications for the student and others with whom the student comes into contact.

B. Employees

The policy of the school board that employees with communicable diseases not be excluded from attending to their customary employment so long as they are physically, mentally, and emotionally able to safely perform tasks assigned to them and so long as their employment does not create a significant risk of the transmission of illness to students, employees, or others in the school district. If a reasonable accommodation will eliminate the significant risk of transmission, such accommodation will be undertaken unless it poses an undue hardship to the school district.

C. Circumstances and Conditions

1. Determinations of whether a contagious individual's school attendance or job performance creates a significant risk of the transmission of the illness to students or employees of the school district will be made on a case by case basis. Such decisions will be based upon the nature of the risk (how it is transmitted), the duration of the risk (how long the carrier is infectious), the severity of the risk (what is the potential harm to third parties), and the probabilities the disease will be transmitted and will cause varying degrees of harm. When a student is disabled, such a determination will be made in consultation with the educational planning team.
2. The school board recognizes that some students and some employees, because of special circumstances and conditions, may pose greater risks for the transmission of infectious conditions than other persons infected with the same illness. Examples include students who display biting behavior, students or employees who are unable to control their bodily fluids, who have oozing skin lesions, or who have severe disorders which result in spontaneous external bleeding. These conditions need to be taken into account and considered in assessing the risk of transmission of the disease and the resulting effect upon the educational program of the student or employment of the employee by consulting with the Commissioner of Health, the physician of the student or employee, and the parent(s)/guardian(s) of the student.

D. Students with Special Circumstances and Conditions

The school district nurse, along with the infected individual's physician, the infected individual or parent(s)/guardian(s), and others, if appropriate, will weigh risks and benefits to the student and to others, consider the least restrictive appropriate educational placement, and arrange for periodic re-evaluation as deemed necessary by the state epidemiologist. The risks to the student shall be determined by the student's physician.

E. Extracurricular Student Participation

Student participation in nonacademic, extracurricular and non-educational programs of the school district are subject to a requirement of equal access and comparable services.

F. Precautions

The school district will develop routine procedures for infection control at school and for educating employees about these procedures. The procedures shall be developed through cooperation with health professionals taking into consideration any guidelines of the Minnesota Department of Education and the Minnesota Department of Health. (These precautionary procedures shall be consistent with the school district's procedures regarding blood-borne pathogens developed pursuant to the school district's employee right to know policy.)

G. Information Sharing

1. Employee and student health information shall be shared within the school district only with those whose jobs require such information and with those who have a legitimate educational interest (including health and safety) in such information and shall be shared only to the extent required to accomplish legitimate educational goals and to comply with employees' right to know requirements.
2. Employee and student health data shall be shared outside the school district only in accordance with state and federal law and with the school district's policies on employee and student records and data.

H. Reporting

If a medical condition of student or staff threatens public health, it must be reported to the Commissioner of Health.

I. Prevention

The school district shall, with the assistance of the Commissioners of Health and Education, implement a program to prevent and reduce the risk of sexually transmitted diseases in accordance with Minn. Stat. § 121A.23 which includes:

1. planning materials, guidelines, and other technically accurate and updated information;
2. a comprehensive, developmentally appropriate, technically accurate, and updated curriculum that includes helping students to abstain from sexual activity until marriage;
3. cooperation and coordination among school districts and Service Cooperatives;
4. a targeting of adolescents, especially those who may be at high risk of contracting sexually transmitted diseases and infections, for prevention efforts;
5. involvement of parents and other community members;
6. in-service training for district staff and school board members;

7. collaboration with state agencies and organizations having a sexually transmitted infection and disease prevention or sexually transmitted infection and disease risk reduction program;
8. collaboration with local community health services, agencies and organizations having a sexually transmitted infection and disease risk reduction program; and
9. participation by state and local student organizations.
10. The program must be consistent with the health and wellness curriculum.
11. The school district may accept funds for sexually transmitted infection and disease prevention programs developed and implemented under this section from public and private sources including public health funds and foundations, department professional development funds, federal block grants, or other federal or state grants.

J. Vaccination and Screening

The school district will develop procedures regarding the administration of Hepatitis B vaccinations and Tuberculosis screenings in keeping with current state and federal law. The procedures shall provide that the Hepatitis B vaccination series be offered to all who have occupational exposure at no cost to the employee.

Legal References: Minn. Stat. § 121A.23 (Health-Related Programs)
 Minn. Stat. § 144.441-442 (Tuberculosis)
 Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
 20 U.S.C. § 1400 et seq. (Individuals with Disabilities Education Improvement Act of 2004)
 29 U.S.C. § 794 et seq. (Rehabilitation Act of 1973, § 504)
 42 U.S.C. § 12101 et seq. (Americans with Disabilities Act)
 29 C.F.R. 1910.1030 (Occupational Exposure to Bloodborne Pathogens)
Kohl by Kohl v. Woodhaven Learning Center, 865 F.2d 930 (8th Cir.), cert. denied, 493 U.S. 892, 110 S.Ct. 239 (1989)
School Board of Nassau County, Fla. v. Arline, 480 U.S. 273, 107 S.Ct. 1123 (1987)
 16 EHLR 712, OCR Staff Memo, April 5, 1990

Cross References: Princeton Public Schools Policy 402 (Disability Nondiscrimination)
Princeton Public Schools Policy 407 (Employee Right to Know –
Exposure to Hazardous Substances)
Princeton Public Schools Policy 521 (Student Disability
Nondiscrimination)

Adopted: June 8, 2004
Revised: August 10, 2010
Reviewed: August 4, 2015
Revised: August 16, 2016
Reviewed: February 19, 2019

Princeton Public Schools
516 - STUDENT MEDICATION

I. PURPOSE

The purpose of this policy is to set forth the provisions that must be followed when administering nonemergency prescription medication to students at school.

II. GENERAL STATEMENT OF POLICY

The school district acknowledges that some students may require prescribed drugs or medication during the school day. The school district's licensed school nurse, trained health clerk, principal, or teacher will administer prescribed medications, except any form of medical cannabis in accordance with law and school district procedures.

III. REQUIREMENTS

- A. The administration of prescription medication or drugs at school requires a completed signed request from the student's parent. An oral request must be reduced to writing within two school days, provided that the school district may rely on an oral request until a written request is received.
- B. An "Administering Prescription Medications" form must be completed annually (once per school year) and/or when a change in the prescription or requirements for administration occurs. Prescription medication as used in this policy does not include any form of medical cannabis as defined in Minn. Stat. § 152.22. Subd. 6.
- C. Prescription medication must come to school in the original container labeled for the student by a pharmacist in accordance with law, and must be administered in a manner consistent with the instructions on the label.
- D. The school nurse may request to receive further information about the prescription, if needed, prior to administration of the substance.
- E. Prescription medications are not to be carried by the student, but will be left with the appropriate school district personnel. Exceptions to this requirement are: prescription asthma medications self-administered with an inhaler (See Part J.5. below), and medications administered as noted in a written agreement between the school district and the parent or as

specified in an IEP (individualized education program), Section 504 plan, or IHP (individual health plan).

- F. The school must be notified immediately by the parent or student 18 years old or older in writing of any change in the student's prescription medication administration. A new medical authorization or container label with new pharmacy instructions shall be required immediately as well.
- G. For drugs or medicine used by children with a disability, administration may be as provided in the IEP, Section 504 plan or IHP.
- H. The school nurse, or other designated person, shall be responsible for the filing of the Administering Prescription Medications form in the health records section of the student file. The school nurse, or other designated person, shall be responsible for providing a copy of such form to the principal and to other personnel designated to administer the medication.
- I. Procedures for administration of drugs and medicine at school and school activities shall be developed in consultation with a school nurse, a licensed school nurse, or a public or private health organization or other appropriate party (if appropriately contracted by the school district under Minn. Stat. § 121A.21). The school district administration shall submit these procedures and any additional guidelines and procedures necessary to implement this policy to the school board for approval. Upon approval by the school board, such guidelines and procedures shall be an addendum to this policy.
- J. Specific Exceptions:
 - a. Special health treatments and health functions such as catheterization, tracheostomy suctioning, and gastrostomy feedings do not constitute administration of drugs and medicine;
 - b. Emergency health procedures, including emergency administration of drugs and medicine are not subject to this policy;
 - c. Drugs or medicine provided or administered by a public health agency to prevent or control an illness or a disease outbreak are not governed by this policy;
 - d. Drugs or medicines used at school in connection with services for which a minor may give effective consent are not governed by this policy;
 - e. Drugs or medicines that are prescription asthma or reactive airway disease medications can be self-administered by a student with an asthma inhaler if:

- i. the school district has received a written authorization from the pupil's parent permitting the student to self-administer the medication;
 - ii. the inhaler is properly labeled for that student; and
 - iii. the parent has not requested school personnel to administer the medication to the student. The parent must submit written authorization for the student to self-administer the medication each school year. In a school that does not have a school nurse or school nursing services, the student's parent or guardian must submit written verification from the prescribing professional which documents that an assessment of the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting has been completed. If the school district employs a school nurse or provides school nursing services under another arrangement, the school nurse or other appropriate party must assess the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting and enter into the student's school health record a plan to implement safe possession and use of asthma inhalers;

- f. Medications:
 - i. that are used off school grounds;
 - ii. that are used in connection with athletics or extracurricular activities; or
that are used in connection with activities that occur before or after the regular school day are not governed by this policy.

- g. Nonprescription Medication. A secondary student may possess and use nonprescription pain relief in a manner consistent with the labeling, if the school district has received written authorization from the student's parent or guardian permitting the student to self-administer the medication. The parent or guardian must submit written authorization for the student to self-administer the medication each school year. The school district may revoke a student's privilege to possess and use nonprescription pain relievers if the school district determines that the student is abusing the privilege. This provision does not apply to the possession or use of any drug or product containing ephedrine or

pseudoephedrine as its sole active ingredient or as one of its active ingredients. Except as stated in this paragraph, only prescription medications are governed by this policy.

- h. At the start of each school year or at the time a student enrolls in school, whichever is first, a student's parent, school staff, including those responsible for student health care, and the prescribing medical professional must develop and implement an individualized written health plan for a student who is prescribed epinephrine auto-injectors that enables the student to:

- i. possess epinephrine auto-injectors; or
- ii. if the parent and prescribing medical professional determine the student is unable to possess the epinephrine, have immediate access to epinephrine auto-injectors in close proximity to the student at all times during the instructional day.

The plan must designate the school staff responsible for implementing the student's health plan, including recognizing anaphylaxis and administering epinephrine auto-injectors when required, consistent with state law. This health plan may be included in a student's § 504 plan.

- K. "Parent" for students 18 years old or older is the student.
- L. Districts and schools may obtain and possess epinephrine auto-injectors to be maintained and administered by school personnel to a student or other individual if, in good faith, it is determined that person is experiencing anaphylaxis regardless of whether the student or other individual has a prescription for an epinephrine auto-injector. The administration of an epinephrine auto-injector in accordance with this section is not the practice of medicine. A district or school may enter into arrangements with manufacturers of epinephrine auto-injectors to obtain epinephrine auto-injectors at fair-market, free, or reduced prices. A third party, other than a manufacturer or supplier, may pay for a school's supply of epinephrine auto-injectors.

Legal References: Minn. Stat. § 13.32 (Student Health Data)
 Minn. Stat. § 121A.21 (Hiring of Health Personnel)
 Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)

Minn. Stat. § 121A.221 (Possession and Use of Asthma Inhalers by Asthmatic Students)

Minn. Stat. § 121A.222 (Possession and Use of Nonprescription Pain Relievers by Secondary Students)

Minn. Stat. § 121A.2205 (Possession and Use of Epinephrine Auto-Injectors; Model Policy)

Minn. Stat. § 121A.2207 (Life-Threatening Allergies in Schools; Stock Supply of Epinephrine Auto-Injectors)

Minn. Stat. § 151.212 (Label of Prescription Drug Containers)

Minn. Stat. § 152.22 (Medical Cannabis; Definition)

Minn. Stat. § 152.23 (Medical Cannabis; Limitations)

20 U.S.C. § 1400 et seq. (Individuals with Disabilities Education Improvement Act of 2004)

29 U.S.C. § 794 et seq. (Rehabilitation Act of 1973, § 504)

Cross References: MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)

Adopted: November 10, 1988

Revised: June 22, 1999

Revised: October 11, 2005

Revised: October 21, 2014

Reviewed: August 18, 2015

Revised: September 6, 2016

Reviewed: February 19, 2019

PRINCETON PUBLIC SCHOOLS
520 - STUDENT SURVEYS

I. PURPOSE

Occasionally the school district utilizes surveys to obtain student opinions and information about students. The purpose of this policy is to establish the parameters of information that may be sought in student surveys.

II. GENERAL STATEMENT OF POLICY

Student surveys may be conducted as determined necessary by the school district. Surveys, analyses and evaluations conducted as part of any program funded through the U.S. Department of Education must comply with 20 U.S.C. § 1232h.

III. STUDENT SURVEYS IN GENERAL

- A. Student surveys will be conducted anonymously and in an indiscernible fashion. No mechanism will be used for identifying the participating student in any way. No attempt will be made in any way to identify a student survey participant. There will be no requirement that the student return the survey, and no record of the student's returning a survey will be maintained.
- B. The superintendent may choose not to approve any survey that seeks probing personal and/or sensitive information that could result in identifying the survey participant, or is discriminatory in nature based on age, race, color, sex, disability, religion, or national origin.
- C. Surveys containing questions pertaining to the student's or the student's parent(s) or guardian(s) personal beliefs or practices in sex, family life, morality and religion will not be administered to any student unless the parent or guardian of the student is notified in writing that such survey is to be administered and the parent or guardian of the student gives written permission for the student to participate or has the opportunity to opt out of the survey depending upon how the survey is funded. Any and all documents containing the written permission of a parent for a student to participate in a survey will be maintained by the school district in a file separate from the survey responses.
- D. Although the survey is conducted anonymously, potential exists for personally identifiable information to be provided in response thereto. To the extent that personally identifiable information of a student is contained in his or her responses to a survey, the school district will take appropriate steps to ensure the data is protected in accordance with Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act), 20 U.S.C. § 1232g (Family Educational Rights and Privacy Act) and 34 C.F.R. Part 99.
- E. The school district must not impose an academic or other penalty on a student who opts out of participating in a student survey.

IV. STUDENT SURVEYS CONDUCTED AS PART OF DEPARTMENT OF EDUCATION PROGRAM

- A. All instructional materials, including teacher's manuals, films, tapes, or other supplementary material which will be used in connection with any survey, analysis, or evaluation as part of any program funded in whole or in part by the U.S. Department of Education, shall be available for inspection by the parents or guardians of the students.
- B. No student shall be required, as part of any program funded in whole or in part by the U.S. Department of Education, without the prior consent of the student (if the student is an adult or emancipated minor), or in the case of an unemancipated minor, without the prior written consent of the parent, to submit to a survey that reveals information concerning:
 - 1. political affiliations or beliefs of the student or the student's parent;
 - 2. mental and psychological problems of the student or the student's family;
 - 3. sex behavior or attitudes;
 - 4. illegal, antisocial, self-incriminating, or demeaning behavior;
 - 5. critical appraisals of other individuals with whom respondents have close family relationships;
 - 6. legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;
 - 7. religious practices, affiliations, or beliefs of the student or the student's parent; or
 - 8. income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).
- C. A school district that receives funds under any program funded by the U.S. Department of Education shall develop local policies consistent with Sections IV.A. and IV.B., above, concerning student privacy, parental access to information, and administration of certain physical examinations to minors.
 - 1. The following policies are to be adopted in consultation with parents:
 - a) The right of a parent to inspect, on request, a survey, including an evaluation, created by a third party before the survey is administered or distributed by a school to a student, including procedures for granting a parent's request for reasonable access to such survey within a reasonable period of time after the request is received. "Parent" means a legal guardian or other person acting in loco parentis (in place of a parent), such as a

grandparent or stepparent with whom the child lives, or a person who is legally responsible for the welfare of the child.

- b) Arrangements to protect student privacy in the event of the administration or distribution of a survey, including an evaluation, to a student which contains one or more of the items listed in Section IV.B., above, including the right of a parent of a student to inspect, on request, any such survey.
- c) The right of a parent of a student to inspect, on request, any instructional material used as part of the educational curriculum for the student and procedures for granting a request by a parent for such access within a reasonable period of time after the request is received. "Instructional material" means instructional content that is provided to a student, regardless of format, including printed or representational materials, audio-visual materials, and materials in electronic or digital formats (i.e., materials accessible through the Internet). The term does not include academic tests or academic assessments.
- d) The administration of physical examinations or screenings that the school district may administer to a student. This provision does not apply to a survey administered to a student in accordance with the Individuals with Disabilities Education Act (20 U.S.C. § 1400, et seq.).
- e) The collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information (or otherwise providing the information to others for that purpose), including arrangements to protect student privacy that are provided by the school district in the event of such collection, disclosure, or use.
 - (1) "Personal information" means individually identifiable information including a student or parent's first and last name; a home or other physical address (including street name and the name of the city or town); a telephone number; or a Social Security identification number.
 - (2) This provision does not apply to the collection, disclosure, or use of personal information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions, such as:
 - (a) college or other postsecondary education recruitment or military;

- (b) book clubs, magazines, and programs providing access to low cost literary products;
 - (c) curriculum and instructional materials used by elementary and secondary schools;
 - (d) tests and assessments used by elementary schools and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students, or to generate other statistically useful data for the purpose of securing such tests and assessments and the subsequent analysis and public release of the aggregate data from such tests and assessments;
 - (e) the sale by students of products or services to raise funds for school-related or education-related activities; and
 - (f) student recognition programs.
- (3) The right of a parent to inspect, on request, any instrument used in the collection of information, as described in Section IV.C.1., Subparagraph e., above, before the instrument is administered or distributed to a student and procedures for granting a request by a parent for reasonable access to such an instrument within a reasonable period of time after the request is received.
2. The policies adopted under Section IV.C., Subparagraph 1., above, shall provide for reasonable notice of the adoption or continued use of such policies directly to parents of students enrolled in or served by the school district.
- a) The notice will be provided at least annually, at the beginning of the school year, and within a reasonable period of time after any substantive change in a policy.
 - b) The notice will provide parents with an opportunity to opt out of participation in the following activities:
 - (1) Activities involving the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information, or otherwise providing that information to others for that purpose.

- (2) The administration of any third-party survey (non-Department of Education funded) containing one or more of the items contained in Section IV.B., above.
- (3) Any nonemergency, invasive physical examination or screening that is required as a condition of attendance, administered by the school and scheduled by the school in advance, and not necessary to protect the immediate health and safety of the student or other students. "Invasive physical examination" means any medical examination that involves the exposure of private body parts, or act during such examination that includes incision, insertion, or injection into the body, but does not include a hearing, vision, or scoliosis screening.
- c) The notice will advise students of the specific or approximate dates during the school year when the activities in Section IV.C.2., Subparagraph b., above, are scheduled, or expected to be scheduled.
- d) The notice provisions shall not be construed to preempt applicable provisions of state law that require parental notification and do not apply to any physical examination or screening that is permitted or required by applicable state law, including physical examinations or screenings that are permitted without parental notification.

V. NOTICE

- A. The school district must give parents and students notice of this policy at the beginning of each school year and after making substantive changes to this policy.
- B. The school district must inform parents at the beginning of the school year if the district or school identified specific or approximate dates for administering surveys and give parents reasonable notice of planned surveys scheduled after the start of the school year. The school district must give parents direct, timely notice when their students are scheduled to participate in a student survey by United States mail, e-mail, or another direct form of communication.
- C. The school district must give parents the opportunity to review the survey and to opt their students out of participating in the survey.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
 Minn. Stat. § 121A.065 (District Surveys to Collect Student Information;
 Parent Notice and Opportunity for Opting Out.)

20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

20 U.S.C. § 1232h (Protection of Pupil Rights)

34 C.F.R. Part 99 (Family Educational Rights and Privacy Act Regulations)

Gonzaga University v. Doe, 536 U.S. 273, 122 S. Ct. 2268, 153 L.Ed.2d 309 (2002)

Cross References: MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)

Adopted: November 14, 2006

Revised: August 18, 2015

Revised: August 16, 2016

Reviewed: February 19, 2019

**PRINCETON PUBLIC SCHOOLS
POLICY 607 - ORGANIZATION OF GRADE LEVELS**

I. PURPOSE

The purpose of this policy is to address the grade level organization of schools within the school district.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to address the groupings of grade levels as recognized in Minn. Stat. § 120A.05, as follows:

<u>Early Childhood Program:</u>	Birth through age 5
Family Center	Birth through age 5
<u>Elementary Schools:</u>	Grades K through 5
Primary School	Grades K-2
Intermediate School	Grades 3-5
<u>Secondary Schools:</u>	Grades 6-12
Middle School:	Grades 6 through 8
High School:	Grades 9 through 12
<u>Student Services:</u>	
Area Learning Center (ALC)	Grades 9 through 12
Princeton Online Academy	Grades 9 through 12
Educational Options	Grades K through 12

- B. The superintendent may seek school board approval to administer certain programs on a non-graded basis or a design different from that indicated. Program proposals that seek school board approval must meet all state requirements and reflect the rationale for the modification.

III. DEFINITIONS

- A. "Kindergarten" means a program designed for students five years of age on September 1 of the calendar year in which the school year commences that prepares students to enter first grade the following school year.
- B. "Prekindergarten" means a program designed for students younger than five years of age on September 1 of the calendar year in which the school year

commences that prepares students to enter Kindergarten the following school year.

Legal References: Minn. Stat. § 120A.05, Subds. 9, 10a, 11, 13, 17 (Public Schools)
Minn. Stat. § 123B.02, Subd. 2 (General Powers of Independent School Districts)

Revised: April 15, 2014
Reviewed: October 20, 2015
Revised: January 17, 2017
Revised: February 19, 2019

**PRINCETON PUBLIC SCHOOL
POLICY 720-VENDING MACHINES**

I. PURPOSE

The purpose of this policy is to establish procedures to govern vending machines installed in school facilities in the school district.

II. GENERAL STATEMENT OF POLICY

It is the policy of the school district to contract for, supervise, maintain, and account for the proceeds from vending machines located in school facilities in a manner that is fair, that maximizes the revenues from those machines, that allows those revenues to be included in the budget of the facility in which they are generated, and that establishes controls to avoid fraud, theft, or the appearance of impropriety.

III. AUTHORIZATION

Automatic vending machines for the dispensing of food, beverages, or other approved items are authorized in any school facility in the school district provided that all contracts for such vending machines must be approved by the school board as provided in this policy.

IV. SUPERVISION; APPROVAL; LOCATION

- A. All vending machines shall be under the supervision of the school principal or other person in charge of the facility in which the machine is located. That administrator shall be responsible to supervise the machine in compliance with this policy and any applicable laws.
- B. The items to be dispensed from a vending machine located in a school facility shall be approved by the principal or other person in charge of that facility. All food, beverages, or other items approved shall be appropriate to the school setting. Machines dispensing cigarettes or tobacco products are not authorized under any circumstances. In the event a written complaint is filed with the superintendent regarding the approval or disapproval of any item, the school board, after proper review, shall make the final determination.
- C. Vending machines may be approved that will dispense items only during certain hours, through the use of timers or otherwise. Vending machines should not be operated in competition with the school cafeteria or food service. The principal or other person in charge of the

school facility may regulate the hours of operation of any machine.

- D. Vending machines shall be located to meet any applicable building, fire or life/safety codes and to provide convenience of operation, accessibility, and ease of maintenance. The principal or other person in charge of the facility shall review the location of each machine with appropriate maintenance and food service staff.

