

Regular Meeting
Monday, October 10, 2022 6:30 PM

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

Agenda

1. PROCEDURAL ITEMS
 - 1.A. Call to Order
 - 1.B. Pledge of Allegiance
 - 1.C. Agenda
 - 1.D. Recognition of Visitors and Public Forum
 - 1.E. Presentation
2. REPORTS
 - 2.A. Student Report
 - 2.B. Superintendent's Report
 - 2.C. Committee Reports
 - 2.D. Board & Administrator
3. SUMMARY OF CLOSED SESSION FROM SEPTEMBER 12, 2022 REGULAR SCHOOL BOARD MEETING
4. CONSENT AGENDA
 - 4.A. Minutes
 - 4.B. Financial Report
 - 4.C. Disbursements
 - 4.D. Personnel
5. Communications Plan
6. GIFTS
7. SECOND READINGS
8. GENERAL FUND TRANSFER
9. AWARD BIDS: INTERMEDIATE SCHOOL ADDITIONS & RENOVATIONS
10. ADJOURN



Becker Secondary

October 10, 2022 School Board Meeting



District Mission Statement

- *“Developing self directed learners to thrive in a changing global community.”*
- “Discipline” vs. “Punishment”



School Data from 2021-22

- Tracking method
- Top occurrences from 2021-22
 - Tardies
 - Tobacco-E-cigs
 - Leaving school grounds
 - Bus incidents
- What do you not see?
- Impact on data



School Data for 2021-22

- Minnesota Student Survey
 - Administered every 3 years to grades 5, 8, 9, and 11
 - @ 75% of our student body at the HS
 - Comparison data available in December
- Takeaways
 - Self vs. others
 - Percentage of students vaping
 - Number of discipline actions
 - Physical behavior



Data Driven Action Steps for 2022-23

- **Academic Integrity**
 - Defined by department during workshop and each teacher address the 1st week of school
 - Reporting of violations within Skyward
 - NHS produced video
- **Attendance**
 - Sharing and enforcement of activities eligibility policy
 - Parent communication each trimester on expectations
- **Tobacco/Vaping**
 - Piloting vaping detector
- **Policy Adjustment** - In adherence to state statutes, district policies, and BHS needs
 - Empowering staff members on cell phones within their classroom - cell phones vs. iPads
 - Students leaving the building
 - Policies apply to all areas connected with the school
- **Policy Awareness**
 - Staff - data analysis and policy reminders
 - Student - advisory and all student presentation

Next up... MIDDLE SCHOOL

Academic Integrity

- Handbook Expectations
- Student Accountability

Attendance

- Increased parent communication
- Attendance Audits/Reviews

Tobacco/Vaping

- Piloting Vaping Detectors

Policy Adjustment & Awareness:

Updated School-Wide Matrices



MIDDLE SCHOOL

Grades: 6 - 7 - 8

Ages: 11 ,12, 13, 14, 15

Wide range and variation of physical, emotional, and social maturity.

- **Cognitive Milestones**

- Start to understand abstract concepts (power, influence)
- Question things and don't take everything at face value
- Memorize information more easily
- Use flexible thinking
- Begin developing world views, life roles, self-reflection
- Understand communication better (with and without words)
- Pay more attention to body language, tone of voice, nonverbal cues
- Increase in vocabulary (metaphors, slang, text speak)

MIDDLE SCHOOL

Middle Schoolers develop at different rates

- **Social & Emotional Milestones**
 - Peer pressure to be like others
 - Sensitivity to others' opinions and reactions
 - Developing sensitivity to appearance
 - Develop a sense of pride in accomplishments
 - Keep secrets
 - Desire to assert individuality
 - More introspective and moody, need for privacy increased
 - Developing self-identity and personality.
 - Drama
- **Physical Milestones**
 - Rapid physical growth creating potential awkwardness
 - High levels of appetite & activity = tire easily
 - Experience puberty



Purpose: Becker Middle School PBIS team is composed of middle school faculty members representing each department and grade level. The primary function of the PBIS Team is to use data to coordinate and facilitate communication with staff and students throughout the building that focuses on creating

1. Positive Climate
2. Inclusive Culture
3. Clear Expectations
4. Behavior Education



BECKER MIDDLE SCHOOL

SCHOOL WIDE

CLASSROOM • MEDIA CENTER • CAFETERIA •
HALLWAY/ POD • TECHNOLOGY • BUS • BATHROOM

RESPECT



Treat others the same way you want to be treated
Agree to Disagree, but not to disrespect
Use appropriate language, tone, and volume
Maintain personal space and be considerate of personal property