V. CONTRACT APPROVAL

- A. All contracts for the purchase or rental of vending machines shall be considered by the school board on a facility-by-facility basis.
- B. If it is estimated that the aggregate receipts from all vending machines located in a school facility will be \$10,000 or more in a fiscal year, the contract for any vending machine in that facility must be awarded after the receipt of sealed bids and compliance with Minn. Stat. § 123B.52.
- C. If it is estimated that the aggregate receipts from all vending machines located in a school facility will be less than \$10,000 in a fiscal year, the contract for any vending machine in that facility may be awarded after the receipt of two or more quotations after taking into consideration conformity with the specifications, terms of delivery, other conditions imposed in the call for quotations, and compliance with Minn. Stat. § 123B.52.
- D. The contracting process shall be conducted in compliance with Minn. Stat. § 123B.52. A copy of this policy shall be included in any specifications or request for proposals or quotations. A record shall be kept of all bids or quotations received with the names, amounts, and successful bidder indicated. All bids and quotations shall be kept on file as a public record for a period of at least one year after their receipt.
- E. Any bid or quotation must specify all commissions to be paid from the machine and any other noncommission amounts to be paid as a result of the award of the contract. The noncommission amounts include, but are not limited to, cash payments, in-kind payments, equipment donations, scholarship contributions, bonus payments, or other payments or contributions of any kind or nature. The noncommission amounts shall be reduced to a cash equivalency and shall be specified on the bid or quotation as an additional amount to be paid for the award of the contract.
- F. If a contract contains a provision allowing exclusivity, such as all machines in the building carrying only a certain manufacturer's brand of pop, that provision must be reviewed by the administration prior to requesting bids or quotations to ensure that it does not conflict with

- other contracts of the school district.
- G. All contracts for vending machines must be approved by the school board. Any contract not made in compliance with this policy shall be void. Any district employee signing an unauthorized contract may be subject to personal liability thereon and may be disciplined for said action.
 - H. All vending machines are to be installed at the expense of the facility in which located. All financial responsibility for the maintenance and repair of machines shall remain with the individual facility in which located to the extent not addressed in the contract.
 - I. No teacher, administrator, school district employee, or school board member shall be interested, directly or indirectly, in a vending machine contract with the school district or personally benefit financially therefrom.

VI. ACCOUNTING

- A. Proceeds from vending machine sales and contracts shall be under the control of the school board, shall be accounted for in one of the regular school district funds, and must be accounted for and reported in compliance with UFARS.
- B. An amount equal to the amount of the proceeds from the machines in each facility shall be included in the budget of the facility in which the proceeds are generated. That amount may be expended in accordance with established expenditure procedures.
- C. Pursuant to the vending machine contract or otherwise, proper auditing and inventory control procedures shall be established to ensure that commissions are being correctly calculated and paid. These controls must include daily, weekly, or other periodic inventories and written reconciliations of variances between inventory and cash. Each time cash is removed from, or inventory is added to a machine, a written reconciliation between cash and inventory must be performed by the person taking the cash from the machine and must be signed by the principal or other person in charge of the facility. The original written reconciliation reports shall be filed with the business office monthly and a copy shall be retained by the principal's office.

Legal References: Minn. Stat. § 123B.20 (Dealing in Supplies)
Minn. Stat. § 123B.52 (Contracts)
Minn. Stat. § 471.345 (Contracts)
Minn. Stat. § 471.87 (Conflict of Interest)

Cross References: Policy 210 (Conflict of Interest – School Board Members)
Policy 702 (Accounting)

Adopted: November 25, 2003
Revised: October 26, 2010
Revised: April 19, 2016
Reviewed: October 18, 2016
Reviewed: February 19, 2019

CERTIFICATION OF MINUTES RELATING
TO
GENERAL OBLIGATION
FACILITIES MAINTENANCE BONDS, SERIES 2019A

ISSUER: INDEPENDENT SCHOOL DISTRICT NO. 477
(PRINCETON PUBLIC SCHOOLS)
PRINCETON, MINNESOTA

BODY: SCHOOL BOARD

KIND, DATE, TIME AND PLACE OF MEETING: A regular meeting held on February 5, 2019, at 6:00 o'clock p.m., in the District.

MEMBERS PRESENT:

MEMBERS ABSENT:

Documents Attached: Extract of Minutes of said meeting.

**RESOLUTION AWARDING THE SALE, DETERMINING
THE FORM AND DETAILS, AUTHORIZING
THE EXECUTION, DELIVERY, AND REGISTRATION, AND PROVIDING
FOR THE PAYMENT OF GENERAL OBLIGATION
FACILITIES MAINTENANCE BONDS, SERIES 2019A**

I, the undersigned, being the duly qualified and acting recording officer of the public corporation issuing the obligations referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting, so far as they relate to said obligations; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS MY HAND officially as such recording officer this ____ day of February, 2019.

School District Clerk

EXTRACT OF MINUTES OF A MEETING
OF THE SCHOOL BOARD OF
INDEPENDENT SCHOOL DISTRICT NO. 477
(PRINCETON PUBLIC SCHOOLS)
STATE OF MINNESOTA

HELD: FEBRUARY 5, 2019

Pursuant to due call and notice thereof, a regular meeting of the School Board of Independent School District No. 477, State of Minnesota, was duly held on February 5, 2019, at 6:00 o'clock p.m.

It was reported that ____ proposals for the purchase of the General Obligation Facilities Maintenance Bonds, Series 2019A of the District had been received prior to 10:00 o'clock a.m., Central Time, pursuant to the Terms of Proposal contained in the Official Statement; that the proposals had been opened, read and tabulated; and that the best proposal of each proposal maker was determined to be as follows:

SEE ATTACHED

Member _____ introduced the following resolution and moved its adoption:

**RESOLUTION AWARDING THE SALE, DETERMINING
THE FORM AND DETAILS, AUTHORIZING
THE EXECUTION, DELIVERY AND REGISTRATION, AND PROVIDING
FOR THE PAYMENT OF GENERAL OBLIGATION
FACILITIES MAINTENANCE BONDS, SERIES 2019A**

BE IT RESOLVED by the School Board of Independent School District No. 477,

State of Minnesota, as follows:

Section 1. Authorization and Sale.

1.01 Authorization. At a meeting held October 16, 2018, this Board determined to sell and issue general obligation bonds of Independent School District No. 477 (the "Issuer" or the "District") in the total aggregate principal amount of not to exceed \$4,500,000 (the "Bonds"). Said bonds shall be issued to fund the acquisition and betterment of projects included in the District's ten-year facility plan approved by the Commissioner of Education pursuant to Minnesota Statutes, Section 123B.595, subdivision 5 and related financing costs. In the Terms of Proposal, the District reserved the right, after proposals were opened and prior to award, to increase or decrease the principal amount of the Bonds offered for sale or the amount of any individual maturity, with the increase or decrease to occur in multiples of \$5,000 in any of the maturities. The Board has caused the Notice of Intent to Issue Bonds to Finance Certain Projects included in the District's approved ten-year facility plan to be published in the official newspaper of the District as required by Minnesota Statutes, Section 123B.595, subdivision 5, clause (b).

1.02 Sale. The Board, having been advised by Ehlers & Associates, Inc., its independent municipal advisor, has determined that this issue shall be privately sold after receipt of written proposals, as authorized pursuant to Minnesota Statutes, Section 475.60, Subdivision 2, as amended. The Board has publicly received and considered all proposals presented in conformity with the Terms of Proposal contained in the Official Statement, which are hereby ratified and confirmed in all respects and are incorporated herein by reference as though fully specified in this paragraph. The most favorable of such proposals is ascertained to be that of _____ (the "Purchaser") to purchase the Bonds at a price of \$_____, plus interest accrued to settlement, and upon the further terms and conditions set forth in the Terms of Proposal contained in the Official Statement and this resolution. Said proposal is hereby accepted and the sale of the Bonds is hereby awarded to said Purchaser.

1.03 Execution of Documents; Return of Good Faith Deposits. The Chair and Clerk are authorized and directed to endorse an acceptance on both copies of the most favorable proposal and to send one copy to the Purchaser.

1.04 Compliance with Law. All acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed precedent to the issuance of the Bonds having been done, having happened and having been performed in regular and due form, time and manner as required by law, it is necessary for this Board to establish the form and terms of the Bonds, to provide for the security thereof, and to provide for the issuance of the Bonds forthwith.

1.05 Minnesota School District Credit Enhancement Program. (a) The District hereby covenants and obligates itself to notify the Commissioner of Education of a potential default in the payment of principal and interest on the Bonds and to use the provisions of Minnesota Statutes, Section 126C.55 to guarantee payment of the principal and interest on the Bonds when due. The District further covenants to deposit with the Bond Registrar or any successor paying agent three (3) days prior to the date on which a payment is due an amount sufficient to make that payment or to notify the Commissioner of Education that it will be unable to make all or a portion of that payment. The Bond Registrar for the Bonds is authorized and directed to notify the Commissioner of Education if it becomes aware of a potential default in the payment of principal or interest on the Bonds or if, on the day two (2) business days prior to the date a payment is due on the Bonds, there are insufficient funds to make that payment on deposit with the Bond Registrar. The District understands that as a result of its covenant to be bound by the provisions of Minnesota Statutes, Section 126C.55, the provisions of that section shall be binding as long as any Bonds of this issue remain outstanding.

(b) The District further covenants to comply with all procedures now or hereafter established by the Departments of Management and Budget and Education of the State of Minnesota pursuant to Minnesota Statutes, Section 126C.55, subdivision 2(c) and otherwise to take such actions as necessary to comply with that section.

1.06 Facilities Maintenance Bonding and Levy Program. The District hereby covenants and obligates itself to comply with the provisions of Minnesota Statutes, Section 123B.595, and any continuing obligations specified therein, including the requirements relating to annually updating its ten-year facility plan, submitting its facility maintenance plan to the Commissioner annually or as otherwise required, and accounting as required thereunder.

Section 2. Bond Terms.

2.01 Designation; Registration; Denomination; Maturities. The \$ _____ aggregate principal amount of general obligation bonds sold on this date shall be designated General Obligation Facilities Maintenance Bonds, Series 2019A, shall be dated February 28, 2019, as the date of original issue, and shall be issued forthwith on or after such date using a global book-entry system. The Bonds shall be issued as fully registered bonds and shall be numbered R-1 upward, in the denomination of \$5,000 each or any integral multiple thereof of a single maturity. The Bonds shall mature on February 1 in the years and amounts set forth below, and shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, or, if no interest has been paid or provided for, from the date of original issue until paid or duly called for mandatory redemption, if herein provided, at the rates per annum set forth below opposite such years and amounts, as follows:

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
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In the Terms of Proposal, the District reserved the right, after proposals were opened and prior to award, to increase or decrease the principal amount of the Bonds offered for sale or the amount of any individual maturity, with the increase or decrease to occur in multiples of \$5,000 in any of the maturities. The amounts specified above are hereby adopted and approved as so adjusted. The Bonds maturing in the years ____ and ____ are term bonds subject to mandatory redemption in the years and principal amounts as specified in paragraph 2.04(b).

These maturities, together with the maturities of all other outstanding general obligation bonds of the Issuer, meet the requirements of Minnesota Statutes, Section 475.54.

2.02 Interest Payments. Interest shall be payable semiannually on each February 1 and August 1 to maturity (each an "Interest Payment Date"), commencing August 1, 2019. Interest will be calculated on the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the MSRB. Interest will be payable in the manner set forth in the form of Global Certificate or Replacement Bond and Paragraph 4.06 of this resolution.

2.03 Use of Global Book-Entry System.

(a) Description of System. In order to issue obligations in "global book-entry form", the obligations are issued in certificated form in large denominations, are registered on the books of the Issuer in the name of a depository or its nominee, and are immobilized and held in safekeeping by the depository. The depository, as part of the computerized National Securities Clearance and Settlement System (the "National System"), registers transfers of ownership interests in the obligations by making computerized book entries on its own books and distributing payments on the obligations to its participants shown on its books as the owners of such interests. These participants, which include financial institutions for whom the depository effects book-entry transfers of securities deposited and immobilized with the depository, and other banks, brokers and dealers participating in the National System will do likewise if not the beneficial owners of the obligations.

(b) Designation of Depository; Approval of Blanket Issuer Letter of Representations. The Depository Trust Company ("DTC") of New York, New York, a Securities and Exchange Commission designated depository, a limited purpose New York trust company, a member of the Federal Reserve System, and a "clearing corporation" within the meaning of the New York Uniform Commercial Code, is hereby designated as the depository (the "Depository") with respect to the Bonds issued hereunder in global book-entry form. There has been submitted to this Board a form of letter of representations (the "Blanket Issuer Letter of Representations") between the Issuer and the Depository setting forth various matters relating to the Depository and its role with respect to the Bonds. This Blanket Issuer Letter of Representations is hereby approved. The Chair or the Clerk is hereby authorized and directed to execute the Blanket Issuer Letter of Representations in substantially the form attached hereto as EXHIBIT C, if such a letter of representations has not already been executed, with only such variations therein as may be required to complete the Blanket Issuer Letter of Representations, or which are not, in the opinion of Bond Counsel, materially adverse to the interests of the Issuer. Execution of the Blanket Issuer Letter of Representations by such official shall be conclusive evidence as to the necessity and propriety of such changes and their approval by Bond Counsel. So long as DTC is the Depository or it or its nominee is the Holder of any Global Certificate, the District shall comply with the provisions of the Blanket Issuer Letter of Representations, as it may be amended or supplemented by the District from time to time with the agreement or consent of DTC.

(c) Global Certificates. Upon their original issuance, the Bonds will be issued in the form of a single Global Certificate for each maturity which shall represent the aggregate principal amount of the Bonds due on a particular maturity date (the "Global Certificates"). The Global Certificates will be originally issued and fully registered as to principal and interest in the name of Cede & Co., as nominee of DTC. The Global Certificates will be deposited with the Depository by the Purchaser and will be immobilized as further provided

herein. No beneficial owners of interest in the Bonds will receive certificates representing their respective interests in the Bonds except as provided below in clause (e) of this Paragraph 2.03. Except as so provided, during the term of the Bonds, beneficial ownership (and subsequent transfers of beneficial ownership) of interests in the Global Certificates will be reflected by book entries made on the records of the Depository and its participants and other banks, brokers, and dealers participating in the National System. The Depository's book entries of beneficial ownership interest are authorized to be in integral increments of \$5,000, despite the larger authorized denominations of the Global Certificates. Payment of principal of, premium, if any, and interest on the Global Certificates will be made to the Bond Registrar as paying agent, and in turn by the Bond Registrar to the Depository or its nominee as registered owner of the Global Certificates. The Depository, according to the laws and rules governing it, will receive and forward such payments on behalf of the beneficial owners of the Global Certificates.

(d) Immobilization of Global Certificates by the Depository. Pursuant to the request of the Purchaser to the Depository, immediately upon the original delivery of the Bonds the Purchaser will deposit the Global Certificates representing all of the Bonds with the Depository. The Global Certificates shall be in typewritten form or otherwise as acceptable to the Depository, shall be registered in the name of the Depository or its nominee and shall be held immobilized from circulation at the offices of the Depository on behalf of the Purchaser and subsequent Bondholders. The Depository or its nominee will be the sole Holder of record of the Global Certificates and no investor or other party purchasing, selling or otherwise transferring ownership of interests in any Bond is to receive, hold or deliver any Global Certificates so long as the Depository holds the Global Certificates immobilized from circulation, except as provided below in clause (e) of this Paragraph 2.03.

(e) Transfer or Exchange of Global Certificates; Substitute Depository; Replacement Bonds.

Global Certificates evidencing the Bonds may not, after their original delivery, be transferred or exchanged except:

(i) Upon exchange of a Global Certificate after a partial redemption, if authorized in Paragraph 2.04 of this resolution;

(ii) To any successor of the Depository (or its nominee) or any substitute depository (a "Substitute Depository") designated pursuant to subclause (iii) of this clause (e); provided that any successor of the Depository or any Substitute Depository must be both a "clearing corporation" as defined in the Minnesota Uniform Commercial Code, Minnesota Statutes, Section 336.8-102, and a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended;

(iii) To a Substitute Depository designated by and acceptable to the Issuer upon (a) the determination by the Depository that the Bonds shall no longer be eligible for its depository services or (b) a determination by the Issuer that the Depository is no longer able to carry out its functions; provided that any Substitute Depository must be qualified to act as such, as provided in subclause (ii) of this clause (e); or

(iv) In the event that (a) the Depository shall resign or discontinue its services for the Bonds or be declared no longer able to carry out its functions and the Issuer is unable to locate a Substitute Depository within two (2) months following the resignation or discontinuance or determination of noneligibility, or (b) the Issuer determines in its sole discretion that (1) the continuation of the book-entry system described herein might adversely affect the interests of the beneficial owners of the Bonds, or (2) it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, then the Issuer shall notify the Holders of its determination and of the availability of Replacement Bonds to Holders. The Issuer, the Bond Registrar and the Depository shall cooperate in providing Replacement Bonds to Holders requesting the same and the registration, transfer and exchange of such Bonds shall thereafter be conducted as provided in Paragraph 4.04 of this resolution.

In the event of the designation of a Substitute Depository as authorized by this clause (e), the Bond Registrar, upon presentation of the Global Certificates, shall register their transfer to the Substitute Depository, and the Substitute Depository shall be treated as the Depository for all purposes and functions under this resolution. The Blanket Issuer Letter of Representations shall not apply to the Substitute Depository unless the Issuer and the Substitute Depository so agree, and the execution of a similar agreement is hereby authorized.

2.04 Redemption. (a) Optional Redemption. The Bonds of this Issue are not subject to optional redemption or prepayment prior to maturity.

(b) Mandatory Redemption. (1) The Bonds maturing in the year ____ shall be subject to mandatory redemption at a redemption price equal to the principal amount of the Bonds to be so redeemed plus interest accrued thereon to the date fixed for redemption, on February 1 in the years and principal amounts set forth below:

<u>Year</u>	<u>Amount</u>
	\$

(2) The Bonds maturing in the year ____ shall be subject to mandatory redemption at a redemption price equal to the principal amount of the Bonds to be so redeemed plus interest accrued thereon to the date fixed for redemption, on February 1 in the years and principal amounts set forth below:

<u>Year</u>	<u>Amount</u>
	\$

(3) Mandatory redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the Issuer shall determine the order of redemption of Bonds; and if only part of the Bonds having a common maturity date are called for prepayment, the Global Certificates to be prepaid may be prepaid in \$5,000 increments of principal and, if applicable, the specific Replacement Bonds to be prepaid shall be chosen by lot by the Bond Registrar as provided below. Bonds or portions thereof called for redemption shall be due and payable on the designated redemption date, and interest thereon shall cease to accrue from and after the redemption date.

(c) Mandatory Redemption of Global Certificates. Upon a partial redemption in the aggregate principal amount of a Global Certificate which results in the stated amount thereof being reduced, the Holder may in its discretion make a notation of such redemption on the panel provided on the Global Certificate stating the amount so redeemed, or may return the Global Certificate to the Bond Registrar in exchange for a new Global Certificate authenticated by the Bond Registrar, in proper principal amount. Such notation of redemption, if made by the Holder, shall be for reference only, and may not be relied upon by any other person as being in any way determinative of the principal amount of such Global Certificate outstanding, unless the Bond Registrar has signed the appropriate column of the panel.

(d) Mandatory Redemption of Replacement Bonds. To effect a partial redemption of Replacement Bonds having a common maturity date, the Bond Registrar, prior to giving a notice of redemption, shall assign to each Replacement Bond having a common maturity date a distinctive number for each \$5,000 of the principal amount of such Replacement Bond. The Bond Registrar shall then select by lot from the numbers so assigned to such Replacement Bonds, using such method of selection as it shall deem proper in its discretion, as many numbers as, at \$5,000 for each number, shall equal the principal amount of such Replacement Bonds to be redeemed. The Replacement Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of each such Replacement Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 of principal amount for each number

assigned to it and so selected. If a Replacement Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the Issuer or the Bond Registrar so requires, a written instrument of transfer in form satisfactory to the Issuer and the Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the Issuer shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of such Replacement Bond, without service charge, a new Replacement Bond or Bonds of the same series having the same stated maturity and interest rate and of any authorized denomination or denominations, as requested by such Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Replacement Bond so surrendered.

(e) Notice of Mandatory Redemption of Global Certificates and Replacement Bonds. The Bond Registrar shall call Bonds for redemption and payment as herein provided upon receipt by the Bond Registrar of a request of the Issuer. The request shall be in written form. The request shall specify the principal amount of Bonds to be called for redemption, the redemption date and the redemption price.

Published notice of redemption shall in each case be given in accordance with law, and mailed notice of redemption shall be given to the paying agent and to each affected Holder. If and when the Issuer shall call any of the Bonds for redemption and payment prior to the stated maturity thereof, the Bond Registrar shall give written notice in the name of the Issuer of its intention to redeem and pay such Bonds at the office of the Bond Registrar. The Notice of Redemption shall be given by first class mail, postage prepaid, mailed not less than thirty (30) days prior to the redemption date, to each Holder of Bonds to be redeemed, at the address appearing in the records of the Bond Registrar. For the purpose of giving notice of the redemption of Global Certificates, the Holder of the Global Certificates shall be the Depository or its nominee. In connection with any such notice, the "CUSIP" numbers assigned to the Bonds shall be used. All notices of redemption shall state:

- (i) The redemption date;
- (ii) The redemption price;
- (iii) If less than all outstanding Bonds are to be redeemed, the identification (and, if the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed;
- (iv) That on the redemption date, the redemption price will become due and payable upon each such Bond, and that interest thereon shall cease to accrue from and after said date; and

(v) The place where such Bonds are to be surrendered for payment of the redemption price (which shall be the office of the Bond Registrar).

Section 3. Form of Bonds.

The Bonds to be issued hereunder shall be in the form of Global Certificates unless and until Replacement Bonds are made available as provided herein.

3.01 Global Certificates. The Global Certificates to be issued hereunder, together with the Bond Registrar's Certificate of Authentication, the Register of Partial Payments, the form of Assignment, and the registration information thereon, shall be in substantially the form set forth in EXHIBIT A hereto, which exhibit is incorporated herein by reference as though fully specified in this paragraph, and may be typewritten rather than printed.

3.02 Replacement Bonds. If the Issuer has notified Holders that Replacement Bonds have been made available as provided in Paragraph 2.03(e) of this resolution, then for every Bond thereafter transferred or exchanged (including an exchange to reflect the partial mandatory redemption of a Global Certificate not previously exchanged for Replacement Bonds), the Bond Registrar shall deliver a bond in the form of a Replacement Bond rather than a Global Certificate, but the Holder of a Global Certificate shall not otherwise be required to exchange the Global Certificate for one or more Replacement Bonds since the Issuer recognizes that some Holders may prefer the convenience of the Depository's registered ownership of the Bonds even though the entire issue is no longer required to be in global book-entry form. The Replacement Bonds, together with the Bond Registrar's Certificate of Authentication, the form of Assignment and the registration information thereto, shall be in substantially the form set forth in EXHIBIT B hereto, which exhibit is incorporated herein by reference as though fully specified in this paragraph.

Section 4. Execution; Delivery; Registration.

4.01 Appointment of Registrar. Bond Trust Services Corporation in Roseville, Minnesota, is appointed to act as the bond registrar and transfer agent (the "Bond Registrar") and shall do so until a successor Bond Registrar is duly appointed, all pursuant to a contract the Issuer and the Bond Registrar shall execute which is consistent herewith and which the chair and clerk are hereby authorized to execute and deliver. A successor Bond Registrar shall be a bank or trust company eligible for designation as bond registrar pursuant to Minnesota Statutes, Chapter 475. The terms of the appointment of the successor Bond Registrar and its duties shall be specified in a contract between the Issuer and such successor Bond Registrar that is consistent herewith and that the Chair and Clerk are hereby authorized to execute and deliver. The Bond Registrar, which may act through an agent, shall also serve as paying agent until and unless a successor paying agent is duly appointed. The Bond Registrar shall pay principal and interest on the Bonds to the registered Holders (or record

Holder) of the Bonds in the manner set forth in the form of Global Certificate or Replacement Bond, as applicable, and Paragraph 4.06 of this resolution. The Issuer agrees to pay the reasonable and customary charges for the services of such Bond Registrar.

4.02 Execution of Bonds. The Bonds shall be executed on behalf of the Issuer by the manual signatures of the Chair and Clerk of the School Board; provided, however that both of such signatures may be printed facsimiles, in which event the Bonds shall also be executed manually by the authenticating agent as provided in Minnesota Statutes, Section 475.55. In the event of disability or resignation or other absence of either such officer, the Bonds may be signed by the manual or facsimile signature of that officer who may act on behalf of such absent or disabled officer. In case either such officer whose signature or facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of the Bonds, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if that officer had remained in office until delivery. If the Issuer has adopted a corporate seal, it shall be omitted on the Bonds as permitted by law.

4.03 Authentication; Date of Registration. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this resolution unless and until a Certificate of Authentication on such Bond, substantially in the form set forth in the form of Global Certificate or Replacement Bond, shall have been duly executed by the manual signature of an authorized representative of the Bond Registrar. Certificates of Authentication on different Bonds need not be signed by the same person. The Bond Registrar shall authenticate each Bond by execution of the Certificate of Authentication on the Bond and shall date each Bond in the space provided as of the date on which the Bond is registered. For purposes of delivering the original Bonds (Global Certificates) to the Purchaser, the Bond Registrar shall insert as the date of registration the date of original issue; and the executed Certificate of Authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution.

4.04 Transfer or Exchange. The Issuer will cause to be kept at the principal office of the Bond Registrar a bond register in which, subject to such reasonable regulations as the Bond Registrar may prescribe, the Bond Registrar shall provide for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged as herein provided.

A Global Certificate shall be registered in the name of the payee on the books of the Bond Registrar by presenting the Global Certificate for registration to the Bond Registrar, whose representative will endorse his or her name and note the date of registration opposite the name of the payee in the certificate of registration on the Global Certificate. Thereafter a Global Certificate may be transferred by delivery with an assignment duly executed by the Holder or the Holder's legal representative, and the Issuer and Bond Registrar may treat the Holder as the person exclusively entitled to exercise all the rights and powers of an owner

until a Global Certificate is presented with such assignment for registration of transfer, accompanied by assurance of the nature provided by law that the assignment is genuine and effective, and until such transfer is registered on said books and noted thereon by the Bond Registrar, all subject to the terms and conditions provided in this resolution and to reasonable regulations of the Issuer contained in any agreement with, or notice to, the Bond Registrar.

Upon surrender for transfer of any Bond at the principal office of the Bond Registrar, the Issuer shall execute (if necessary), and the Bond Registrar shall authenticate, date (in the space designated Date of Registration) and deliver, in the name of the designated transferee or transferees, one or more new Bonds of any authorized denomination or denominations of a like aggregate principal amount, having the same stated maturity and interest rate, as requested by the transferor; provided, however, that no Bond may be registered in blank or in the name of "bearer" or similar designation.

When any Bond is presented to the Bond Registrar for transfer, the Bond Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Bond Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

At the option of the Holder of a Replacement Bond, Replacement Bonds may be exchanged for Replacement Bonds of any authorized denomination or denominations of a like aggregate principal amount and stated maturity, upon surrender of the Replacement Bonds to be exchanged at the principal office of the Bond Registrar. Whenever any Replacement Bonds are so surrendered for exchange, the Issuer shall execute (if necessary), and the Bond Registrar shall authenticate, date (in the space designated Date of Registration) and deliver the Replacement Bonds which the Holder making the exchange is entitled to receive. Global Certificates may not be exchanged for Global Certificates of smaller denominations.

All Bonds surrendered upon any exchange or transfer provided for in this resolution shall be promptly canceled by the Bond Registrar and thereafter disposed of as directed by the Issuer.

All Bonds delivered in exchange for or upon transfer of Bonds shall be valid general obligations of the Issuer evidencing the same debt, shall be entitled to the same benefits under this resolution as the Bonds surrendered for such exchange or transfer, and shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bonds.

Transfer of a Bond may be made on the Issuer's books by the registered owner in person or by the registered owner's attorney duly authorized in writing. Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the Bond Registrar, duly executed

by the registered owner thereof, with signature guaranteed, or by the registered owner's attorney duly authorized in writing, and shall include written instructions as to the details of the transfer of the Bond.

The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of any Bond and any legal or unusual costs regarding transfers and lost bonds.

Transfers shall also be subject to reasonable regulations of the Issuer contained in any agreement with, or notice to, the Bond Registrar, including regulations which permit the Bond Registrar to close its transfer books between record dates and payment dates.

4.05 Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall become mutilated or be lost, stolen or destroyed, the Bond Registrar shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond lost, stolen or destroyed, upon payment of the reasonable expenses and charges of the Bond Registrar in connection therewith; and, in the case of a Bond lost, stolen or destroyed, upon filing with the Registrar of evidence satisfactory to it that such Bond was lost, stolen or destroyed, and of the ownership thereof, and upon furnishing to the Bond Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the Issuer and the Bond Registrar shall be named as obligees. All Bonds so surrendered to the Bond Registrar shall be canceled by it and evidence of such cancellation shall be given to the District. If the mutilated, lost, stolen or destroyed Bond has already matured, it shall not be necessary to issue a new Bond prior to payment.

4.06 Interest Payments; Record Dates. Interest on any Global Certificate shall be paid as provided in the first paragraph thereof and interest on any Replacement Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond is registered (the "Holder") on the registration books of the Issuer maintained by the Bond Registrar and in each case at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the Holder thereof as of the Regular Record Date, and shall be payable to the person who is the Holder thereof at the close of business on a date fixed for the payment of such defaulted interest (the "Special Record Date"). The Special Record Date shall be fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest, and notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten (10) days prior thereto. The term "Holder" shall also include those lawfully entitled to take actions on behalf of the beneficial owners of the Bonds for purposes of any consent or approvals given by Holders.

If the date for payment of the principal of, premium, if any, or interest on this Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of New York, New York, or the city where the principal office of the Bond Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

4.07 Persons Deemed Owners. The Issuer and the Bond Registrar may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of principal of and premium, if any, and interest (subject to the payment provisions in Paragraph 4.06 above), on such Bond and for all other purposes whatsoever, whether or not such Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

For the purposes of all actions, consents and other matters affecting Holders of Bonds issued under this Resolution as from time to time supplemented, other than payments, redemptions, and purchases, the Issuer may (but shall not be obligated to) treat as the Holder of a Bond the beneficial owner of the Bond instead of the person in whose name the Bond is registered. For that purpose, the Issuer may ascertain the identity of the beneficial owner of the Bond by such means as the Bond Registrar in its sole discretion deems appropriate, including but not limited to a certificate from the Depository or other person in whose name the Bond is registered identifying such beneficial owner.

4.08 Delivery. The Bonds when so prepared and executed shall be delivered by the Treasurer of the Issuer to the Purchaser thereof upon receipt of the purchase price, and the Purchaser shall not be obliged to see to the proper application thereof.

Section 5. Debt Redemption Fund and Tax Levies.

5.01 Debt Redemption Fund. The Bonds and the interest thereon shall be payable from the Debt Redemption Fund of the Issuer, which shall be maintained by the Treasurer separate and apart from all other funds of the Issuer so long as any Bonds issued hereunder may be outstanding and unpaid. Money in the Debt Redemption Fund shall be used for no purpose other than payment of principal and interest on obligations of the Issuer, including Bonds issued pursuant to this resolution. If any payment of principal or interest on the Bonds shall become due when there is not sufficient money in the Debt Redemption Fund to make such payment, the Treasurer shall pay the same from the General Fund of the Issuer, and the General Fund shall be reimbursed for such advances out of the proceeds of the taxes levied for the payment of such Bonds. The proceeds of all taxes levied pursuant to this resolution, \$_____ of premium received from the Purchaser of the Bonds, and all other moneys received for or appropriated to the payment of the Bonds and interest thereon shall be paid

into the Debt Redemption Fund. The Board hereby appropriates such amounts as necessary to pay the amounts needed to meet, when due, the principal and interest on the Bonds and, if necessary, authorizes the transfer of such amounts so appropriated from its general fund reserve for long-term facilities maintenance to its debt redemption fund.

5.02 Pledge of Full Faith and Credit; Tax Levies. For the prompt and full payment of the principal of and interest on the Bonds as the same respectively become due, the full faith and credit and taxing powers of the Issuer shall be and are hereby irrevocably pledged. In order to provide the moneys for the payment thereof required by Minnesota Statutes, Sections 123B.595 and 475.61, there is hereby levied upon all of the taxable property in the Issuer a direct annual ad valorem tax which shall be spread upon the tax rolls, as a part of other general taxes of the Issuer, for collection in the years and in the amounts as specified on the levy computation sheet attached hereto as EXHIBIT D and incorporated herein by reference as though fully specified in this paragraph. The tax levies provided in this paragraph are such that, if collected in full they, together with estimated collections of other revenues pledged for the payment of the Bonds, will produce at least five percent (5%) in excess of the amounts needed to meet when due the principal and interest payments on the Bonds.

Said tax levies shall be irrevocable as long as any of said Bonds are outstanding and unpaid, provided that the Issuer reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61.

5.025 Levy Reductions. If the District's debt service revenue required to pay principal and interest on its facilities maintenance bonds issued pursuant to Minnesota Statutes, Section 123B.595 for any fiscal year exceeds the District's authorized long-term facilities maintenance revenue for the same fiscal year, the District's authorized general fund levy for that same fiscal year must be reduced by the amount of the excess.

5.03 Investment Restrictions. No portion of the proceeds of the Bonds shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (1) for a reasonable temporary period until such proceeds are needed for the purpose for which the Bonds were issued and (2) in addition to the above in an amount not greater than the lesser of five percent (5%) of the proceeds of the Bonds or \$100,000. To this effect, any proceeds of the Bonds and any sums from time to time held in the Construction Fund or Debt Redemption Fund (or any other District account which will be used to pay principal or interest to become due on the Bonds payable therefrom) in excess of amounts which under then applicable federal arbitrage restrictions may be invested without regard to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by said arbitrage regulations on such investments after taking into account any applicable "temporary periods" or "minor portion" made available under the federal arbitrage regulations. Money in those funds shall

not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

5.04 Construction Fund. The proceeds of the bonds not appropriated to the Debt Redemption Fund as provided in Paragraph 5.01 hereof shall be credited to the Issuer's Construction Fund and be used to pay costs incurred for projects and related financing costs included in the ten-year facility plan of the District approved by the Commissioner pursuant to Minnesota Statutes, Section 123B.595.

Section 6. Exemption from Rebate Requirements.

6.01 Declaration of Exemption. For purposes of compliance with the requirements of Section 148(f)(4)(D) of the Code relating to the exemption for certain small governmental units from the rebate requirements of the Code, the Board hereby determines and declares that:

- (a) the Issuer is a governmental unit with general taxing powers;
- (b) the Bonds are not "private activity bonds" as defined in Section 141 of the Code (Private Activity Bonds);
- (c) ninety-five percent of the net proceeds of the Bonds are to be used for the local government purposes of the Issuer; and
- (d) the aggregate face amount of all tax-exempt obligations (other than Private Activity Bonds) issued by the Issuer in calendar year 2019 is not reasonably expected to exceed \$15,000,000; and no more than \$5,000,000 of said tax-exempt obligations will be used to finance expenditures other than expenditures financing the construction of public school facilities.

Section 7. Certifications, Designations, Defeasance, Arbitrage, Reporting.

7.01 Filing of Resolution; County Auditor Certificate. The Clerk is hereby authorized and directed to file with the County Auditor of each county in which the Issuer is located in whole or in part a certified copy of this resolution, together with such other information as said County Auditor shall require, and to obtain from said County Auditor a certificate that the tax required by law for the payment of said Bonds has been levied, and that said Bonds have been entered upon the County Auditor's Bond Register.

7.02 Defeasance. When all of the Bonds have been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution shall cease. The Issuer may discharge its obligations with respect to any Bonds which are due on any date by depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full with interest accrued from the due date to the date of such deposit. The Issuer may also discharge all Bonds of said issue at any time by irrevocably depositing in escrow with the Bond Registrar, for the purpose of paying all principal and interest due on such Bonds to maturity, or if prepayable, to an earlier date on which they may be called for mandatory redemption, a sum of cash or securities of the types described in Minnesota Statutes, Section 475.67, as amended, in such aggregate amount, bearing interest at such rates and maturing or callable at the Issuer's option on such dates as shall be required to provide funds sufficient for this purpose.

7.03 Designation as Qualified Tax-exempt Obligations. The Board finds that the reasonably anticipated amount of qualified tax-exempt obligations (other than private activity bonds) which will be issued by the Issuer during the calendar year 2019 will not exceed \$10,000,000. The Bonds of this issue are hereby designated as "Qualified Tax-exempt Obligations" for the purposes of Section 265 of the Code relating to the deduction of interest expenses allocable to the Bonds by financial institutions.

7.04 Authentication of Transcript. The officers of the Issuer and each said County Auditor are hereby authorized and requested to prepare and furnish to the Purchaser of said Bonds, and to the attorneys approving legality of the issuance thereof, certified copies of all proceedings and records of the Issuer relating to said Bonds and to the financial condition and affairs of the Issuer, and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of said Bonds as they appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the Issuer as to the facts recited therein.

7.05 Covenant to Continue Tax Exemption. The Issuer covenants and agrees with the Holders from time to time of the Bonds herein authorized, that it will not take, or permit to be taken by any of its officers, employees or agents, any action which would cause the interest payable on the Bonds to become subject to taxation under the United States Internal Revenue Code, the regulations promulgated thereunder, or any other applicable federal tax law or regulation; and that it will take, or it will cause its officers, employees or agents to take, all affirmative actions within its powers which may be necessary to ensure that such interest will not become subject to taxation under the Internal Revenue Code. The term "Internal Revenue Code" or "Code" as used herein includes the Internal Revenue Code of 1986, as amended, and all regulations, amended regulations and proposed regulations issued thereunder, as now existing or as hereafter amended or proposed.

7.06 Arbitrage Certification. The Chair and School District Clerk, being the officers of the Issuer charged with the responsibility for issuing the Bonds pursuant to this resolution, are authorized and directed to execute and deliver to the Purchaser an arbitrage certification in order to satisfy the provisions of the Code and the regulations promulgated thereunder.

7.07 Official Statement. The Official Statement relating to the Bonds, on file with the Clerk and presented to this meeting, is hereby approved and deemed final, and the furnishing thereof to prospective purchasers of the Bonds is hereby ratified and confirmed, insofar as the same relates to the Bonds and the sale thereof.

7.08 Information Reporting. For purposes of compliance with the provisions of Section 149(e) of the Code, the Issuer shall submit to the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, a statement concerning the Bond issue which meets the requirements of Section 149(e) (2).

7.09 Payment of Issuance Expenses. The District authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses to KleinBank, Chaska, Minnesota, on the closing date for further distribution as directed by the District's municipal advisor, Ehlers & Associates, Inc.

7.10 Continuing Disclosure. The Chair and the School District Clerk are authorized and directed to execute and deliver a Continuing Disclosure Certificate to assist the Participating Underwriters in complying with SEC Rule 15c2-12(b)(5) for full disclosure (The "Rule"). The Continuing Disclosure Certificate shall be entered into for the benefit of the Holders of the Bonds and shall constitute the written undertaking required by the Rule to provide or cause to be provided to the MSRB, in an electronic format through the use of the Electronic Municipal Market Access system ("EMMA"), the annual financial information specified therein and to give notice of the occurrence of the Listed Events specified therein, each in the manner specified therein, as required by the Rule. The provisions of the Continuing Disclosure Certificate are incorporated herein as though fully specified in this paragraph.

7.11 Nonbook-Entry Option. Notwithstanding any contrary provision of this resolution, if the option to allow the Bonds to be issued in a nonbook-entry format was included in the Terms of Proposal and if the Purchaser specified on the proposal form that the Bonds are not to be issued in global book-entry form, they shall then be issued in nonbook-entry format in registered form in the name of the Purchaser.

The motion for the adoption of the foregoing resolution was duly seconded by Member _____, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

EXHIBIT A

(FORM OF GLOBAL CERTIFICATE)

UNITED STATES OF AMERICA
STATE OF MINNESOTA
MILLE LACS, SHERBURNE, ISANTI AND BENTON COUNTIES
INDEPENDENT SCHOOL DISTRICT NO. 477
(PRINCETON PUBLIC SCHOOLS)

R- \$ _____

GENERAL OBLIGATION FACILITIES MAINTENANCE BOND, SERIES 2019A

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF ORIGINAL ISSUE</u>	<u>CUSIP</u>
----------------------	----------------------	-------------------------------	--------------

FEBRUARY 28, 2019

REGISTERED OWNER: CEDE & CO., AS NOMINEE OF THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK

PRINCIPAL AMOUNT: _____ DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that Independent School District No. 477, State of Minnesota, a duly organized and existing independent school district, whose administrative offices are located in Princeton, Minnesota (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above or on the Certificate of Registration attached hereto, or registered assigns, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above or, if this Bond is subject to mandatory redemption as stated below, on a date prior thereto on which it shall have been duly called for mandatory redemption, and to pay interest thereon semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date") commencing August 1, 2019, at the rate per annum specified above, calculated on the basis of a 360-day year of twelve 30-day months, until the principal sum is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, or, if no interest has been paid or provided for, from the date of original issue hereof. The principal of and premium, if any, on this Bond are payable by wire transfer (or other agreed means of payment) on each payment date no later than 12:00 noon (New York, New York time) upon presentation and surrender hereof at the principal office of Bond Trust Services Corporation in Roseville, Minnesota

(the "Bond Registrar"), acting as paying agent, or any successor paying agent duly appointed by the Issuer; provided, however, that upon a mandatory redemption of this Bond which results in the stated amount hereof being reduced, the Holder may in its discretion be paid without presentation of this Bond, and may make a notation on the panel provided herein of such redemption, stating the amount so redeemed, or may return the Bond to the Bond Registrar in exchange for a new Bond in the proper principal amount. Such notation of redemption, if made by the Holder, shall be for reference only, and may not be relied upon by any other person as being in any way determinative of the principal amount of this Bond outstanding, unless the Bond Registrar has signed the appropriate column of the panel. Interest on this Bond will be paid on each Interest Payment Date (by 12:00 noon, New York, New York time) by wire transfer (or other agreed means of payment) to the person in whose name this Bond is registered (the "Holder" or "Bondholder") on the registration books of the Issuer maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any interest not so timely paid or duly provided for shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder hereof at the close of business on a date fixed for the payment of such defaulted interest (the "Special Record Date"). The Special Record Date shall be fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest, and notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten (10) days prior thereto. The principal of and premium, if any, and interest on this Bond are payable in lawful money of the United States of America.

Date of Payment Not Business Day. If the date for payment of the principal of, premium, if any, or interest on this Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of New York, New York, or the city where the principal office of the Bond Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

Optional Redemption. The Bonds of this Issue are not subject to optional redemption or prepayment prior to maturity.

Mandatory Redemption. The Bonds maturing in the year ____ shall be subject to mandatory redemption, pursuant to the procedures specified herein and at a redemption price equal to the principal amount of the Bonds so redeemed plus interest accrued on the principal amount to be redeemed to the date fixed for mandatory redemption, on February 1 in the years and in the principal amounts set forth below:

instrument of transfer in form satisfactory to the Issuer and the Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the Issuer shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of this Bond, without service charge, a new Bond of the same Issue having the same stated maturity and interest rate and of the authorized denomination in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

Issuance; Purpose. This Bond is one of an issue in the total aggregate principal amount of \$ _____. The Bonds are all of like date of original issue and tenor, except as to number, denomination, maturity, redemption privilege and interest rate. All are issued to finance the acquisition and betterment of projects included in the District's ten-year facility plan approved by the Commissioner of Education pursuant to Minnesota Statutes, Section 123B.595 and related financing costs, and all are issued pursuant to resolutions duly adopted by the School Board, and pursuant to and in full conformity with the Constitution and laws of the State of Minnesota thereunto enabling.

General Obligation. This Bond constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of the principal and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

Minnesota School District Credit Enhancement Program. The Issuer has covenanted and obligated itself to be bound by the provisions of Minnesota Statutes, Section 126C.55 and to use the provisions of that statute to guarantee the payment of the principal and interest on the Bonds when due.

Denominations; Exchange; Resolution. The Bonds are issuable originally only as Global Certificates in the denomination of the entire principal amount of the issue maturing on a single date. Global Certificates are not exchangeable for fully registered Bonds of smaller denominations except in the event of a partial redemption as above provided or in exchange for Replacement Bonds if then available. Replacement Bonds, if made available as provided below, are issuable solely as fully registered Bonds in the denomination of \$5,000 and integral multiples thereof of a single maturity and are exchangeable for fully registered Bonds of other denominations in equal aggregate principal amounts and in authorized denominations at the principal office of the Bond Registrar, but only in the manner and subject to the limitations provided in the Resolution. Reference is hereby made to the Resolution for a description of the rights and duties of the Bond Registrar. Copies of the Resolution are on file in the principal office of the Bond Registrar.

Replacement Bonds. Replacement Bonds may be issued by the Issuer in the event that (a) The Depository Trust Company ("DTC") of New York, New York (the "Depository") shall resign or discontinue its services for the Bonds or be declared no longer

able to carry out its functions and the Issuer is unable to locate a Substitute Depository within two (2) months following the resignation or discontinuance or determination of noneligibility, or (b) the Issuer determines in its sole discretion that (1) the continuation of the book-entry system described in the Resolution might adversely affect the interests of the beneficial owners of the Bonds, or (2) it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds. The Issuer shall notify the Holders of its determination and of the availability of Replacement Bonds to Holders.

Transfer. This Bond shall be registered in the name of the payee on the books of the Issuer by presenting this Bond for registration to the Bond Registrar, whose representative will endorse his or her name and note the date of registration opposite the name of the payee in the certificate of registration attached hereto. Thereafter this Bond may be transferred by delivery with an assignment duly executed by the Holder or the Holder's legal representative, and the Issuer and Bond Registrar may treat the Holder as the person exclusively entitled to exercise all the rights and powers of an owner until this Bond is presented with such assignment for registration of transfer, accompanied by assurance of the nature provided by law that the assignment is genuine and effective, and until such transfer is registered on said books and noted hereon by the Bond Registrar, all subject to the terms and conditions provided in the Resolution and to reasonable regulations of the Issuer contained in any agreement with, or notice to, the Bond Registrar.

Fees Upon Transfer or Loss. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Bond and any legal or unusual costs regarding transfers and lost Bonds.

Treatment of Registered Owner. The Issuer and Bond Registrar may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes whatsoever, whether or not this Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security unless the Certificate of Authentication hereon shall have been executed by the Bond Registrar by the manual signature of one of its authorized representatives.

Qualified Tax-Exempt Obligations. The Bonds of this issue have been designated by the Issuer as "qualified tax-exempt obligations" for purposes of Section 265(b) (3) of the Internal Revenue Code of 1986, as amended, relating to the deduction of interest expenses allocable to the Bonds by financial institutions.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed, precedent to and in the issuance of this Bond in order to make it a valid and binding general obligation of the Issuer enforceable in accordance with its terms, have been done, have happened and have been performed in regular and due form, time and manner as required by law, and this Bond, together with all other debts of the Issuer outstanding on the date of original issue hereof and the date of its actual original issuance and delivery, does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, Independent School District No. 477 (Princeton Public Schools), State of Minnesota, by its School Board, has caused this Bond to be executed in its behalf by the facsimile signatures of the Chair and Clerk, the Issuer having no seal or said seal having been intentionally omitted as permitted by law.

Date of Registration:
February 28, 2019

Registrable by:
BOND TRUST SERVICES CORPORATION
ROSEVILLE, MINNESOTA

BOND REGISTRAR'S
CERTIFICATE OF
AUTHENTICATION
This Bond is one of
the Bonds described
in the within mentioned
Resolution.

Payable at:
BOND TRUST SERVICES CORPORATION
ROSEVILLE, MINNESOTA

INDEPENDENT SCHOOL DISTRICT NO. 477
(PRINCETON PUBLIC SCHOOLS)
PRINCETON, MINNESOTA

BOND TRUST SERVICES
CORPORATION
Bond Registrar

/s/ (Facsimile)
Chair

By _____
Authorized Signature

/s/ (Facsimile)
Clerk

CERTIFICATE OF REGISTRATION

The transfer of ownership of the principal amount of the attached Bond may be made only by the registered owner or the registered owner's legal representative last noted below.

<u>Date of Registration</u>	<u>Registered Owner</u>	<u>Signature of Bond Registrar</u>
February 28, 2019	Cede & Co. P.O. Box 222 Bowling Green Station New York, NY 10274	

REGISTER OF PARTIAL PAYMENTS

The principal amount of the attached Bond has been mandatorily redeemed and prepaid on the dates and in the amounts noted below:

<u>Date</u>	<u>Amount</u>	<u>Signature of Bondholder</u>	<u>Signature of Bond Registrar</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If a notation is made on this register, such notation has the effect stated in the attached Bond. Partial payments do not require the presentation of the attached Bond to the Bond Registrar, and a Holder could fail to note the partial payment here.

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM	-	as tenants in common
TEN ENT	-	as tenants by the entirety
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common
UTMA	-	_____ CUSTODIAN _____ (Cust) (Minor)

Under Uniform Transfers to Minors Act

(State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated _____

NOTICE: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

Signature(s) must be guaranteed by a national bank or trust company or by a brokerage firm having a membership in one of the major stock exchanges or any other "Eligible Guarantor Institution" as defined in 17 CFR 240 Ad-15(a)(2).

The Bond Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address:

(Include information for all joint owners if the Bond is held by joint account.)

Please insert Social Security or other Tax Identification Number of Transferee.

EXHIBIT B

(FORM OF REPLACEMENT BOND)

UNITED STATES OF AMERICA
STATE OF MINNESOTA
MILLE LACS, SHERBURNE, ISANTI AND BENTON COUNTIES
INDEPENDENT SCHOOL DISTRICT NO. 477
(PRINCETON PUBLIC SCHOOLS)

R- \$ _____

GENERAL OBLIGATION FACILITIES MAINTENANCE BOND, SERIES 2019A

<u>INTEREST</u> <u>RATE</u>	<u>MATURITY</u> <u>DATE</u>	<u>DATE OF</u> <u>ORIGINAL ISSUE</u>	<u>CUSIP</u>
		FEBRUARY 28, 2019	

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that Independent School District No. 477, State of Minnesota, a duly organized and existing independent school district, whose administrative offices are located in Princeton, Minnesota (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above, or registered assigns, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above or, if this Bond is subject to mandatory redemption as stated below, on a date prior thereto on which it shall have been duly called for mandatory redemption, and to pay interest thereon semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date") commencing August 1, 2019, at the rate per annum specified above, calculated on the basis of a 360-day year of twelve 30-day months, until the principal sum is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, or, if no interest has been paid or provided for, from the date of original issue hereof. The principal of and premium, if any, on this Bond are payable upon presentation and surrender hereof at the principal office of Bond Trust Services Corporation in Roseville, Minnesota (the "Bond Registrar"), acting as paying agent, or any successor paying agent

duly appointed by the Issuer. Interest on this Bond will be paid on each Interest Payment Date by check or draft mailed to the person in whose name this Bond is registered (the "Holder" or "Bondholder") on the registration books of the Issuer maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any interest not so timely paid or duly provided for shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder hereof at the close of business on a date fixed for the payment of such defaulted interest (the "Special Record Date"). The Special Record Date shall be fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest, and notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten days prior thereto. The principal of and premium, if any, and interest on this Bond are payable in lawful money of the United States of America.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS BOND SET FORTH ON THE REVERSE SIDE HEREOF, WHICH PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH HERE.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security until the Certificate of Authentication hereon shall have been executed by the Bond Registrar by the manual signature of one of its authorized representatives.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed, precedent to and in the issuance of this Bond in order to make it a valid and binding general obligation of the Issuer enforceable in accordance with its terms, have been done, have happened and have been performed in regular and due form, time and manner as required by law, and this Bond, together with all other debts of the Issuer outstanding on the date of original issuance and delivery, does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, Independent School District No. 477 (Princeton Public Schools), State of Minnesota, by its School Board, has caused this Bond to be executed in its behalf by the facsimile signatures of the Chair and the Clerk, the Issuer having no seal or said seal having been intentionally omitted as permitted by law.

Date of Registration:

BOND REGISTRAR'S
CERTIFICATE OF
AUTHENTICATION
This Bond is one of
the Bonds described
in the within mentioned
Resolution.

Registrable by:

BOND TRUST SERVICES CORPORATION
ROSEVILLE, MINNESOTA

Payable at:

BOND TRUST SERVICES CORPORATION
ROSEVILLE, MINNESOTA

INDEPENDENT SCHOOL DISTRICT NO. 477
(PRINCETON PUBLIC SCHOOLS)
PRINCETON, MINNESOTA

BOND TRUST SERVICES
CORPORATION
Bond Registrar

/s/ (Facsimile) _____

Chair

By _____
Authorized Signature

/s/ (Facsimile) _____

Clerk

ON REVERSE OF BOND

Issuance; Purpose. This Bond is one of an issue in the total aggregate principal amount of \$_____. The Bonds are all of like date of original issue and tenor, except as to number, denomination, maturity, redemption privilege and interest rate. All are issued to finance the acquisition and betterment of projects included in the District's ten-year facility plan approved by the Commissioner of Education pursuant to Minnesota Statutes, Section 123B.595 and related financing costs, and all are issued pursuant to resolutions duly adopted by the School Board, and pursuant to and in full conformity with the Constitution and laws of the State of Minnesota thereunto enabling.

General Obligation. This Bond constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of the principal and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

Minnesota School District Credit Enhancement Program. The Issuer has covenanted and obligated itself to be bound by the provisions of Minnesota Statutes, Section 126C.55 and to use the provisions of that statute to guarantee the payment of the principal and interest on the Bonds when due.

Date of Payment Not Business Day. If the date for payment of the principal of, premium, if any, or interest on this Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of New York, New York, or the city where the principal office of the Bond Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

Optional Redemption. The Bonds of this Issue are not subject to optional redemption or prepayment prior to maturity.

Mandatory Redemption. The Bonds maturing in the year ____ shall be subject to mandatory redemption, pursuant to the procedures specified herein and at a redemption price equal to the principal amount of the Bonds so redeemed plus interest accrued on the principal amount to be redeemed to the date fixed for mandatory redemption, on February 1 in the years and in the principal amounts set forth below:

<u>Year</u>	<u>Amount</u>
	\$

The Bonds maturing in the year ____ shall be subject to mandatory redemption, pursuant to the procedures specified herein and at a redemption price equal to the principal amount of the Bonds so redeemed plus interest accrued on the principal amount to be redeemed to the date fixed for mandatory redemption, on February 1 in the years and in the principal amounts set forth below:

<u>Year</u>	<u>Amount</u>
	\$

Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the Issuer shall determine the order of redemption of Bonds; and if only part of the Bonds having a common maturity date are called for prepayment, the Global Certificates to be prepaid may be prepaid in \$5,000 increments of principal and, if applicable, the specific Replacement Bonds to be prepaid shall be chosen by lot by the Bond Registrar as provided below. Bonds or portions thereof called for redemption shall be due and payable on the designated redemption date, and interest thereon shall cease to accrue from and after the redemption date.

Qualified Tax-Exempt Obligations. The Bonds of this issue have been designated by the Issuer as "qualified tax-exempt obligations" for purposes of Section 265(b) (3) of the Internal Revenue Code of 1986, as amended, relating to the deduction of interest expenses allocable to the Bonds by financial institutions.

Denominations; Exchange; Resolution. The Bonds are issuable solely as fully registered Bonds in the denomination of \$5,000 and integral multiples thereof of a single maturity and are exchangeable for fully registered bonds of other denominations in equal aggregate principal amounts and in authorized denominations at the principal office of the Bond Registrar, but only in the manner and subject to the limitations provided in the Resolution. Reference is hereby made to the Resolution for a description of the rights and duties of the Bond Registrar. Copies of the Resolution are on file in the principal office of the Bond Registrar.

Transfer. This Bond is transferable by the Holder in person or by the Holder's attorney duly authorized in writing at the principal office of the Bond Registrar upon presentation and surrender hereof to the Bond Registrar, all subject to the terms and conditions provided in the Resolution and to reasonable regulations of the Issuer contained in any agreement with the Bond Registrar. Thereupon the Issuer shall execute (if necessary) and the Bond Registrar shall authenticate and deliver, in exchange for this Bond, one or more new fully registered bonds in the name of the transferee (but not registered in blank or to

"bearer" or similar designation), of an authorized denomination, in aggregate principal amount equal to the principal amount of this Bond, of the same maturity, and bearing interest at the same rate.

Fees Upon Transfer or Loss. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Bond and any legal or unusual costs regarding transfers and lost Bonds.

Treatment of Registered Owner. The Issuer and Bond Registrar may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes whatsoever, whether or not this Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

_____ the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated _____

NOTICE: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

Signature(s) must be guaranteed by a national bank or trust company or by a brokerage firm having a membership in one of the major stock exchanges or any other "Eligible Guarantor Institution" as defined in 17 CFR 240 Ad-15(a)(2).

The Bond Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address:

(Include information for all joint owners if the Bond is held by joint account.)

Please insert Social Security or other Tax Identification Number of Transferee.

[Empty rectangular box for Social Security or Tax Identification Number]

EXHIBIT C

The Depository Trust Company

BLANKET ISSUER LETTER OF REPRESENTATIONS

EXHIBIT D

LEVY COMPUTATION SHEET

<u>Levy Year</u>	<u>Collection Year</u>	<u>Amount</u>
2018	2019	\$
2019	2020	
2020	2021	
2021	2022	
2022	2023	
2023	2024	
2024	2025	
2025	2026	

January 29, 2019

Board of Education
Independent School District #477
706 First Street
Princeton, MN 55371

Re: ISD #477 Princeton Public School District
Princeton High School – 2019 Tennis Court Rehabilitation

Dear Board Members:

On Thursday, January 17, 2019, we received five (5) bids for the above-referenced project. A copy of the bid tabulation is enclosed for your review.

ICS Consulting, Inc. has reviewed the bids received for the above-referenced project. We have contacted the apparent low bidder, FPI Paving Contractors, Inc., and have confirmed that their bid is valid. Our itemized recommendation is as follows:

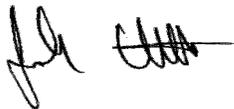
Base Bid	
FPI Paving Contractors, Inc.	\$151,692.00
TOTAL CONTRACT	\$151,692.00

We recommend that the District enter into a contract with FPI Paving Contractors, Inc. of St. Paul, Minnesota for the total bid amount of One Hundred Fifty-One Thousand Six Hundred Ninety-Two Dollars and No/Cents (\$151,692.00).

Upon Board action, we will draft a contract reflecting this amount to the Contractor.

Enclosed are copies of the official bid tabulation, bid forms, bid securities, and FPI's proposed first tier subcontractor list. Please contact us at 763-354-2670 should you have any questions regarding our recommendation.

Regards,



Josh Utsch
Project Manager

JU/rw
Enclosures

Princeton 2019 Tennis Court Rehabilitation

BID TABULATIONS

OWNER: Princeton Public Schools, ISD #477

OWNER'S REPRESENTATIVE: ICS Consulting, Inc.

Thursday, January 17, 2019 at 2 p.m.

ARCHITECT/ENGINEER: Larson Engineers

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	SINGLE PRIME
	FPI Paving Contractors, Inc. 3230 Rice St. St. Paul, MN 55126 651-484-0385	T.A. Schifsky & Sons, Inc. 2370 E. Highway 36 E. North St. Paul, MN 55109 651-777-1313	Omman Contracting Companies, Inc. 6551 La Beaux Ave. NE Albertville, MN 56301 763-497-8259	G Urban Companies Inc. 3781 Labore Rd. St. Paul, MN 55110 651-248-9830	Knife River Corporation North Central 4787 Shadow Wood Dr. NE Sauk Rapids, MN 56379 320-251-9472		
BID SECURITY	Yes	Yes	Yes	Yes	Yes	Yes	
ADDENDA REC'D.		1	1	1	1	1	
BASE BID:	\$151,692.00	\$197,000.00	\$204,325.00	\$215,000.00	\$276,924.50		
MN Responsible Contractor Compliance	X	X	X	X	X	X	
ALTERNATES:							
Alt. 1: Reinforce control joint w/ Armor Crack Repair System	\$15,135.00	\$24,000.00	\$18,160.00	\$19,000.00	\$16,360.00		

SECTION 00 20 00
BID FORM

PROPOSAL BID FORM

BID TO: Princeton Public School District – ISD 477
706 First Street
Princeton, MN 55371

BID FROM: FPI PAVING Contractors
3230 Rice Street
St. Paul, MN. 55126

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Larson Engineering, Inc. 3524 Labore Road White Bear Lake, MN 55110 dated January 3rd, 2019, relating to the reconstruction and resurfacing of tennis courts at the Princeton High School, the 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 Bid Amount:

\$ One Hundred Fifty-one Thousand,
Six Hundred Ninety-two Dollars

\$ 151,692.00

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. _____ Dated _____ Addenda No. _____ Dated _____

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

ALTERNATE #1: PLACE ARMOR CRACK Repair System
OVER NEW CONTROL JOINTS — ADD \$15,135.00

Responsible Contractor: By Submitting a bid for the above named project, per Minnesota State Statue 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 Statue 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 and in a form acceptable to Owner, and 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: 3230 Rice Street

City: St. Paul State: MN. Zip: 55126

Phone Number: 651-404-0335 Fax Number: 651-404-5327

Name (typed or printed): CHAD W. NELSON

Signature: 

Title: C.E.O.

Date: 1-17-19

END OF SECTION 00 20 00

Bid Bond

CONTRACTOR:

(Name, legal status and address)
FPI Paving Contractors, Inc.

3230 Rice Street
St. Paul, MN 55126

OWNER:

(Name, legal status and address)
Independent School District No. 477, Princeton Public Schools

706 1st Street
Princeton, MN 55371
BOND AMOUNT:

Five Percent (5%) of Total Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)
Princeton High School Tennis Court Rehab 2019

SURETY:

(Name, legal status and principal place of business)

Western National Mutual Insurance Company
P.O. Box 1463
Minneapolis, MN 55440

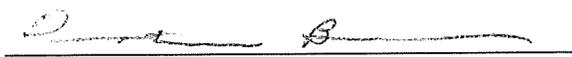
This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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.

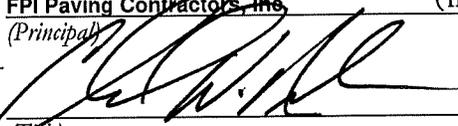
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

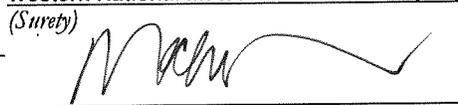
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement 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 17th day of January, 2019.


(Witness)


(Witness)

FPI Paving Contractors, Inc. (no seal)
(Principal)  (Seal)

(Title), C.E.O.
Western National Mutual Insurance Company
(Surety)  (Seal)

(Title) Rachel Thomas, 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 Ramsey)

On this 17th day of January 2019, before me appeared Chad W. Nelson, to me personally known, who, being by me duly sworn, did say that he/she is the CEO of FPI Paving Contractors, 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 Chad W. Nelson acknowledged said instrument to be the free act and deed of said corporation.

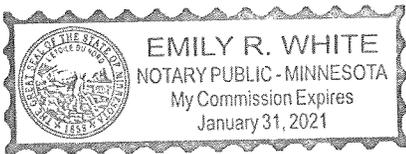
Chad W. Nelson

James M. [Signature]
Notary Public Anoka County, Minnesota
My commission expires January 31, 2020

SURETY ACKNOWLEDGMENT

State of Minnesota)
) ss
County of Hennepin)

On this 17th day of January 2019, before me appeared Rachel Thomas, to me personally know, who being by me duly sworn, did say that (s)he is the Attorney-in-Fact of 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 executed in behalf of said corporation by authority of its Board of Directors; and that said Rachel Thomas acknowledged said instrument to be the free act and deed of said corporation.



Emily R. White
Notary Public Hennepin County, Minnesota
My commission expires 1/31/2021

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: Melinda C. Blodgett, R. C. Bowman, Sandra M. Engstrum, R. W. Frank, Ted Jorgensen, Emily White, Joshua R. Loftis, Kurt C. Lundblad, Colby D. White

Brian J. Oestreich, Jerome T. Oulmet, Craig Remick, John E. Tauer, Rachel Thomas, Lin Ulven, Nicole Stillings (Cobb-Strecker-Dunphy & Zimmermann - #353)

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 Seven Million Five Hundred Thousand Dollars (\$7,500,000) 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, 2015.

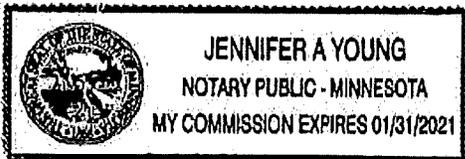
Jon R. Hebeisen, Secretary



Larry A. Byers, Sr. Vice President

STATE OF MINNESOTA, COUNTY OF DAKOTA

On this 16th day of December, 2015, 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
My commission expires January 31, 2021

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.

Jennifer A. Young, Assistant Secretary



Signed and sealed at the City of Edina, MN this 17th day of January, 2019

SECTION 00 20 00
BID FORM

PROPOSAL BID FORM

BID TO: Princeton Public School District – ISD 477
706 First Street
Princeton, MN 55371

BID FROM: T.A. Schifsky & Sons, Inc.
2370 E Hwy 36, North St. Paul, MN 55109

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Larson Engineering, Inc. 3524 Labore Road White Bear Lake, MN 55110 dated January 3rd, 2019, relating to the reconstruction and resurfacing of tennis courts at the Princeton High School, the 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 Bid Amount:

\$ ONE HUNDRED NINETY SEVEN \$197,000.⁰⁰
THOUSAND DOLLARS AND NO/100

Alternates:

Alternate No. 1: Reinforce Control Joint with Armor Crack Repair System

(Add) Deduct, No Change) \$ 24,000.⁰⁰ \$ 24,000.⁰⁰
Twenty Four Thousand Dollars

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 1/10/19 Addenda No. _____ Dated _____

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above named project, per Minnesota State Statue 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 Statue Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

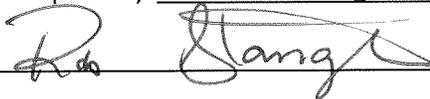
Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into and execute a Contract with the Owner in accordance with this Bid as accepted and in a form acceptable to Owner, and 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: 2370 East Hwy 36

City: North St. Paul State: MN Zip: 55109

Phone Number: 651-777-1313 Fax Number: 651-777-7843

Name (typed or printed): Rob Stangler

Signature: 

Title: C.O.O.

Date: 01/17/2019

END OF SECTION 00 20 00



Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

T.A. Schifsky & Sons, Inc.
2370 Highway 36 East
North Saint Paul, MN 55109

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)

Independent School District No. 477
706 First Street
Princeton, MN 55371

BOND AMOUNT: \$ --5%-- Five Percent of the Bid Submitted

PROJECT:

(Name, location or address, and Project number, if any)

Princeton High School Tennis Court Project

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.

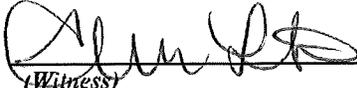
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement 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.

Init.

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User Notes:

(1634812532)

Signed and sealed this 17th day of January, 2019.


(Witness)


(Witness)

T.A. Schifsky & Sons, Inc.
(Contractor as Principal) (Seal)


(Title)

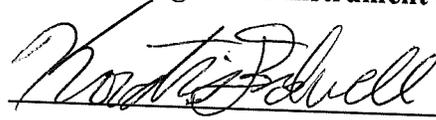
Ohio Farmers Insurance Company
(Surety) (Seal)


(Title) Megan Scott, Attorney-In-Fact

Int.

STATE OF MINNESOTA

On this 17th day of January, 2019, before me appeared Megan Scott to me personally known, who, being duly sworn, did say that he or she is the Attorney-in-Fact of Ohio Farmers Insurance Company, that the seal affixed to the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said acknowledged said instrument to be the free act and deed of said corporation.



notary public



THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 09/14/18, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 2263422 02

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

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 CHRISTINE SCOTT, WENDY SCHMID, EMILY B. TSCHIMPERLE, TRACY CHEOSKI, NATHAN WEAVER, MEGAN SCOTT, JOINTLY OR SEVERALLY

of MINNEAPOLIS 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-

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 cancelling 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 14th day of SEPTEMBER A.D., 2018 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 14th day of SEPTEMBER A.D., 2018, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; 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 17th day of January A.D., 2019



Frank A. Carrino, Secretary

SECTION 00 20 00
BID FORM

PROPOSAL BID FORM

BID TO: Princeton Public School District – ISD 477
706 First Street
Princeton, MN 55371

BID FROM: Omann Contracting Companies, Inc.
PO Box 120
Albertville, MN 55301

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Larson Engineering, Inc. 3524 Labore Road White Bear Lake, MN 55110 dated January 3rd, 2019, relating to the reconstruction and resurfacing of tennis courts at the Princeton High School, the 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 Bid Amount:

\$Two hundred four thousand three hundred twenty five \$204,325.00
+ no cents

Alternates:

Alternate No. 1: Reinforce Control Joint with Armor Crack Repair System

(Add) Deduct, No Change) \$Eighteen thousand one hundred sixty \$18,160.00
+ no cents

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 1/10/19 Addenda No. _____ Dated _____

Addenda No. _____ Dated _____ 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 and in a form acceptable to Owner, and 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: 6551 Labeaux Ave NE

City: Albertville State: MN Zip: 55301

Phone Number: 763-497-8259 Fax Number: 763-497-8261

Name (typed or printed): Kelly Omann

Signature: 

Title: President

Date: 1/17/19

END OF SECTION 00 20 00

 **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)

Omamm Contracting Companies, Inc.
6551 La Beaux Ave NE
Albertville, MN 56301

as Principal, hereinafter called the Principal, and
(Here insert full name and address or legal title of Surety)

North American Specialty Insurance Company
5200 Metcalf OPN111
Overland Park, KS 66202

a corporation duly organized under the laws of the State of **New Hampshire**
as Surety, hereinafter called the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)

ISD #477 - Princeton Public Schools
706 First Street
Princeton, MN 55371

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)

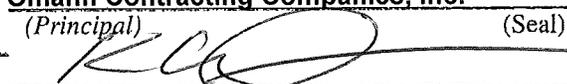
2019 Tennis Court Rehabilitation

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 **17th** day of **January, 2019**


(Witness)

Omamm Contracting Companies, Inc.
(Principal) (Seal)


(Title)


(Witness)

North American Specialty Insurance Company
(Surety)


(Title) **Melissa M. Nordin** (Seal)
Attorney-in-Fact

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

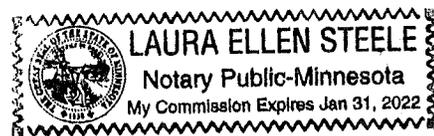
STATE OF MN

SS

COUNTY OF Wright

On the 17th day of January, 2019, before me personally appeared Kelly Omann to me known, who being by me duly sworn, did say that he/she is the Pres. of **Omnn Contracting Companies, 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

(Notary Seal) Laura Steele



ACKNOWLEDGMENT OF CORPORATE SURETY

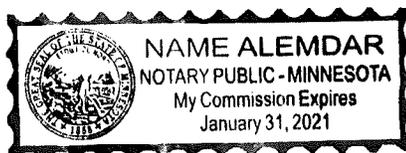
STATE OF MINNESOTA

SS

COUNTY OF **Hennepin**

On the 17th day of January, 2019, before me personally appeared **Melissa M. Nordin** to me known, who being duly sworn, did say that he/she is the aforesaid officer or attorney-in-fact of the **North American Specialty 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.

(Notary Seal) Dalanda



SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint:

TERRY STARKS, ROBERT E. CLEMANTS, MELISSA M. NORDIN

ALAN STARKS, NAME ALEMDAR and JEFFREY SETTEM

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: FIFTY MILLION (\$50,000,000.00) 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 North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant 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 Company 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 Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company 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 Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By [Signature] Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



By [Signature] Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 8th day of November, 2017.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 8th day of November, 2017, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, 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.



[Signature] M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 17th day of JANUARY, 2019.

[Signature] Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

SECTION 00 20 00
BID FORM

PROPOSAL BID FORM

BID TO: Princeton Public School District – ISD 477
706 First Street
Princeton, MN 55371

BID FROM: 6 Urban Companies Inc
3781 Labore rd
St Paul mn 55110

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Larson Engineering, Inc. 3524 Labore Road White Bear Lake, MN 55110 dated January 3rd, 2019, relating to the reconstruction and resurfacing of tennis courts at the Princeton High School, the 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 Bid Amount:

\$ two hundred fifteen thousand

\$ 215,000

Alternates:

Alternate No. 1: Reinforce Control Joint with Armor Crack Repair System

(Add) Deduct, No Change) \$ nine ten thousand

\$ 19000

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 _____ Addenda No. _____ Dated _____

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above named project, per Minnesota State Statue 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 Statue 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 and in a form acceptable to Owner, and 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: 3781 Lo board st Paul Mn 55110

City: _____ State: _____ Zip: _____

Phone Number: 651-248-9830 Fax Number: 651-426-3554

Name (typed or printed): Greg Urban

Signature: 

Title: Owner

Date: 1/17/19

END OF SECTION 00 20 00

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,

Greg Urban

(type or print name)

certify that I am an owner or officer of the

company Urban Companies

(title)

and do verify under oath that my company is in compliance with each of the minimum criteria listed in the law.

Urban Companies Inc

(name of the person, partnership, or corporation submitting this proposal)

3781 Laborer St Paul MN 55116

(business address)

Signed:

GU

(bidder or authorized representative)

Date:

1/17/19



Bid Bond

CONTRACTOR:

(Name, legal status and address)

**G Urban Companies Inc.
3781 Labore Rd.**

Saint Paul, MN 55110

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#477-Princeton Public
Schools**

BOND AMOUNT: Five Percent of the Bid Amount (5% of Bid Amount)

PROJECT: 2019 Tennis Court Rehabilitation

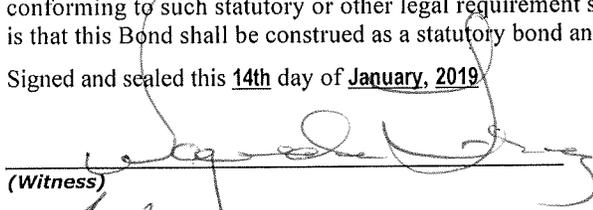
(Name, location or address, and Project number, if any)

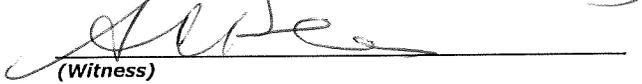
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the 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.

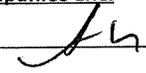
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement 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 14th day of January, 2019


(Witness)


(Witness)

G Urban Companies Inc.
(Principal) _____ *(Seal)*

(Title) 

Granite Re, Inc.
(Surety) _____ *(Seal)*

(Title) **Zachary Pate, 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.

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.

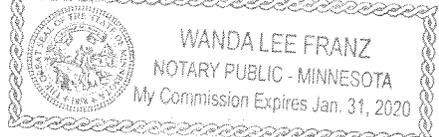
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of Minnesota)
County of Dakota)

On this 14th day of January, in the year 2019, before me personally come(s) Greg Urban, to me known, who, being duly sworn, deposes and says that he/she is the President of the Urban Companies 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

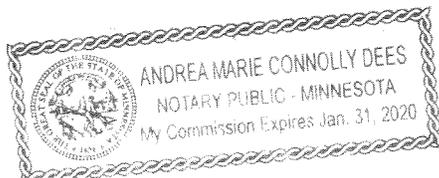


ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Dakota)

On this 14th day of January, in the year 2019, before me personally come(s) Zachary Pate, 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



SECTION 00 20 00
BID FORM

PROPOSAL BID FORM

BID TO: Princeton Public School District – ISD 477
706 First Street
Princeton, MN 55371

BID FROM:

Knife River Corporation - North Central
4787 Shadow Wood Dr NE
Sauk Rapids MN 56379

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Larson Engineering, Inc. 3524 Labore Road White Bear Lake, MN 55110 dated January 3rd, 2019, relating to the reconstruction and resurfacing of tennis courts at the Princeton High School, the 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 Bid Amount:

\$ _____

TWO HUNDRED SEVENTY SIX THOUSAND NINE HUNDRED TWENTY FOUR DOLLARS & FIFTY CENTS
\$ 276,924.50

Alternates:

Alternate No. 1: Reinforce Control Joint with Armor Crack Repair System

Add, Deduct, No Change) \$ _____

sixteen thousand three hundred sixty dollars & NO cents
\$ 16,360.00

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 1/10/19 Addenda No. _____ Dated _____

Addenda No. _____ Dated _____ 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 and in a form acceptable to Owner, and 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: 4787 Shadow Wood Dr NE

City: Sauk Rapids State: MN Zip: 56379

Phone Number: (320) 251-9472 Fax Number: (320) 251-0011

Name (typed or printed): MARK MAGNUSON

Signature: Mark mag

Title: Vice President

Date: 1/17/19

END OF SECTION 00 20 00

BID FORM
00 20 00-2



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Knife River Corporation - North Central
4787 Shadow Wood Drive NE
Sauk Rapids, MN 56379

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116
Mailing Address for Notices

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

OWNER:

(Name, legal status and address)

Princeton Public School District - ISD 477
706 First Street
Princeton, MN 55371

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)

Princeton High School Tennis Court Rehabilitation

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 17th day of January, 2019.

(Witness)

Knife River Corporation - North Central

(Principal) (Seal)

By:

(Title) Mark Magnuson, Vice President

Liberty Mutual Insurance Company

(Surety)

(Witness)

By:

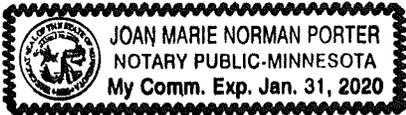
(Title) Kelly Nicole Bruggeman, Attorney-in-Fact

Corporate Acknowledgment

STATE OF Minnesota)
COUNTY OF Benton) ss

On this 17th day of January, 2019, before me personally appeared Mark Magnuson To me known, who being by me duly sworn, did say that he is the Vice President of the Knife River Corporation - North Central

corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal is 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/her name thereto by like order.



Joan Marie Norman Porter
Notary Public Signature

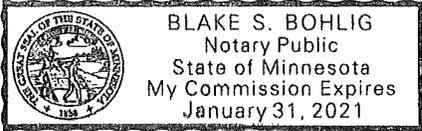
(Notary Seal)

Acknowledgment of Corporate Surety

STATE OF Minnesota)
COUNTY OF Hennepin) ss

On this 17th day of January, 2019, before me appeared Kelly Nicole Bruggeman, to be known, who being by me duly sworn did say that (s)he is the aforesaid Attorney-in-Fact of the Liberty 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 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.



Blake S. Bohlig
Notary Public Signature

(Notary Seal)



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: 8196930-190003

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, Nicole Langer, Blake S. Bohlig, Kelly Nicole Bruggeman, Brian D. Carpenter, Heather R. Goedtel, Michelle Halter, Jessica Hoff, Craig Olmstead

all of the city of Bloomington state of Minnesota 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 28th day of September, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, bill, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 28th day of September, 2018 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
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
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 17th day of January 2019



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day

ATTACHMENT A

FIRST-TIER SUBCONTRACTORS LIST

SUBMIT PRIOR TO EXECUTION OF A CONSTRUCTION CONTRACT

PROJECT TITLE: Princeton 2019 Tennis Court Rehab

Minn. Stat. §16C.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. Prior to execution of a construction contract and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to the execution of a construction contract with each subcontractor.

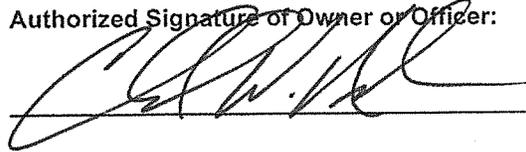
First-Tier Subcontractor Names (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located
Allstates Pavement Recycling	Rogers
Century Fence	Forest Lake
Tennis Court Doctor	Minneapolis

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

All first-tier subcontractors listed on Attachment A 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. §16C.285

Authorized Signature of Owner or Officer:



Printed Name:

Chad W. Nelson

Title: CEO

Date: January 29, 2019

Company Name: FPI Paving Contractors, Inc.

January 29, 2019

Board of Education
Independent School District #477
706 First Street
Princeton, MN 55371

Re: ISD #477 Princeton Public School District
Princeton High School – Re-Roof

Dear Board Members:

On Thursday, January 10, 2019, we received six (6) bids for the above-referenced project. A copy of the bid tabulation is enclosed for your review.

ICS Consulting, Inc. has reviewed the bids received for the above-referenced project. We have contacted the apparent low bidder, Berwald Roofing Co., Inc., and have confirmed that their bid is valid. Our itemized recommendation is as follows:

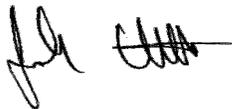
<u>Base Bid</u>	
Berwald Roofing Co., Inc.	\$510,700.00
TOTAL CONTRACT	\$510,700.00

We recommend that the District enter into a contract with Berwald Roofing Co., Inc. of North St. Paul, Minnesota for the total bid amount of Five Hundred Ten Thousand Seven Hundred Dollars and No/Cents (\$510,700.00).

Upon Board action, we will draft a contract reflecting this amount to the Contractor.

Enclosed are copies of the official bid tabulation, bid forms, bid securities, and Berwald’s proposed first tier subcontractor list. Please contact us at 763-354-2670 should you have any questions regarding our recommendation.

Regards,



Josh Utsch
Project Manager

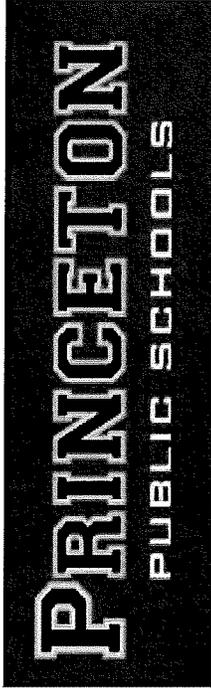
JU/rw
Enclosures

Princeton Public School

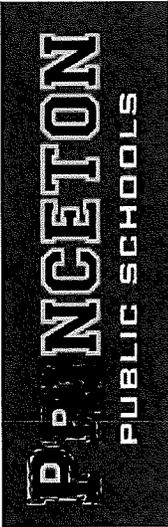
2019 High School Roofing Project

OWNER: ISD #477 - Princeton Public Schools

January 10, 2019 @ 2:00 PM



	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
ROOFING COMPANIES	Berwald Roofing Co., Inc. 2440 North Charles St. North St. Paul, MN 55109 651-777-7411	Ettel and Franz Roofing Co. 2222 Robbins St. St. Paul, MN 55114 651-646-4811	McDowall Company 1431 Prosper Dr. Waite Park, MN 56387 320-251-8640	McPhillips Bros. Roofing Company 2590 Centennial Drive Saint Paul, MN 55109 651-770-2891	Granite City Roofing, Inc. P.O. Box 1482 St. Cloud, MN 56302 320-253-4441	Peterson Bros. Roofing & Construction Inc. 481 Burgess St. St. Paul, MN 55117 651-488-5630	
BID SECURITY	X	X	X	X	X	X	X
ADDENDA REC'D.	X	X	X	X	X	X	X
ATTACHMENT A: MIN Responsible Contractor Affidavit	X	X	X	X	X	X	X
BASE BID SECTIONS: A, B, C, D, E, F and G	\$510,700.00	\$525,000.00	\$534,700.00	\$564,223.00	\$534,360.00	\$548,000.00	
Line Item Add #1: Roof Section H	\$280,400.00	\$293,000.00	\$294,700.00	\$325,156.00	\$273,000.00	\$338,000.00	
Line Item Add #2: Roof Section I and J	\$192,400.00	\$198,000.00	\$197,000.00	\$216,455.00	\$198,000.00	\$219,000.00	
Combination Bid: Base Bid and Line Items #1 and #2 (ALL AREAS)	\$979,000.00	\$1,016,000.00	\$1,025,700.00	\$1,105,834.00	\$998,820.00	\$1,105,000.00	
Unit Price for Damaged Insulation Replacement Brd/Ft	\$1.80	\$4.00	\$2.50	\$4.25	\$2.35	\$2.00	
Unit Price for Deck Repair Sq/Ft	\$11.00	\$30.00	\$12.00	\$8.50	\$14.00	\$9.25	
Unit Price for Drain Replacement	\$900.00	\$2,000.00	\$1,500.00	\$550.00	\$1,250.00	\$1,400.00	
NOTE:							



Princeton Public Schools

2019 High School Roofing Project

OWNER: ISD #477 - Princeton Public Schools

January 10, 2019 @ 2:00PM

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
ROOFING COMPANIES	Berwald	Etzel & Franz	McDowell	Mathillips	Garvie	Peterson	
BID SECURITY	✓	✓	✓	✓	✓	✓	✓
ADDENDA REC'D.	✓	✓	✓	✓	✓	✓	✓
ATTACHMENT A: MN RESPONSIBLE CONTRACTOR AFFIDAVIT	✓	✓	✓	✓	✓	✓	✓
BASE BID SECTIONS: A,B,C,D,E,F and G	\$510,700	525,000	531,700	564,223	534,360	548,000	
Line Item ADD#1: Roof Section H	240,400	293,000	294,700	325,156	273,000	338,000	
Line Item ADD#2: Roof Section I and J	192,400	198,000	197,000	216,455	198,000	219,000	
Combination Bid Base Bid and Line Items #1 and #2 (ALL AREAS)	979,000	1,016,000	1,025,700	1,105,834	998,820	1,105,000	
Unit Price for Damaged Insulation Replacement Bld/Ft	\$1.80	\$4.00	\$2.50	\$4.25	\$2.35	\$2.00	
Unit Price for Deck Repair Sq/Ft	\$11.00	\$30.00	\$12.00	\$8.50	\$14.00	\$9.25	
Unit Price for Drain Replacement	\$900	\$2,000	\$1,500	\$550	\$1,250	\$1,400	
NOTE:							

BID PROPOSAL FORM

Dated this 9th day of January, 2019.

Michelle Czech
Director of Business Services
Princeton Public Schools
706 First Street
Princeton, MN 55371

RE: 2019 Roof Replacement Project

Bidding Contractor: Berwald Roofing Company., Inc.
(Name of Bidder)

BASE BID – High School Performing Arts Sections A,B,C,D,E,F and G

Roof Sections A,B,C,D,E,F and G (including all roofing, plumbing, and HVAC)

Install the *Bituminous Roof System* per Project Specifications. To provide supervision, labor, materials and equipment for roof project per project specifications at the following locations:

Lump sum price: Five Hundred Ten Thousand Seven Hundred and No/100 dollars and ----- $\frac{\%}{100}$
\$510,700.00

Add Line Item #1 – High School Roof Section H

Roof Section H (includes all roofing, plumbing, and HVAC)

Install the *Bituminous Roof System* per Project Specifications. To provide supervision, labor, materials and equipment for roof project per project specifications at the following locations:

Lump sum price: Two Hundred Eighty Thousand Four Hundred and No/100 dollars and ----- $\frac{\%}{100}$
\$280,400.00

Add Line Item #2 – High School Sections I and J

Roof Section I and J (includes all roofing, plumbing, and HVAC)

Install the *Bituminous Roof System* per Project Specifications. To provide supervision, labor, materials and equipment for roof project per project specifications at the following locations:

Lump sum price: One Hundred Ninety Two Thousand Four Hundred and No/100 dollars and ----- $\frac{\%}{100}$
\$192,400.00

Combination Bid – BASE BID, Line Item Add #1 and Line Item Add #2 Combined

Roof Sections A,B,C,D,E, F, G, H, I and J (includes all roofing, plumbing, and HVAC)

Install the *Bituminous Roof System* and metal wall panels per Project Specifications. To provide supervision, labor, materials and equipment for roof project per project specifications:

Lump sum price: Nine Hundred Seventy Nine Thousand and No/100 dollars and ----- $\frac{\%}{100}$
\$979,000.00

ADDENDA: The undersigned acknowledges receipt of the following addenda: \$ 1 & 2 .

UNIT PRICE: Brd/Ft Wet Insulation Replacement (brd ft): \$ 1.80

UNIT PRICE: SF Ft of Deck Repair/Replacement: \$ 11.00

UNIT PRICE: Roof Drain Replacement (plumbing by others): \$ 900.00

CERTIFICATION

I (we) hereby certify that I (we) are the only person(s) interested in this proposal as principal(s): that this proposal is made and submitted without fraud or collusion with any other persons, firm, or corporation whatsoever. The bidder hereby declares that he has carefully examined all Bidding Documents, that he has personally inspected the actual location of work, and local sources of supply, that he has satisfied himself as to all the quantities and conditions, and understands that in signing this Bid he waives all right to plead any misunderstanding regarding the same. The bidder agrees that this bid is based upon the materials, equipment, and systems required by the Bid Documents without exception and that no substitutions have been made.

GUARANTEE

I (we) further proposed to guarantee all work performed under this contract to be done in accordance with the Contract Documents in a good and workman like manner; and to renew or repair any work which may be rejected, due to defective materials or workmanship, prior to final completion and acceptance of the project.

BONDS

Enclosed herewith is a Bid Security being at least 5% of the amount of the proposal, made payable to the Owner as a proposal guarantee. It is agreed by the undersigned that this Bid Security will be forfeited to the Owner in the event I (we) fail to enter into a contract or fail to furnish the required Performance and Labor and Materials Payment Bonds within ten (10) days after receiving Notice of Award upon acceptance of this bid by the Owner.

BID GUARANTEE

The undersigned proposes that the prices stated in this proposal are guaranteed for a minimum of 30 consecutive calendar days, Sundays and holidays included, from the date hereof:

UNDERSTANDING AND ACKNOWLEDGEMENT

I (we) understand that in order to comply with Minnesota Competitive Bidding Statutes, no clarification or modifications can be made to the Bid Form, except by any attachments(s) requested within the Bid Documents, and that any voluntary or arbitrary clarification(s) or modification(s) could cause rejection of my (our) bid.

Name of Company: Berwald Roofing Co., Inc.
(Print name of Roofing Company)

Date: 01/09/2019

Address: 2440 North Charles Street

City, State, Zip Code: North St.Paul, MN 55109

Telephone: 651-777-7411

Officer's Signature: 

Printed Name of Officer: Eugene Berwald

ATTACHMENT A

RESPONSIBLE CONTRACTOR AND CERTIFICATION OF COMPLIANCE

PROJECT TITLE: ISD 477 Princeton Public Schools 2019 Roof Replacement Project

Minn. Stat. 16C.285, Subd. 7, **IMPLEMENTATION.** any prime contractor or subcontractor or motor carrier 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. 16C.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 in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements 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, provided that a failure to pay is "repeated" only if it involves two or more separate and distinct occurrences of underpayment during 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 that have authority to debar a contractor; and
7. All subcontractors and motor carriers 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. 16C.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. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

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. 16C.285, Subd. 5a. **MOTOR CARRIER VERIFICATION.** A prime contractor or subcontractor shall obtain annually from all motor carriers with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each motor carrier. A prime contractor or subcontractor shall require each such motor carrier to provide it with immediate written notification in the event that the motor carrier no longer meets one or more of the minimum criteria in subdivision 3 after submitting its annual verification. A motor carrier shall be ineligible to perform work on a project covered by this section if it does not meet all the minimum criteria in subdivision 3. Upon request, a prime contractor or subcontractor shall submit to the contracting authority the signed verifications of compliance from all motor carriers providing for-hire transportation of materials, equipment, or supplies for a project.

Minn. Stat. 16C.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, with the exception of clause (7), at the time that it responds to the solicitation document.

A contracting authority may accept a signed statement under oath 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. A prime contractor, subcontractor, or motor carrier that fails to verify compliance with any one of the required minimum criteria or makes a false statement under oath in a verification of compliance shall be 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 or motor carrier that submits a

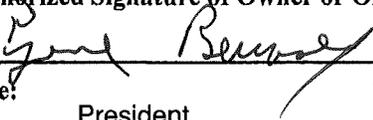
false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria. A verification of compliance need not be notarized. An electronic verification of compliance made and submitted as part of an electronic bid shall be an acceptable verification of compliance under this section providing that it contains an electronic signature as defined in section 325L.02, paragraph (h).

Minn.Stat. 16C.285, Subd. 6. **ADDITIONAL CRITERIA.** Nothing in this section shall restrict the discretion of a contracting authority to establish additional factors for defining contractor responsibility. This subdivision is not an independent grant of authority to a contracting authority to establish additional minimum criteria pursuant to subdivision 3.

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. 16C.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: Eugene Berwald
Title: President	Date: 01/09/2019
Company Name: Berwald Roofing Co., Inc.	

ATTACHMENT A

RESPONSIBLE CONTRACTOR AFFIDAVIT OF COMPLIANCE – MINN.STAT. § 16C.285

PROJECT TITLE: ISD 477, Princeton Public School District 2019 Roof Replacement Project

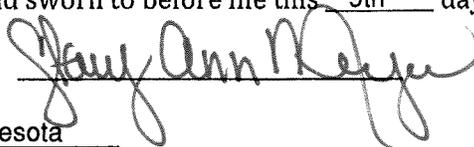
THE UNDERSIGNED, being first duly sworn, deposes and states under oath as follows:

- I am Eugene Berwald with
(Name)
Berwald Roofing Co., Inc. (the "Contractor"), and I am
(Name of Contractor)
duly authorized as an owner or officer of the Contractor to sign this Affidavit.
- I warrant and represent that the Contractor is in full compliance with the minimum criteria as set forth in Minn. Stat. § 16C.285, Subd.
- I have included Attachment A-1 with the Contractor's response to the solicitation for the Project.
- If the Contractor is awarded a contract on the Project, I will submit Attachment A-2 as required for the duration of the Project.
- I acknowledge that any false statement made in, or in connection with, this Affidavit will render the Contractor ineligible to be awarded a contract on the Project and may result in termination of any contract awarded to the Contractor on the Project.

Authorized Signature of Owner or Officer: 	Printed Name: Eugene Berwald
Title: President	Date: 01/09/2019
Contractor Legal Name: Berwald Roofing Co., Inc.	

Subscribed and sworn to before me this 9th day of January, 2019.

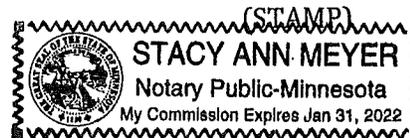
Notary Public



State of Minnesota

County of Washington

My commission expires: January 31, 2022





RLI Insurance Company
 P.O. Box 3967 Peoria IL 61612-3967
 Phone: 309-692-1000 Fax: 309-692-8637

BID BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS,

That We, Berwald Roofing Company, Inc.
 of 2440 North Charles, North St. Paul, MN 55109
 as Principal, and RLI Insurance Company, of Peoria,
Illinois, as Surety, an Illinois corporation duly licensed to
 do business in the State of Minnesota, are held and firmly bound unto
Princeton Public Schools, as Obligee, in the penal sum of
Five Percent of the Bid (5%),
 for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and
 assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the Principal has submitted, or is about to submit, a
 proposal or a bid to the Obligee on a contract for 2019 Roof Replacement Project, Princeton.

NOW, THEREFORE, if the aforesaid principal shall be awarded the contract, the said principal will within the period specified
 therefore, or if no period be specified, within ten (10) days after the notice of such award enter into a contract and give bond for
 the faithful performance of the contract, then this obligation shall be null and void, otherwise the principal and the surety will
 pay unto the obligee the difference in money between the amount of the bid of said principal and the amount for which the
 obligee may legally contract with another party to perform the work if the latter amount be in excess of the former, in no event
 shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any suits at law or proceedings in equity brought or to
 be brought against the Surety to recover any claim hereunder must be instituted and service had upon the Surety within ninety
 (90) days after the acceptance of said bid of the Principal by the Obligee.

SIGNED, SEALED AND DATED this 10 day of January, 2019.

Berwald Roofing Company, Inc.
 Principal
 By: Eugene Berwald President
RLI Insurance Company
 By: Joan T. Guindon Attorney-In-Fact

ADDRESS ALL CORRESPONDENCE TO:

RLI Surety
 P.O. Box 3967
 Peoria, IL 61612
 309-692-1000

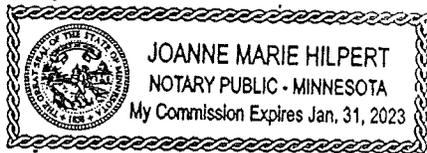
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CORPORATE ACKNOWLEDGMENT

State of Minnesota

County of Ramsey } ss

On the 10 day of Jan, 2019 before me, personally appeared depose Eugene Berwald to me known, who being by me duly sworn, did and say that he resides in Minnesota, that he is the President of the Berwald Roofing 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.



Joanne Marie Hilpert

Notary Public Joanne Marie Hilpert

County Washington

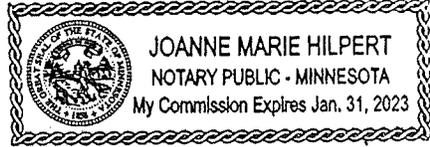
My Commission Expires January 31, 2023

(Notarial Seal)

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

On this 10 day of Jan, 2019, before me appeared Joan T. Guindon to me personally known, who being by me duly sworn, did say she is the aforesaid officer or attorney in fact of the RLI 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.



Joanne Marie Hilpert

Notary Public: Joanne Marie Hilpert

County: Washington

My Commission Expires: January 31, 2023

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Joan T. Guindon, Joanne Hilpert, Carol Jones, jointly or severally

in the City of Saint Paul, State of Minnesota its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"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, any 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."

IN WITNESS WHEREOF, the **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 10th day of April, 2018.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: B. W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 10th day of April, 2018, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** this 10 day of January, 2019.

By: Gretchen L. Johnnigk
Gretchen L. Johnnigk Notary Public

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Jean M. Stephenson
Jean M. Stephenson Corporate Secretary



BID PROPOSAL FORM

Dated this 10th day of January, 2019.

Michelle Czech
Director of Business Services
Princeton Public Schools
706 First Street
Princeton, MN 55371

RE: 2019 Roof Replacement Project

Bidding Contractor: Ettel and Franz Roofing Co.
(Name of Bidder)

BASE BID – High School Performing Arts Sections A,B,C,D,E,F and G

Roof Sections A,B,C,D,E,F and G (including all roofing, plumbing, and HVAC)

Install *the Bituminous Roof System* per Project Specifications. To provide supervision, labor, materials and equipment for roof project per project specifications at the following locations:

Lump sum price: \$525,000.00 five-hundred-twenty-five-thousand dollars and No /00

Add Line Item #1 – High School Roof Section H

Roof Section H (includes all roofing, plumbing, and HVAC)

Install *the Bituminous Roof System* per Project Specifications. To provide supervision, labor, materials and equipment for roof project per project specifications at the following locations:

Lump sum price: \$293,000.00 two-hundred-ninety-three-thousand dollars and No /00

Add Line Item #2 – High School Sections I and J

Roof Section I and J (includes all roofing, plumbing, and HVAC)

Install *the Bituminous Roof System* per Project Specifications. To provide supervision, labor, materials and equipment for roof project per project specifications at the following locations:

Lump sum price: \$198,000.00 one-hundred-ninety-eight-thousand dollars and No /00

Combination Bid – BASE BID, Line Item Add #1 and Line Item Add #2 Combined

Roof Sections A,B,C,D,E, F, G, H, I and J (includes all roofing, plumbing, and HVAC)

Install *the Bituminous Roof System* and metal wall panels per Project Specifications. To provide supervision, labor, materials and equipment for roof project per project specifications:

Lump sum price: \$1,016,000.00 one-million-sixteen-thousand dollars and No /00

ADDENDA: The undersigned acknowledges receipt of the following addenda: \$ #1, #2.

UNIT PRICE: Brd/Ft Wet Insulation Replacement (brd ft): \$ 4.00

UNIT PRICE: SF Ft of Deck Repair/Replacement: \$ 30.00

UNIT PRICE: Roof Drain Replacement (plumbing by others): \$ 2,000.00

CERTIFICATION

I (we) hereby certify that I (we) are the only person(s) interested in this proposal as principal(s): that this proposal is made and submitted without fraud or collusion with any other persons, firm, or corporation whatsoever. The bidder hereby declares that he has carefully examined all Bidding Documents, that he has personally inspected the actual location of work, and local sources of supply, that he has satisfied himself as to all the quantities and conditions, and understands that in signing this Bid he waives all right to plead any misunderstanding regarding the same. The bidder agrees that this bid is based upon the materials, equipment, and systems required by the Bid Documents without exception and that no substitutions have been made.

GUARANTEE

I (we) further proposed to guarantee all work performed under this contract to be done in accordance with the Contract Documents in a good and workman like manner; and to renew or repair any work which may be rejected, due to defective materials or workmanship, prior to final completion and acceptance of the project.

BONDS

Enclosed herewith is a Bid Security being at least 5% of the amount of the proposal, made payable to the Owner as a proposal guarantee. It is agreed by the undersigned that this Bid Security will be forfeited to the Owner in the event I (we) fail to enter into a contract or fail to furnish the required Performance and Labor and Materials Payment Bonds within ten (10) days after receiving Notice of Award upon acceptance of this bid by the Owner.

BID GUARANTEE

The undersigned proposes that the prices stated in this proposal are guaranteed for a minimum of 30 consecutive calendar days, Sundays and holidays included, from the date hereof:

UNDERSTANDING AND ACKNOWLEDGEMENT

I (we) understand that in order to comply with Minnesota Competitive Bidding Statutes, no clarification or modifications can be made to the Bid Form, except by any attachments(s) requested within the Bid Documents, and that any voluntary or arbitrary clarification(s) or modification(s) could cause rejection of my (our) bid.

Name of Company: Ettel and Franz Roofing Co.
(Print name of Roofing Company)

Date: January 10, 2019

Address: 2222 Robbins Street

City, State, Zip Code: St. Paul, MN 55114

Telephone: 651-646-4811

Officer's Signature: *David McDowall*

Printed Name of Officer: David McDowall

ATTACHMENT A

RESPONSIBLE CONTRACTOR AFFIDAVIT OF COMPLIANCE – MINN.STAT. § 16C.285

PROJECT TITLE: ISD 477, Princeton Public School District 2019 Roof Replacement Project

THE UNDERSIGNED, being first duly sworn, deposes and states under oath as follows:

1. I am Dave McDowall with
(Name)
Ettel & Franz Roofing Co. (the "Contractor"), and I am
(Name of Contractor)
duly authorized as an owner or officer of the Contractor to sign this Affidavit.
2. I warrant and represent that the Contractor is in full compliance with the minimum criteria as set forth in Minn. Stat. § 16C.285, Subd.
3. I have included Attachment A-1 with the Contractor's response to the solicitation for the Project.
4. If the Contractor is awarded a contract on the Project, I will submit Attachment A-2 as required for the duration of the Project.
5. I acknowledge that any false statement made in, or in connection with, this Affidavit will render the Contractor ineligible to be awarded a contract on the Project and may result in termination of any contract awarded to the Contractor on the Project.

Authorized Signature of Owner or Officer: <i>Dave McDowall</i>	Printed Name: Dave McDowall
Title: President	Date: Jan 10, 2019
Contractor Legal Name: Ettel & Franz Roofing Co.	

Subscribed and sworn to before me this 10th day of Jan 2019, _____.

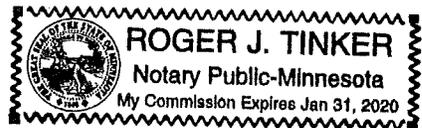
Notary Public Roger J. Tinker

(STAMP)

State of Minnesota

County of Ramsey

My commission expires: Jan. 31, 2020



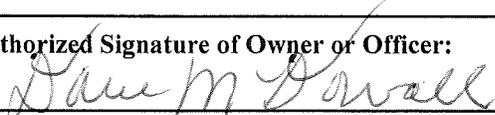
false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria. A verification of compliance need not be notarized. An electronic verification of compliance made and submitted as part of an electronic bid shall be an acceptable verification of compliance under this section providing that it contains an electronic signature as defined in section 325L.02, paragraph (h).

Minn.Stat. 16C.285, Subd. 6. **ADDITIONAL CRITERIA.** Nothing in this section shall restrict the discretion of a contracting authority to establish additional factors for defining contractor responsibility. This subdivision is not an independent grant of authority to a contracting authority to establish additional minimum criteria pursuant to subdivision 3.

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. 16C.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: Dave McDowall
Title: President	Date: Jan 10, 2019
Company Name: Eitel & Franz Roofing Co.	

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Ettel & Franz Company
2222 Robbins Street
St. Paul, MN 55114

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.

OWNER:

(Name, legal status and address)
Princeton Public Schools
706 First Street
Princeton, MN 55371

BOND AMOUNT: Five Percent of Amount Bid (5%)

PROJECT:

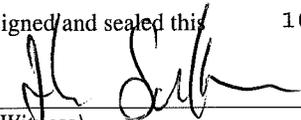
(Name, location or address, and Project number, if any)
Partial Reroofing of Princeton High School

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.

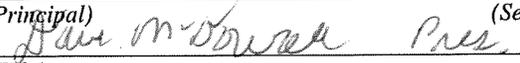
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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 January, 2019


(Witness)

Ettel & Franz Company
(Principal) (Seal)


(Title)


(Witness)

Western Surety Company
(Surety) (Seal)


(Title)

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.

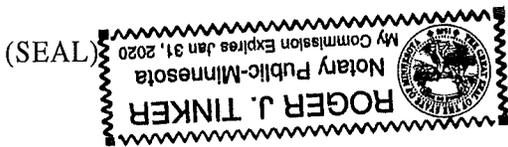
Init.

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CORPORATE ACKNOWLEDGMENT

STATE OF Minnesota
COUNTY OF Ramsey

On the 10th day of January, 2019, before me personally appeared, Dave McDowell to me, who being duly sworn, did depose and say: that s/he resides in Ramsey County that s/he is the President of the Ettel & Franz 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.



Roger J. Tinker
Notary Public

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA
COUNTY OF Stearns

On the 10th day of January, 2019 before me personally appeared, Amanda Plantenberg 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.



Leslie Seehusen
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

Kevin Paulson, Tom Deml, 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, 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 19th day of December, 2018.



WESTERN SURETY COMPANY

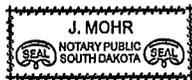
Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 19th day of December, 2018, 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
June 23, 2021



J. Mohr

J. Mohr, 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 10th day of January, 2019.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

BID PROPOSAL FORM

Dated this 10th day of January, 2019.

Michelle Czech
Director of Business Services
Princeton Public Schools
706 First Street
Princeton, MN 55371

RE: 2019 Roof Replacement Project

Bidding Contractor: McDowall Company
(Name of Bidder)

BASE BID – High School Performing Arts Sections A,B,C,D,E,F and G

Roof Sections A,B,C,D,E,F and G (including all roofing, plumbing, and HVAC)

Install *the Bituminous Roof System* per Project Specifications. To provide supervision, labor, materials and equipment for roof project per project specifications at the following locations:

Lump sum price: FIVE HUNDRED THIRTY FOUR THOUSAND dollars and ----- %
SEVEN HUNDRED AND 00/100-----(\$534,700.00)

Add Line Item #1 – High School Roof Section H

Roof Section H (includes all roofing, plumbing, and HVAC)

Install *the Bituminous Roof System* per Project Specifications. To provide supervision, labor, materials and equipment for roof project per project specifications at the following locations:

Lump sum price: TWO HUNDRED NINETY FOUR THOUSAND dollars and ----- %
SEVEN HUNDRED AND 00/100-----(\$294,700.00)

Add Line Item #2 – High School Sections I and J

Roof Section I and J (includes all roofing, plumbing, and HVAC)

Install *the Bituminous Roof System* per Project Specifications. To provide supervision, labor, materials and equipment for roof project per project specifications at the following locations:

Lump sum price: ONE HUNDRED NINETY SEVEN THOUSAND dollars and ----- %
AND 00/100-----(\$197,000.00)

Combination Bid – BASE BID, Line Item Add #1 and Line Item Add #2 Combined

Roof Sections A,B,C,D,E, F, G, H, I and J (includes all roofing, plumbing, and HVAC)

Install *the Bituminous Roof System* and metal wall panels per Project Specifications. To provide supervision, labor, materials and equipment for roof project per project specifications:

Lump sum price: ONE MILLION TWENTY FIVE THOUSAND SEVEN dollars and ----- %
HUNDRED AND 00/100-----(\$1,025,700.00)

ADDENDA: The undersigned acknowledges receipt of the following addenda: \$ 1, 2.

UNIT PRICE: Brd/Ft Wet Insulation Replacement (brd ft): \$ 2.50

UNIT PRICE: SF Ft of Deck Repair/Replacement: \$ 12.00

UNIT PRICE: Roof Drain Replacement (plumbing by others): \$ 1,500.00

CERTIFICATION

I (we) hereby certify that I (we) are the only person(s) interested in this proposal as principal(s): that this proposal is made and submitted without fraud or collusion with any other persons, firm, or corporation whatsoever. The bidder hereby declares that he has carefully examined all Bidding Documents, that he has personally inspected the actual location of work, and local sources of supply, that he has satisfied himself as to all the quantities and conditions, and understands that in signing this Bid he waives all right to plead any misunderstanding regarding the same. The bidder agrees that this bid is based upon the materials, equipment, and systems required by the Bid Documents without exception and that no substitutions have been made.

GUARANTEE

I (we) further proposed to guarantee all work performed under this contract to be done in accordance with the Contract Documents in a good and workman like manner; and to renew or repair any work which may be rejected, due to defective materials or workmanship, prior to final completion and acceptance of the project.

BONDS

Enclosed herewith is a Bid Security being at least 5% of the amount of the proposal, made payable to the Owner as a proposal guarantee. It is agreed by the undersigned that this Bid Security will be forfeited to the Owner in the event I (we) fail to enter into a contract or fail to furnish the required Performance and Labor and Materials Payment Bonds within ten (10) days after receiving Notice of Award upon acceptance of this bid by the Owner.

BID GUARANTEE

The undersigned proposes that the prices stated in this proposal are guaranteed for a minimum of 30 consecutive calendar days, Sundays and holidays included, from the date hereof:

UNDERSTANDING AND ACKNOWLEDGEMENT

I (we) understand that in order to comply with Minnesota Competitive Bidding Statutes, no clarification or modifications can be made to the Bid Form, except by any attachments(s) requested within the Bid Documents, and that any voluntary or arbitrary clarification(s) or modification(s) could cause rejection of my (our) bid.

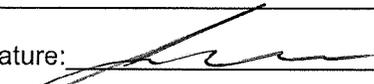
Name of Company: McDowall Company
(Print name of Roofing Company)

Date: January 10, 2019

Address: 1431 Prosper Drive

City, State, Zip Code: Waite Park MN 56387

Telephone: 320-251-8640

Officer's Signature: 

Printed Name of Officer: Jay Mumm-Vice President

ATTACHMENT A

RESPONSIBLE CONTRACTOR AND CERTIFICATION OF COMPLIANCE

PROJECT TITLE: ISD 477 Princeton Public Schools 2019 Roof Replacement Project

Minn. Stat. 16C.285, Subd., 7, **IMPLEMENTATION.** any prime contractor or subcontractor or motor carrier 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. 16C.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 in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements 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, provided that a failure to pay is "repeated" only if it involves two or more separate and distinct occurrences of underpayment during 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 that have authority to debar a contractor; and
7. All subcontractors and motor carriers 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. 16C.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. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

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. 16C.285, Subd. 5a. **MOTOR CARRIER VERIFICATION.** A prime contractor or subcontractor shall obtain annually from all motor carriers with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each motor carrier. A prime contractor or subcontractor shall require each such motor carrier to provide it with immediate written notification in the event that the motor carrier no longer meets one or more of the minimum criteria in subdivision 3 after submitting its annual verification. A motor carrier shall be ineligible to perform work on a project covered by this section if it does not meet all the minimum criteria in subdivision 3. Upon request, a prime contractor or subcontractor shall submit to the contracting authority the signed verifications of compliance from all motor carriers providing for-hire transportation of materials, equipment, or supplies for a project.

Minn. Stat. 16C.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, with the exception of clause (7), at the time that it responds to the solicitation document.

A contracting authority may accept a signed statement under oath 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. A prime contractor, subcontractor, or motor carrier that fails to verify compliance with any one of the required minimum criteria or makes a false statement under oath in a verification of compliance shall be 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 or motor carrier 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 failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria. A verification of compliance need not be notarized. An electronic verification of compliance made and submitted as part of an electronic bid shall be an acceptable verification of compliance under this section providing that it contains an electronic signature as defined in section 325L.02, paragraph (h).

Minn.Stat. 16C.285, Subd. 6. **ADDITIONAL CRITERIA.** Nothing in this section shall restrict the discretion of a contracting authority to establish additional factors for defining contractor responsibility. This subdivision is not an independent grant of authority to a contracting authority to establish additional minimum criteria pursuant to subdivision 3.

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. 16C.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: January 10, 2019
Company Name: McDowall Company	

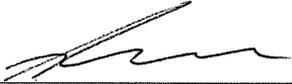
ATTACHMENT A

RESPONSIBLE CONTRACTOR AFFIDAVIT OF COMPLIANCE – MINN.STAT. § 16C.285

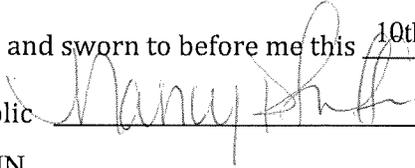
PROJECT TITLE: ISD 477, Princeton Public School District 2019 Roof Replacement Project

THE UNDERSIGNED, being first duly sworn, deposes and states under oath as follows:

1. I am Jay Mumm with
(Name)
McDowall Company (the "Contractor"), and I am
(Name of Contractor)
duly authorized as an owner or officer of the Contractor to sign this Affidavit.
2. I warrant and represent that the Contractor is in full compliance with the minimum criteria as set forth in Minn. Stat. § 16C.285, Subd.
3. I have included Attachment A-1 with the Contractor's response to the solicitation for the Project.
4. If the Contractor is awarded a contract on the Project, I will submit Attachment A-2 as required for the duration of the Project.
5. I acknowledge that any false statement made in, or in connection with, this Affidavit will render the Contractor ineligible to be awarded a contract on the Project and may result in termination of any contract awarded to the Contractor on the Project.

Authorized Signature of Owner or Officer: 	Printed Name: Jay Mumm
Title: Vice President	Date: January 10, 2019
Contractor Legal Name: McDowall Company	

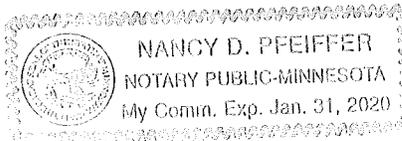
Subscribed and sworn to before me this 10th day of January, 2019.

Notary Public 

(STAMP)

State of MN

County of Stearns



My commission expires: 01-31-20

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 Street

Chicago, IL 60606

OWNER:

(Name, legal status and address)

Princeton Public Schools

706 First Street

Princeton, MN 55371

BOND AMOUNT: Five Percent of Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

2019 Roof Replacement Project Princeton High School

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

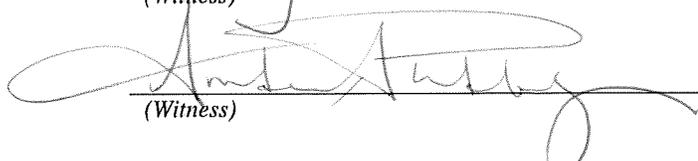
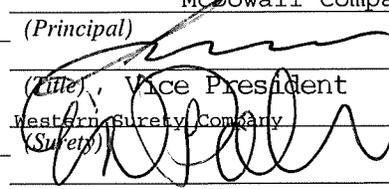
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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 10th day of January, 2019

 _____ (Witness)	_____ McDowall Company (Principal) _____ (Seal)
 _____ (Witness)	 _____ (Title), Vice President Western Surety Company (Surety) _____ (Seal)
	_____ (Title) Erin Pohlman 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.

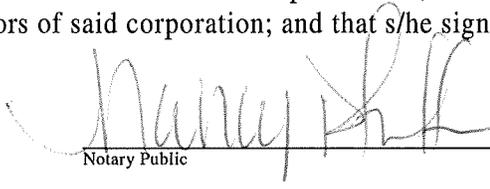
Init. AIA Document A310[™] – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion 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. 061110

CORPORATE ACKNOWLEDGMENT

STATE OF MN
COUNTY OF Stearns

On the 10th day of January, 2019, before me personally appeared, Jay A. 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, 2020



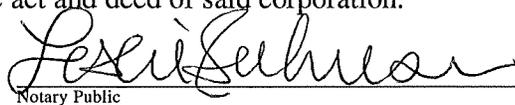
Notary Public

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA
COUNTY OF Stearns

On the 10th day of January, 2019 before me personally appeared, Erin Pohlman 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)  LESLIE JOANN SEEHUSEN
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2022



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

Kevin Paulson, Tom Deml, 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, 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 19th day of December, 2018.

WESTERN SURETY COMPANY



Paul T. Bruflat

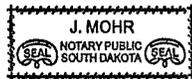
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 19th day of December, 2018, 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

June 23, 2021



J. Mohr

J. Mohr, 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 10th day of January, 2019.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

BID PROPOSAL FORM

Dated this 10 day of Jan., 2019.

Michelle Czech
Director of Business Services
Princeton Public Schools
706 First Street
Princeton, MN 55371

RE: 2019 Roof Replacement Project

Bidding Contractor: McPhillips Bros. Roofing company
(Name of Bidder)

BASE BID – High School Performing Arts Sections A,B,C,D,E,F and G

Roof Sections A,B,C,D,E,F and G (including all roofing, plumbing, and HVAC)

Install *the Bituminous Roof System* per Project Specifications. To provide supervision, labor, materials and equipment for roof project per project specifications at the following locations:

Lump sum price: \$564,223.00 dollars and ----- %

Add Line Item #1 – High School Roof Section H

Roof Section H (includes all roofing, plumbing, and HVAC)

Install *the Bituminous Roof System* per Project Specifications. To provide supervision, labor, materials and equipment for roof project per project specifications at the following locations:

Lump sum price: \$325,156.00 dollars and ----- %

Add Line Item #2 – High School Sections I and J

Roof Section I and J (includes all roofing, plumbing, and HVAC)

Install *the Bituminous Roof System* per Project Specifications. To provide supervision, labor, materials and equipment for roof project per project specifications at the following locations:

Lump sum price: \$216,455.00 dollars and ----- %

Combination Bid – BASE BID, Line Item Add #1 and Line Item Add #2 Combined

Roof Sections A,B,C,D,E, F, G, H, I and J (includes all roofing, plumbing, and HVAC)

Install *the Bituminous Roof System* and metal wall panels per Project Specifications. To provide supervision, labor, materials and equipment for roof project per project specifications:

Lump sum price: \$1,105,834.00 dollars and ----- %

ADDENDA: The undersigned acknowledges receipt of the following addenda: \$ 2.

UNIT PRICE: Brd/Ft Wet Insulation Replacement (brd ft): \$ \$4.25

UNIT PRICE: SF Ft of Deck Repair/Replacement: \$ \$8.50

UNIT PRICE: Roof Drain Replacement (plumbing by others): \$ 550.00

CERTIFICATION

I (we) hereby certify that I (we) are the only person(s) interested in this proposal as principal(s): that this proposal is made and submitted without fraud or collusion with any other persons, firm, or corporation whatsoever. The bidder hereby declares that he has carefully examined all Bidding Documents, that he has personally inspected the actual location of work, and local sources of supply, that he has satisfied himself as to all the quantities and conditions, and understands that in signing this Bid he waives all right to plead any misunderstanding regarding the same. The bidder agrees that this bid is based upon the materials, equipment, and systems required by the Bid Documents without exception and that no substitutions have been made.

GUARANTEE

I (we) further proposed to guarantee all work performed under this contract to the be done in accordance with the Contract Documents in a good and workman like manner; and to renew or repair any work which may be rejected, due to defective materials or workmanship, prior to final completion and acceptance of the project.

BONDS

Enclosed herewith is a Bid Security being at least 5% of the amount of the proposal, made payable to the Owner as a proposal guarantee. It is agreed by the undersigned that this Bid Security will be forfeited to the Owner in the event I (we) fail to enter into a contract or fail to furnish the required Performance and Labor and Materials Payment Bonds within ten (10) days after receiving Notice of Award upon acceptance of this bid by the Owner.

BID GUARANTEE

The undersigned proposes that the prices stated in this proposal are guaranteed for a minimum of 30 consecutive calendar days, Sundays and holidays included, from the date hereof:

UNDERSTANDING AND ACKNOWLEDGEMENT

I (we) understand that in order to comply with Minnesota Competitive Bidding Statutes, no clarification or modifications can be made to the Bid Form, except by any attachments(s) requested within the Bid Documents, and that any voluntary or arbitrary clarification(s) or modification(s) could cause rejection of my (our) bid.

Name of Company: McPhillips Bros. Roofing Company
(Print name of Roofing Company)

Date: 1/10/2019

Address: 2590 Centennial Drive

City, State, Zip Code: Saint Paul, MN 55109

Telephone: 651-770-2891

Officer's Signature: *Stephen P Johnson*

Printed Name of Officer: Steve Johnson

ATTACHMENT A

RESPONSIBLE CONTRACTOR AFFIDAVIT OF COMPLIANCE – MINN.STAT. § 16C.285

PROJECT TITLE: ISD 477, Princeton Public School District 2019 Roof Replacement Project

THE UNDERSIGNED, being first duly sworn, deposes and states under oath as follows:

1. I am Steve Johnson with
(Name)
McPhillips Bros. Roofing Company (the "Contractor"), and I am
(Name of Contractor)
duly authorized as an owner or officer of the Contractor to sign this Affidavit.
2. I warrant and represent that the Contractor is in full compliance with the minimum criteria as set forth in Minn. Stat. § 16C.285, Subd.
3. I have included Attachment A-1 with the Contractor's response to the solicitation for the Project.
4. If the Contractor is awarded a contract on the Project, I will submit Attachment A-2 as required for the duration of the Project.
5. I acknowledge that any false statement made in, or in connection with, this Affidavit will render the Contractor ineligible to be awarded a contract on the Project and may result in termination of any contract awarded to the Contractor on the Project.

Authorized Signature of Owner or Officer: <i>Stephen P Johnson</i>	Printed Name: Steve Johnson
Title: Vice President	Date: 1/10/2019
Contractor Legal Name:	

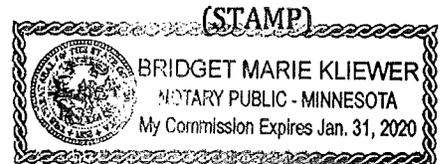
Subscribed and sworn to before me this 10 day of Jan, 2019.

Notary Public Bridget K Kiewer

State of MN

County of Sherburne

My commission expires: 1/31/2020



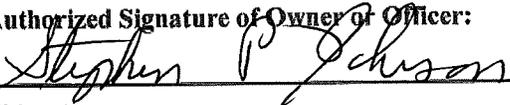
false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria. A verification of compliance need not be notarized. An electronic verification of compliance made and submitted as part of an electronic bid shall be an acceptable verification of compliance under this section providing that it contains an electronic signature as defined in section 325L.02, paragraph (h).

Minn.Stat. 16C.285, Subd. 6. **ADDITIONAL CRITERIA.** Nothing in this section shall restrict the discretion of a contracting authority to establish additional factors for defining contractor responsibility. This subdivision is not an independent grant of authority to a contracting authority to establish additional minimum criteria pursuant to subdivision 3.

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. 16C.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: Steve Johnson
Title: Vice President	Date: 1/10/2019
Company Name: McPhillips Bros. Roofing Comapny	



RLI Insurance Company
 P.O. Box 3967 Peoria IL 61612-3967
 Phone: 309-692-1000 Fax: 309-692-8637

BID BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS,

That We, McPhillips Bros. Roofing Company
 of 2590 Centennial Drive, St. Paul, MN 55109
 as Principal, and RLI Insurance Company, of Peoria,
Illinois, as Surety, an Illinois corporation duly licensed to
 do business in the State of Minnesota, are held and firmly bound unto
Princeton Public Schools, as Obligee, in the penal sum of
Five Percent of the Bid (5%),
 for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and
 assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the Principal has submitted, or is about to submit, a
 proposal or a bid to the Obligee on a contract for 2019 Roof Replacement Project, Princeton.

NOW, THEREFORE, if the aforesaid principal shall be awarded the contract, the said principal will within the period specified
 therefore, or if no period be specified, within ten (10) days after the notice of such award enter into a contract and give bond for
 the faithful performance of the contract, then this obligation shall be null and void, otherwise the principal and the surety will
 pay unto the obligee the difference in money between the amount of the bid of said principal and the amount for which the
 obligee may legally contract with another party to perform the work if the latter amount be in excess of the former, in no event
 shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any suits at law or proceedings in equity brought or to
 be brought against the Surety to recover any claim hereunder must be instituted and service had upon the Surety within ninety
 (90) days after the acceptance of said bid of the Principal by the Obligee.

SIGNED, SEALED AND DATED this 10 day of January, 2019.

McPhillips Bros. Roofing Company
 Principal
 By: Stephen Johnson Vice President
RLI Insurance Company
 By: Joan T. Guindon Attorney-In-Fact

ADDRESS ALL CORRESPONDENCE TO:
 RLI Surety
 P.O. Box 3967
 Peoria, IL 61612
 309-692-1000

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Joan T. Guindon, Joanne Hilpert, Carol Jones, jointly or severally

in the City of Saint Paul, State of Minnesota its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"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, any 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."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 10th day of April, 2018.



RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 10th day of April, 2018, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 10 day of January, 2019

By: Gretchen L. Johnnigk
Gretchen L. Johnnigk Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson
Jean M. Stephenson Corporate Secretary



BID PROPOSAL FORM

Dated this 10th day of Jan., 2019.

Michelle Czech
Director of Business Services
Princeton Public Schools
706 First Street
Princeton, MN 55371

RE: 2019 Roof Replacement Project

Bidding Contractor: Granite City Roofing, Inc.
(Name of Bidder)

BASE BID – High School Performing Arts Sections A,B,C,D,E,F and G

Roof Sections A,B,C,D,E,F and G (including all roofing, plumbing, and HVAC)

Install the *Bituminous Roof System* per Project Specifications. To provide supervision, labor, materials and equipment for roof project per project specifications at the following locations:

Five hundred thirty-four thousand, three hundred

Lump sum price: sixty dollars & no cents. \$534,360.00 dollars and ----- %

Add Line Item #1 – High School Roof Section H

Roof Section H (includes all roofing, plumbing, and HVAC)

Install the *Bituminous Roof System* per Project Specifications. To provide supervision, labor, materials and equipment for roof project per project specifications at the following locations:

Two hundred seventy three thousand dollars

Lump sum price: & no cents. \$273,000.00 dollars and ----- %

Add Line Item #2 – High School Sections I and J

Roof Section I and J (includes all roofing, plumbing, and HVAC)

Install the *Bituminous Roof System* per Project Specifications. To provide supervision, labor, materials and equipment for roof project per project specifications at the following locations:

One hundred ninety-eight thousand dollars

Lump sum price: & no cents. \$198,000.00 dollars and ----- %

Combination Bid – BASE BID, Line Item Add #1 and Line Item Add #2 Combined

Roof Sections A,B,C,D,E, F, G, H, I and J (includes all roofing, plumbing, and HVAC)

Install the *Bituminous Roof System* and metal wall panels per Project Specifications. To provide supervision, labor, materials and equipment for roof project per project specifications:

Nine hundred ninety-eight thousand, eight hundred

Lump sum price: twenty dollars and no cents. \$998,820.00 dollars and ----- %

ADDENDA: The undersigned acknowledges receipt of the following addenda: \$ 1, 2 .

UNIT PRICE: Brd/Ft Wet Insulation Replacement (brd ft): \$ 2.35

UNIT PRICE: SF Ft of Deck Repair/Replacement: \$ 14.00

UNIT PRICE: Roof Drain Replacement (plumbing by others): \$ 1,250.00

CERTIFICATION

I (we) hereby certify that I (we) are the only person(s) interested in this proposal as principal(s): that this proposal is made and submitted without fraud or collusion with any other persons, firm, or corporation whatsoever. The bidder hereby declares that he has carefully examined all Bidding Documents, that he has personally inspected the actual location of work, and local sources of supply, that he has satisfied himself as to all the quantities and conditions, and understands that in signing this Bid he waives all right to plead any misunderstanding regarding the same. The bidder agrees that this bid is based upon the materials, equipment, and systems required by the Bid Documents without exception and that no substitutions have been made.

GUARANTEE

I (we) further proposed to guarantee all work performed under this contract to be done in accordance with the Contract Documents in a good and workman like manner; and to renew or repair any work which may be rejected, due to defective materials or workmanship, prior to final completion and acceptance of the project.

BONDS

Enclosed herewith is a Bid Security being at least 5% of the amount of the proposal, made payable to the Owner as a proposal guarantee. It is agreed by the undersigned that this Bid Security will be forfeited to the Owner in the event I (we) fail to enter into a contract or fail to furnish the required Performance and Labor and Materials Payment Bonds within ten (10) days after receiving Notice of Award upon acceptance of this bid by the Owner.

BID GUARANTEE

The undersigned proposes that the prices stated in this proposal are guaranteed for a minimum of 30 consecutive calendar days, Sundays and holidays included, from the date hereof:

UNDERSTANDING AND ACKNOWLEDGEMENT

I (we) understand that in order to comply with Minnesota Competitive Bidding Statutes, no clarification or modifications can be made to the Bid Form, except by any attachments(s) requested within the Bid Documents, and that any voluntary or arbitrary clarification(s) or modification(s) could cause rejection of my (our) bid.

Name of Company: Granite City Roofing, Inc.
(Print name of Roofing Company)

Date: January 10, 2019

Address: PO Box 1482

City, State, Zip Code: St. Cloud, MN 56302

Telephone: 320-253-4441

Officer's Signature: 

Printed Name of Officer: Alan Scofield, Vice-President

ATTACHMENT A

RESPONSIBLE CONTRACTOR AND CERTIFICATION OF COMPLIANCE

PROJECT TITLE: ISD 477 Princeton Public Schools 2019 Roof Replacement Project

Minn. Stat. 16C.285, Subd. 7, **IMPLEMENTATION**. any prime contractor or subcontractor or motor carrier 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. 16C.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 in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements 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, provided that a failure to pay is “repeated” only if it involves two or more separate and distinct occurrences of underpayment during 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 that have authority to debar a contractor; and
7. All subcontractors and motor carriers 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. 16C.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. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

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. 16C.285, Subd. 5a. **MOTOR CARRIER VERIFICATION.** A prime contractor or subcontractor shall obtain annually from all motor carriers with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each motor carrier. A prime contractor or subcontractor shall require each such motor carrier to provide it with immediate written notification in the event that the motor carrier no longer meets one or more of the minimum criteria in subdivision 3 after submitting its annual verification. A motor carrier shall be ineligible to perform work on a project covered by this section if it does not meet all the minimum criteria in subdivision 3. Upon request, a prime contractor or subcontractor shall submit to the contracting authority the signed verifications of compliance from all motor carriers providing for-hire transportation of materials, equipment, or supplies for a project.

Minn. Stat. 16C.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, with the exception of clause (7), at the time that it responds to the solicitation document.

A contracting authority may accept a signed statement under oath 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. A prime contractor, subcontractor, or motor carrier that fails to verify compliance with any one of the required minimum criteria or makes a false statement under oath in a verification of compliance shall be 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 or motor carrier 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 failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria. A verification of compliance need not be notarized. An electronic verification of compliance made and submitted as part of an electronic bid shall be an acceptable verification of compliance under this section providing that it contains an electronic signature as defined in section 325L.02, paragraph (h).

Minn.Stat. 16C.285, Subd. 6. **ADDITIONAL CRITERIA.** Nothing in this section shall restrict the discretion of a contracting authority to establish additional factors for defining contractor responsibility. This subdivision is not an independent grant of authority to a contracting authority to establish additional minimum criteria pursuant to subdivision 3.

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. 16C.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: Alan Scofield
Title: Vice-President	Date: January 10, 2019
Company Name: Granite City Roofing, Inc.	

ATTACHMENT A

RESPONSIBLE CONTRACTOR AFFIDAVIT OF COMPLIANCE – MINN.STAT. § 16C.285

PROJECT TITLE: ISD 477, Princeton Public School District 2019 Roof Replacement Project

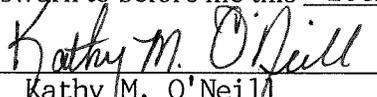
THE UNDERSIGNED, being first duly sworn, deposes and states under oath as follows:

1. I am Alan Scofield with
(Name)
Granite City Roofing, Inc. (the "Contractor"), and I am
(Name of Contractor)
duly authorized as an owner or officer of the Contractor to sign this Affidavit.
2. I warrant and represent that the Contractor is in full compliance with the minimum criteria as set forth in Minn. Stat. § 16C.285, Subd.
3. I have included Attachment A-1 with the Contractor's response to the solicitation for the Project.
4. If the Contractor is awarded a contract on the Project, I will submit Attachment A-2 as required for the duration of the Project.
5. I acknowledge that any false statement made in, or in connection with, this Affidavit will render the Contractor ineligible to be awarded a contract on the Project and may result in termination of any contract awarded to the Contractor on the Project.

Authorized Signature of Owner or Officer: 	Printed Name: Alan Scofield
Title: Vice-President	Date: January 10, 2019
Contractor Legal Name: Granite City Roofing, Inc.	

Subscribed and sworn to before me this 10th day of January, 2019.

Notary Public

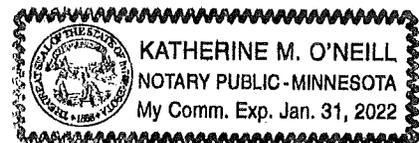

Kathy M. O'Neill

(STAMP)

State of Minnesota

County of Benton

My commission expires: Jan. 31, 2022



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)

Granite City Roofing, Inc.
1095 39th Avenue Northeast
Sauk Rapids, MN 56379-9671

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)

Independent School District No. 477
706 First Street
Princeton, MN 55371

BOND AMOUNT: Five Percent of the Bid Submitted

PROJECT:

(Name, location or address, and Project number, if any)

2019 Roof Replacement Princeton High School

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.

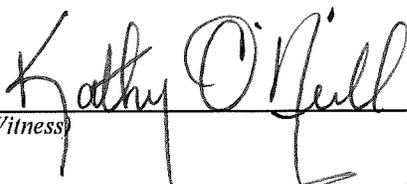
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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 **10th**

day of **January**

2019



(Witness)

Granite City Roofing, Inc.



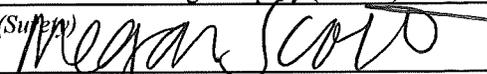
(Principal) (Seal)
VICKI PRUSSE DENT

(Title)



(Witness)

Merchants Bonding Company (Mutual)



(Surety) (Seal)
(Title) **Megan Nicole Scott** Attorney-In-Fact

CON 0657 (2/15)

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

STATE OF MINNESOTA

On this 10th day of January , 2019 , before me appeared Megan Nicole Scott to me personally known, who, being duly sworn, did say that he or she is the Attorney-in-Fact of Merchants Bonding Company, that the seal affixed to the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said acknowledged said instrument to be the free act and deed of said corporation.

Angela Taylor
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; Emily Tschimperle; Gregg K Boomgard; James Erickson; Janet L Roth; Kristin B Schiferl; Larry Sumbs; Megan Nicole Scott; Nathan Weaver; Sondra Kempf; Tracy Chehoski; Wendy M Schmid; William D Jeatran

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.

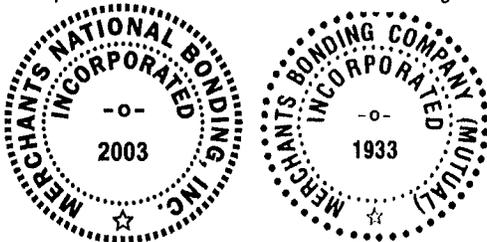
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, 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 authority 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 17th day of October, 2018.

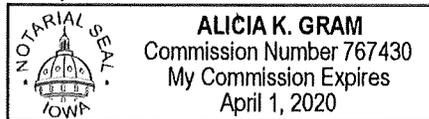


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 17th day of October 2018, 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.

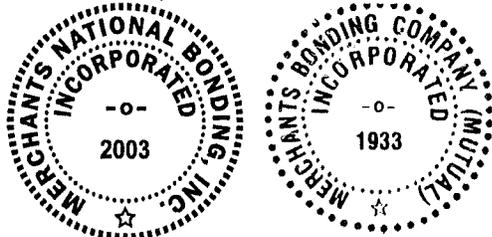


Alicia K. Gram
Notary Public

(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 10th day of January, 2019.



William Warner Jr.
Secretary

BID PROPOSAL FORM

Dated this 10 day of Jan, 2019.

Michelle Czech
Director of Business Services
Princeton Public Schools
706 First Street
Princeton, MN 55371

RE: 2019 Roof Replacement Project

Bidding Contractor: Peterson Bros Roofing & Construction Inc
(Name of Bidder)

BASE BID – High School Performing Arts Sections A,B,C,D,E,F and G

Roof Sections A,B,C,D,E,F and G (including all roofing, plumbing, and HVAC)

Install *the Bituminous Roof System* per Project Specifications. To provide supervision, labor, materials and equipment for roof project per project specifications at the following locations:

Lump sum price: 548,000.00 dollars and ----- %
Five Hundred Forty Eight Thousand Dollars

Add Line Item #1 – High School Roof Section H

Roof Section H (includes all roofing, plumbing, and HVAC)

Install *the Bituminous Roof System* per Project Specifications. To provide supervision, labor, materials and equipment for roof project per project specifications at the following locations:

Lump sum price: 338,000.00 dollars and ----- %
Three Hundred Thirty Eight Thousand

Add Line Item #2 – High School Sections I and J

Roof Section I and J (includes all roofing, plumbing, and HVAC)

Install *the Bituminous Roof System* per Project Specifications. To provide supervision, labor, materials and equipment for roof project per project specifications at the following locations:

Lump sum price: 219,000.00 dollars and ----- %
Two Hundred Nineteen Thousand

Combination Bid – BASE BID, Line Item Add #1 and Line Item Add #2 Combined

Roof Sections A,B,C,D,E, F, G, H, I and J (includes all roofing, plumbing, and HVAC)

Install *the Bituminous Roof System* and metal wall panels per Project Specifications. To provide supervision, labor, materials and equipment for roof project per project specifications:

Lump sum price: 1,105,000.00 dollars and ----- %
One Million One Hundred Five Thousand Dollars

ADDENDA: The undersigned acknowledges receipt of the following addenda: \$ 2.

UNIT PRICE: Brd/Ft Wet Insulation Replacement (brd ft): \$ 2.00

UNIT PRICE: SF Ft of Deck Repair/Replacement: \$ 9.25

UNIT PRICE: Roof Drain Replacement (plumbing by others): \$ 1,400.00

CERTIFICATION

I (we) hereby certify that I (we) are the only person(s) interested in this proposal as principal(s): that this proposal is made and submitted without fraud or collusion with any other persons, firm, or corporation whatsoever. The bidder hereby declares that he has carefully examined all Bidding Documents, that he has personally inspected the actual location of work, and local sources of supply, that he has satisfied himself as to all the quantities and conditions, and understands that in signing this Bid he waives all right to plead any misunderstanding regarding the same. The bidder agrees that this bid is based upon the materials, equipment, and systems required by the Bid Documents without exception and that no substitutions have been made.

GUARANTEE

I (we) further proposed to guarantee all work performed under this contract to the be done in accordance with the Contract Documents in a good and workman like manner; and to renew or repair any work which may be rejected, due to defective materials or workmanship, prior to final completion and acceptance of the project.

BONDS

Enclosed herewith is a Bid Security being at least 5% of the amount of the proposal, made payable to the Owner as a proposal guarantee. It is agreed by the undersigned that this Bid Security will be forfeited to the Owner in the event I (we) fail to enter into a contract or fail to furnish the required Performance and Labor and Materials Payment Bonds within ten (10) days after receiving Notice of Award upon acceptance of this bid by the Owner.

BID GUARANTEE

The undersigned proposes that the prices stated in this proposal are guaranteed for a minimum of 30 consecutive calendar days, Sundays and holidays included, from the date hereof:

UNDERSTANDING AND ACKNOWLEDGEMENT

I (we) understand that in order to comply with Minnesota Competitive Bidding Statutes, no clarification or modifications can be made to the Bid Form, except by any attachments(s) requested within the Bid Documents, and that any voluntary or arbitrary clarification(s) or modification(s) could cause rejection of my (our) bid.

Name of Company: Peterson Bros Roofing & Construction Inc
(Print name of Roofing Company)

Date: 1/10/2019

Address: 481 Burgess Street

City, State, Zip Code: St. Paul MN 55117

Telephone: 651 488-5630

Officer's Signature: 

Printed Name of Officer: Richard T. Gannon

ATTACHMENT A

RESPONSIBLE CONTRACTOR AND CERTIFICATION OF COMPLIANCE

PROJECT TITLE: ISD 477 Princeton Public Schools 2019 Roof Replacement Project

Minn. Stat. 16C.285, Subd. 7, **IMPLEMENTATION**. any prime contractor or subcontractor or motor carrier 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. 16C.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 in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements 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, provided that a failure to pay is "repeated" only if it involves two or more separate and distinct occurrences of underpayment during 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 that have authority to debar a contractor; and
7. All subcontractors and motor carriers 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. 16C.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. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

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. 16C.285, Subd. 5a. **MOTOR CARRIER VERIFICATION.** A prime contractor or subcontractor shall obtain annually from all motor carriers with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each motor carrier. A prime contractor or subcontractor shall require each such motor carrier to provide it with immediate written notification in the event that the motor carrier no longer meets one or more of the minimum criteria in subdivision 3 after submitting its annual verification. A motor carrier shall be ineligible to perform work on a project covered by this section if it does not meet all the minimum criteria in subdivision 3. Upon request, a prime contractor or subcontractor shall submit to the contracting authority the signed verifications of compliance from all motor carriers providing for-hire transportation of materials, equipment, or supplies for a project.

Minn. Stat. 16C.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, with the exception of clause (7), at the time that it responds to the solicitation document.

A contracting authority may accept a signed statement under oath 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. A prime contractor, subcontractor, or motor carrier that fails to verify compliance with any one of the required minimum criteria or makes a false statement under oath in a verification of compliance shall be 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 or motor carrier 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 failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria. A verification of compliance need not be notarized. An electronic verification of compliance made and submitted as part of an electronic bid shall be an acceptable verification of compliance under this section providing that it contains an electronic signature as defined in section 325L.02, paragraph (h).

Minn.Stat. 16C.285, Subd. 6. **ADDITIONAL CRITERIA.** Nothing in this section shall restrict the discretion of a contracting authority to establish additional factors for defining contractor responsibility. This subdivision is not an independent grant of authority to a contracting authority to establish additional minimum criteria pursuant to subdivision 3.

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. 16C.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: Richard T. Gannon
Title: Vice President	Date: 1/10/2019
Company Name: Peterson Bros Roofing & Construction	

ATTACHMENT A

RESPONSIBLE CONTRACTOR AFFIDAVIT OF COMPLIANCE – MINN.STAT. § 16C.285

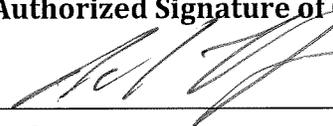
PROJECT TITLE: ISD 477, Princeton Public School District 2019 Roof Replacement Project

THE UNDERSIGNED, being first duly sworn, deposes and states under oath as follows:

1. I am Richard Gannon with
(Name)

Peterson Bros Roofing & Construction Inc (the "Contractor"), and I am
(Name of Contractor)
duly authorized as an owner or officer of the Contractor to sign this Affidavit.

2. I warrant and represent that the Contractor is in full compliance with the minimum criteria as set forth in Minn. Stat. § 16C.285, Subd.
3. I have included Attachment A-1 with the Contractor's response to the solicitation for the Project.
4. If the Contractor is awarded a contract on the Project, I will submit Attachment A-2 as required for the duration of the Project.
5. I acknowledge that any false statement made in, or in connection with, this Affidavit will render the Contractor ineligible to be awarded a contract on the Project and may result in termination of any contract awarded to the Contractor on the Project.

Authorized Signature of Owner or Officer: 	Printed Name: Richard T. Gannon
Title: Vice President	Date: 1/10/2019
Contractor Legal Name: Peterson Bros Roofing & Construction Inc	

Subscribed and sworn to before me this 10th day of January, 2019.

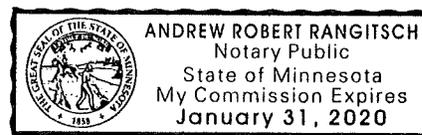
Notary Public 

(STAMP)

State of MN

County of Ramsey

My commission expires: January 31, 2020



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
Peterson Bros Roofing and Construction Inc

481 Burgess Street St Paul, MN 55117 (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
Princeton ISD 477

706 1st Street Princeton, MN 55371 (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

Princeton High School 2019 Roof Replacement Project

(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.

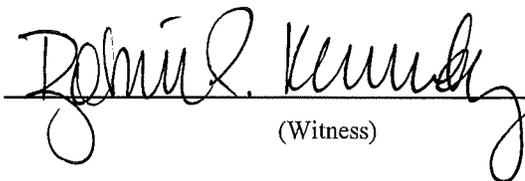
Signed and Sealed this **10th** day of **January** **2019**



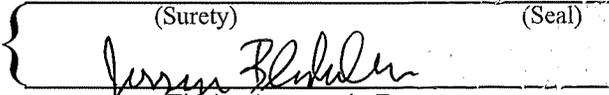
(Witness)

Peterson Bros Roofing and Construction Inc
(Principal) (Seal)

(Title) *Vice President*



(Witness)

SELECTIVE INSURANCE COMPANY OF AMERICA
(Surety) (Seal)

(Title) Attorney-in-Fact
Jessica Bladholm

“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.”

Surety Bond continued

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, before me, a Notary Public within and for said county, personally appeared (print name) _____ to me known to be the person described in and who executed the foregoing instrument, as Principal, and acknowledged to me that the execution of this instrument was a voluntary act and deed.

(NOTARIAL SEAL or STAMP) Notary Public, _____ County, _____
My Commission Expires _____

ACKNOWLEDGEMENT OF PARTNERSHIP

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, before me, a Notary Public within and for said county, personally appeared (print name) _____ to me known to be a partner in the partnership whose name is subscribed on this bond form, who acknowledged to me that this bond was executed on behalf of the partnership for the purposes therein contained

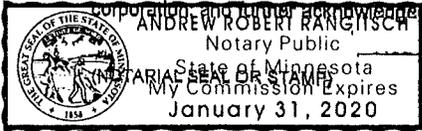
(NOTARIAL SEAL or STAMP) Notary Public, _____ County, _____
My Commission Expires _____

CORPORATE ACKNOWLEDGMENT

STATE OF Minnesota)
COUNTY OF Ramsey)

On this 9th day of January, 2019, before me, a Notary Public within and for said county, personally appeared (print name) Peterson Bros Roofing and Construction Inc, who being first duly sworn, says that he is the

_____ of _____, Principal herein and executed the foregoing instrument for and in its behalf, by authority of its Board of Directors; that the seal affixed to the foregoing instrument is the corporate seal of said corporation and the execution thereof to be the voluntary act and deed of said corporation.



Andrew Robert Ransitsch
Notary Public, Ramsey County, Ramsey
My Commission Expires January 31, 2020

SURETY ACKNOWLEDGMENT MUST BE FILLED OUT COMPLETELY

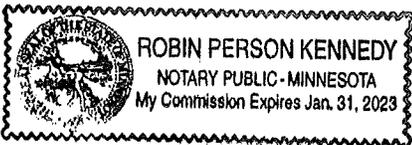
STATE OF Minnesota)
COUNTY OF Hennepin)

On this 9th day of January, 2019, before me, a Notary Public within and for said county, personally appeared (print name) Jessica Bladholm, who being first duly sworn, says that he is the

Attorney-in-fact of Selective Insurance Company of America Surety herein, a corporation duly organized and existing under laws of the State of New Jersey, and executed the foregoing instrument for and in its behalf, by authority of its Board of Directors; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and further acknowledged said instrument and the execution thereof to be the voluntary act and deed of said corporation.

(NOTARIAL SEAL OR STAMP)

John P. Kennedy
Notary Public, Hennepin County, Hennepin
My Commission Expires 11/31/2025



ATTACHMENT A

FIRST-TIER SUBCONTRACTORS LIST

SUBMIT PRIOR TO EXECUTION OF A CONSTRUCTION CONTRACT

PROJECT TITLE: Princeton High School Re-Roof

Minn. Stat. §16C.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. Prior to execution of a construction contract and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to the execution of a construction contract with each subcontractor.

First-Tier Subcontractor Names (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located
Exterior Maintenance	Forest Lake, MN
McDowel Comfort Management	St. Cloud, MN

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

All first-tier subcontractors listed on Attachment A 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. §16C.285

Authorized Signature of Owner or Officer:

Printed Name:



_____**Kenneth Berwald**_____

Title: Vice-President

Date: 1/29/2018

Company Name: Berwald Roofing Co., Inc.



TO: Ben Barton, *Superintendent*
CC:
FROM: Barb Muckenhirn, *High School Principal*
RE: Registration Guide Update for 2019-2020
DATE: Jan. 7, 2019

SENT ELECTRONICALLY

The purpose of this memo is to summarize the significant changes in the 2019-2020 Registration Guide for the School Board’s review at Jan. 15, 2019 work session. Not included are revisions of items for clarification purposes, changes in formatting, or minor clerical corrections and adjustments.

I. SUMMARY OF SIGNIFICANT CHANGES

A. New Courses

1. Advanced Landscaping/Horticulture
2. AP (Advanced Placement) Computer Science
3. Introduction to Guitar
4. Officiating, Sport and Coaching
5. AP (Advanced Placement) Statistics
6. Introduction to Cultural Anthropology
7. Broadcast Journalism

B. Credit Requirement Adjustment

1. Reduce elective credit requirements from 30 to 27

C. Additional Changes

1. See Item IV at end of memo

II. NEW COURSES

A. Advanced Landscaping/Horticulture

1. Agriculture Education department elective
2. 1 trimester

Core Values



807 8th Ave S
Princeton, MN 55371
763-389-4101
763-389-5816
isd477.org

3. Open to grade 11, 12
4. Prerequisite: Advanced Floral Horticulture OR Landscaping Horticulture
5. Rationale:
 - a) Student interest
 - b) Adds to horticulture/landscaping pathway
 - c) Provides upper level/rigorous option
 - d) Provides additional electives for grades 10-12
6. Impact:
 - a) Cost of materials for additional elective
7. Description: Is design your passion? Would you like to have a career in landscaping, horticulture or floral design? This course will focus on design and expanding your knowledge in these areas. Hands-on assignments and assessments will be tailored to fit the students interests. This will be an advanced course and students will be expected to put in time out of the classroom. Course fees may apply.

B. AP (Advanced Placement) Computer Science

1. Math department elective
2. 2 trimesters
3. Open to grades 11-12
4. Prerequisite: Advanced Algebra
5. Rationale:
 - a) Adds to Math Analysis options and pathway
 - b) Student interest
 - c) Provides upper level/rigorous option
 - d) Provides additional electives for grades 10-12
6. Impact:
 - a) Cost of materials and software needs
 - b) Cost and time of training and curriculum development
7. Description: AP Computer Science introduces students to computer science with fundamental topics that relate to problem solving, data organization, data analysis, and the ethical and social implications of computing. The course covers the fundamentals of java, data types, program control, object oriented programming, arrays, recursion and more.

C. Introduction to Guitar

1. Music department elective
2. 1 trimester
3. Open to grades 10-12
4. Will meet art standard requirement
5. Prerequisite: none
6. Rationale:
 - a) Student Interest
 - b) Provides additional electives for grades 10-12
7. Impact:
 - a) Cost of instruments
 - b) Individual lesson time will be shifted to allow instruction

- c) Advanced Guitar to be added in 20-21
- 8. Description: Students in grades 10-12 will study and apply guitar fundamentals and techniques in areas including note reading, chord structures and progressions, fingering technique, and musical genre style. Enrollment is for one trimester and no prerequisites are required. This course earns one art credit. Guitars are provided by the school but lesson books are purchased by each student.

D. Officiating, Sport and Coaching

- 1. PE/Health department elective
- 2. 1 trimester
- 3. Open to grades 10-12
- 4. Prerequisite: PE 9
- 5. Rationale:
 - a) Student Interest
 - b) Provides additional electives for grades 10-12
 - c) Adds to Human Services > Education & Training pathway
 - d) Provides opportunity for officiating certification for students
- 6. Impact:
 - a) Cost of certifications/assessment
- 7. Description: This course is designed to certify students as officials in multiple sports. Certifications may include but not be limited to basketball, softball, baseball, football. The curriculum is delivered in a blended format, meaning some of the learning is completed online with instructor assistance. There is a \$15 fee for students for the certification.

E. AP (Advanced Placement) Statistics

- 1. Math department elective
- 2. 2 trimesters
- 3. Open to grades 11-12
- 4. Prerequisite: Advanced Algebra C
- 5. Rationale:
 - a) Replaces CIS Basic and Applied Statistics (Lack of sufficient registration/lack of UofM qualified instructor)
 - b) Adds to Math Analysis options and pathway
 - c) Provides upper level/rigorous option
 - d) Provides additional electives for grades 10-12
- 6. Impact:
 - a) Cost and time of training and curriculum development\
 - b) Possible curricular costs
- 7. Description: This course introduces students to the major concepts and tools for collecting, analyzing, and drawing conclusions from data. Topics covered include univariate and bivariate data conducting and interpreting surveys and experiments, random processes and probability, the normal distribution, and sampling.

F. Introduction to Cultural Anthropology

- 1. Social Studies department elective
- 2. 1 trimester

3. Open to grades 11-12
4. Prerequisite: none
5. Rationale: Provide additional elective for grades 10-12
6. Impact:
 - a) Cost of curriculum
 - b) Curriculum development time
7. Description: Introduction to Cultural Anthropology is the study of human beings and the development of culture. This course will introduce the five main branches of Anthropology; physical, cultural, linguistic, social, and archaeological, while focusing on the cultural aspect of human activity. Students will apply this knowledge to studying cultures from around the world.

G. Broadcast Journalism

1. Business department elective
2. 1 trimester
3. Open to grades 11-12
4. Prerequisite: none
5. Rationale:
 - a) Student interest
 - b) Provide additional electives for grades 10 - 12
 - c) Provide school-wide/community communication
6. Impact:
 - a) Cost of curriculum development
 - b) Possible software and equipment
7. Description: A medium and broadcasting class designed to provide students with a background in mass media communications, this class will utilize several skills such as; writing, videography, and public-speaking. Students will engage in gathering relevant and interesting school information and then utilizing editing software to present said information in a variety of different ways.

III. CREDIT REQUIREMENT ADJUSTMENT

A. Adjustment Recommendation

1. Reduce elective credit requirements from 30 to 27, increasing open spots from 4 to 7.
 - a) It will be possible for some students to graduate early

B. Concerns and Rationale for Recommendation:

1. Students are limited to 4 class periods during their 4 high school years that are “open”. “Open” is defined as an opportunity to take a study hall or retake a failed course. This has increased the number of students needing to take a credit recovery course. Students engaged in the most rigorous courses are experiencing increased stress with all six hours of class in most trimesters.
2. There is an increase in failure rates in lower grades as the number of credits coupled with the elimination of open options and support programs has decreased. This is expected to decrease the on-time graduation rate.

3. Elimination of early graduation option is expected to result in some students dropping out and thereby decreasing the graduation rate.
4. Student and teacher feedback indicates increase in stress level of students as they work to obtain all credits.
5. Additional supporting information provided in Graduation Requirements Memo to Ben Barton Dec. 13, 2018

IV. ADDITIONAL DELETIONS AND SIGNIFICANT COURSE CHANGES

A. Business

1. Rename Exploring Business to Introduction to Entrepreneurship
2. Add Introduction to Entrepreneurship as prerequisite for Entrepreneurship
3. Rename Technology Integration and Computer Applications with 21st Century Skills 1 & 2
4. Drop Personal Finance B
5. Drop Personal Law

B. English

1. Redesign Yearbook Publications 1 & 2 to meet same standards as English 12 A & B

C. Health/PE

1. Rename Weight Training & Advanced Weight Training to Strength and Conditioning and make as one course with various levels within

D. Mathematics

1. CIS (College in the Schools) Basic & Applied Statistics
 - a) see **above** - replaced with AP Statistics
 - b) Drop Digital Electronics
 - c) cost prohibitive - replace with AP Computer Science

E. Social Studies

1. Shifting course sequencing so that Geography is in grade 9 and World Studies is in grade 11. They are the opposite currently.
 - a) Improves alignment to standards and places content and rigor at more appropriate grade level
 - b) More logical sequencing to content and student readiness
 - c) This is a shift in approximately 8 sections for 2 years

F. World Language

1. Drop German III A/B
 - a) Step 3 of planned program phase-out

PERMANENT EASEMENT

This agreement is made between Independent School District \$477, a municipal corporation, GRANTORS and the City of Princeton, a municipal corporation under the laws of the State of Minnesota, GRANTEE which is effective as of the _____ day of _____, 2018.

PERMANENT EASEMENT

The Grantor(s) hereby convey to the Grantee a perpetual and assignable easement interest and right of way in, over and across the following described land for the location, construction, operation, maintenance, alteration and replacement of trail and appurtenances thereto; and other vegetation, structure or obstacles within the limits of the right of way as well as the right to lay, construct, repair, maintain, operate, renew and replace trail improvements, sanitary sewer and storm drain collections systems, water distribution systems, public utilities (including but not limited to electric power lines, cable lines, telephone lines, natural gas lines and optic fiber lines) and appurtenances. The Grantee shall also have the right within the permanent easement to create, maintain, repair or alter within the right of way pedestrian walkways, bike pathways, recreational trails and other alternative modes of transportation, including but not limited to personal transportation devices. The Grantor(s) recognizes that the Grantee may also use for the purpose of weed control the application of chemicals.

The legal description of this permanent easement is:

See EXHIBIT A

This easement granted to the City of Princeton is subject however to a right of the Grantor(s) to cross over the easement to the existing residence, field, or commercial operation. The Grantor(s) acknowledge that if the use of the property that is being accessed is modified for use, for example, changing from a residential to commercial use or farm field to a residential development will require a permit from the Princeton City Public Works Department and such access modification shall not be guaranteed due to safety considerations.

Further, this easement is subject to the existing easements on record as of the date of filing of this Agreement with the Sherburne County Recorder/Registrar for public roads and highways, public utilities, railroads and pipelines.

This grant of permanent easement shall run with the land and shall be binding on and shall inure to the benefit of the City of Princeton and any successors in title of the Grantor(s), their assigns or heirs.

The Grantor(s) understand that the preservation of the clear zone and the lack of obstruction on the easement are critical for the traveling public and the maintenance of the easement by the public entity. Therefore, the Grantor(s) understand that the placement of any obstruction, temporary or permanent in nature is not allowed

in the easement. Any obstruction shall be removed immediately by the Grantor(s), its assigns or successors in title. Failure to remove the same shall require removal at the option of the Grantee and the Grantor(s) shall pay the actual cost of such removal.

It is agreed that the conveyance of this easement shall be governed by the laws of the State of Minnesota.

Immediately following the completion of the construction, the Grantee will cause to be removed from the temporary or permanent easement all debris, surplus materials and construction equipment and leave such property in a neat and presentable condition. This may include the necessity to re-establish grass in the road ditch. All surplus excavated earth shall be contoured into the area or removed. The Grantee shall restore the area to smooth contours.

STATE OF MINNESOTA

CITY OF _____

} ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2018,

by _____ as _____ and _____ as

_____ of Coborn's, Incorporated, a Minnesota corporation, Grantors.

NOTORIAL STAMP OR SEAL (OR OTHER TITLE OR BANK)

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

THIS INSTRUMENT WAS DRAFTED BY:
SHERBURNE COUNTY CITY PUBLIC WORKS DEPT.
425 JACKSON AVENUE
ELK RIVER, MN 55330

EXHIBIT A

That part of the following described parcel of land in the City of Princeton:

Lot 2, Block 1, Coborn's Addition, according to the plat thereof on file and of record in the office of the County Recorder, Sherburne County, Minnesota.

Description of Permanent Trail Easement

A permanent easement for trail purposes over, under, and across that part of the above described property which lies within the following described tract:

Commencing at the southwest corner of said Lot 2, thence on an assumed bearing of North 00 degrees 34 minutes 23 seconds West, along the west line of said Lot 2, a distance of 352.69 feet; thence North 35 degrees 09 minutes 18 seconds East, along the northwesterly line of said Lot 2, a distance of 90.03 feet to the point of beginning of the tract to be described; thence continuing North 35 degrees 09 minutes 18 seconds East, along the northwesterly line of said Lot 2, a distance of 33.54 feet; thence southwesterly a distance of 23.16 feet along a non-tangential curve concave to the southeast having a radius of 104.00 feet, a central angle of 15 degrees 19 minutes 31 seconds, and a chord which bears South 15 degrees 19 minutes 31 seconds East a distance of 23.11 feet; thence southwesterly a distance of 55.12 feet along a reverse curve concave to the northwest having a radius of 116.00 feet and a central angle of 27 degrees 13 minutes 23 seconds; thence South 55 degrees 19 minutes 17 seconds East, not tangent to the last described curve, a distance of 1.04 feet; thence South 34 degrees 40 minutes 43 seconds West a distance of 16.00 feet; thence North 55 degrees 19 minutes 17 seconds West a distance of 13.00 feet; thence North 34 degrees 40 minutes 43 seconds East a distance of 19.02 feet; thence northeasterly a distance of 39.58 feet along a tangential curve concave to the northwest having a radius of 104.00 feet and a central angle of 21 degrees 48 minutes 13 seconds to the point of beginning, and there terminating.

Temporary Construction Easement

City of Princeton Trail Connection

On this _____ day of _____, 2018.

FOR VALUABLE CONSIDERATION, Independent School District #477, a municipal corporation, Grantor(s), hereby grant to the City of Princeton, Grantee, a municipal corporation under the laws of the State of Minnesota, a temporary easement over and across real property in Sherburne County, described as follows:

See EXHIBIT A

Said temporary construction easement shall be in effect from January 1, 2019 to December 31, 2020.

GRANTOR(S) HEREBY AGREE to allow the grantee to alter the existing grade in the above described easement area to the extent necessary to properly grade the reconstruction project.

GRANTEE HEREBY AGREES that the easement area shall be restored to its original condition as nearly as possible except for trees, shrubs and gardens. Sod, topsoil, fences, mailboxes, and driveways will be restored.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands the day and year first above written.

STATE OF MINNESOTA }
COUNTY OF _____ } ss. _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018,
by _____ as _____ and _____
as _____ of Independent School District #477, a municipal corporation, Grantors.

NOTORIAL STAMP OR SEAL (OR OTHER TITLE OR BANK)

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

THIS INSTRUMENT WAS DRAFTED BY:
SHERBURNE COUNTY PUBLIC WORKS DEPT.
425 JACKSON AVENUE
ELK RIVER, MN 55330

Smith System Road Realignment

Possible field location
(360-ft x 160-ft)

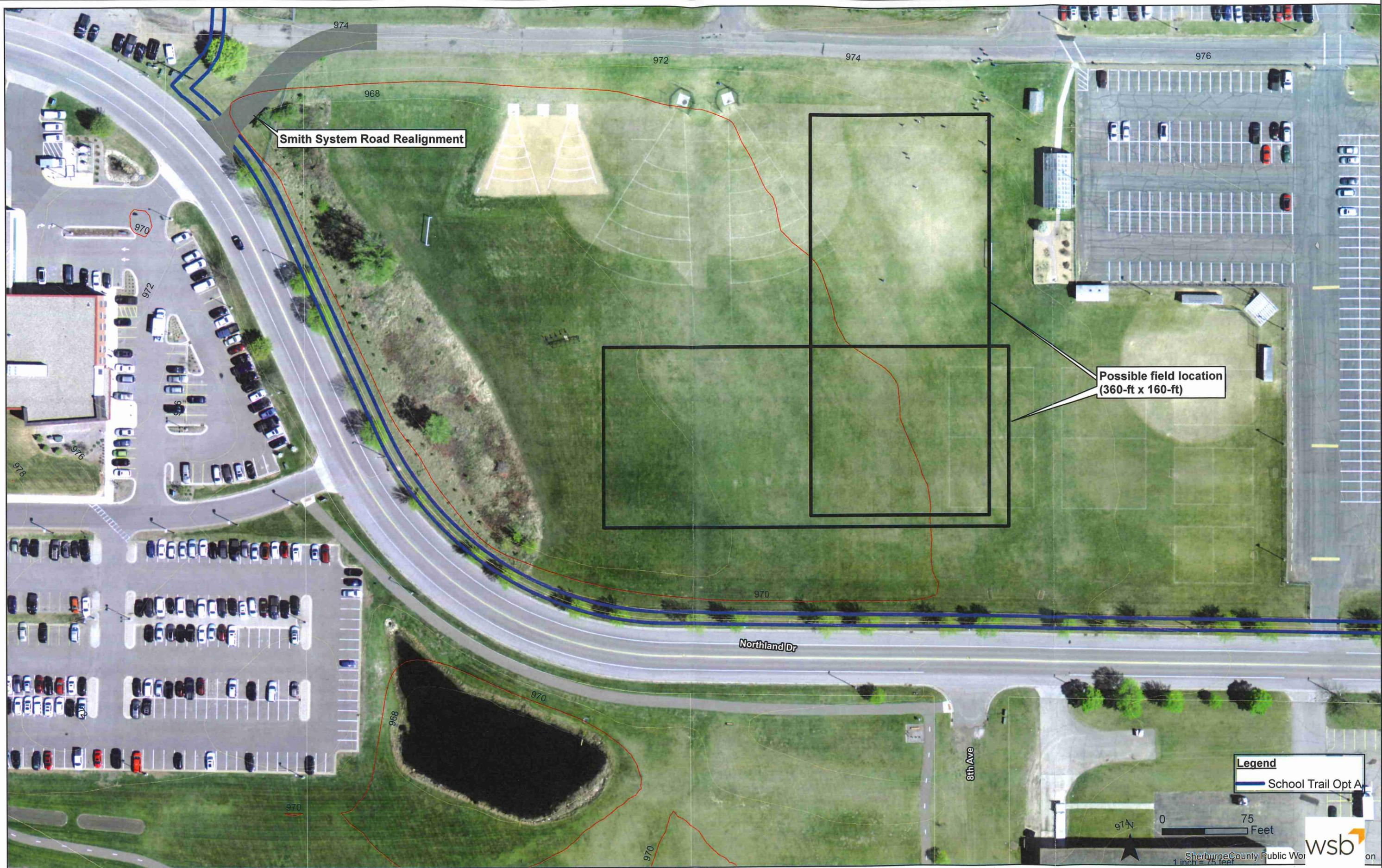
Legend
School Trail Opt A

0 75 Feet



Sherburne County Public Works

175



Smith System Road Realignment

Potential trail impact area to meet 5% min grade

Possible field location (360-ft x 160-ft)

Legend
School Trail Option B

0 75 Feet
1 inch = 75 feet
Shelby County Public Works

wsb

176