RESPONSIBILITY



This is your school – keep it beautiful
Follow directions quickly
Take actions to correct your mistakes
Be prepared to learn everyday = Attitude + Actions

RELATIONSHIPS



Promote positive relationships
Be collaborative - Be cooperative
THINK - Is it...True - Helpful - Inspiring - Necessary - Kind ?
Make someone's day better

BECKER MIDDLE SCHOOL BATHROOMS

RESPECT	☒ Use appropriate language, tone, and volume ☒ Maintain personal space and be considerate of personal property ☒ Use bathroom facilities as they are meant to be used ☒ Clean up after yourself
RESPONSIBILITY	☒ This is your school - keep it beautiful ☒ Take pride in our shared spaces ☒ Use your time wisely ☒ Report concerns to a teacher or administrator
RELATIONSHIPS	☒ Respect the privacy of others ☒ Treat others the same way you want to be treated

BECKER MIDDLE SCHOOL BUS

HAVING THE BUS IS A PRIVILEGE, NOT A RIGHT

RESPECT	☒ Treat others the same way you want to be treated ☒ Use appropriate language, tone, and volume ☒ Listen to the directions of your driver ☒ Follow ALL bus rules and expectations
RESPONSIBILITY	☒ Stay seated, facing forward, and out of the aisle ☒ Stay seated until the bus is stopped, THEN exit the bus ☒ Scan your iPass when entering and exiting the bus ☒ Consider your behavior and ask yourself, "Is this Safe?"
RELATIONSHIPS	☒ Promote positive conversations ☒ Invite others to sit with you ☒ Show appreciation to your bus driver ☒ Be a positive role model for other students

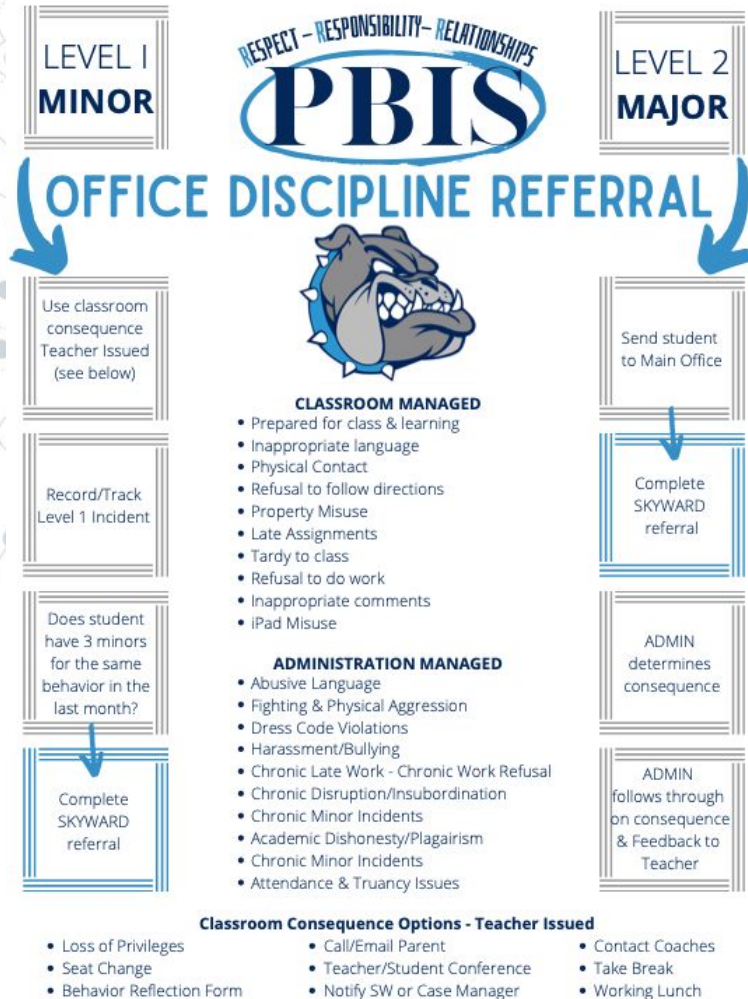
BECKER MIDDLE SCHOOL CAFETERIA

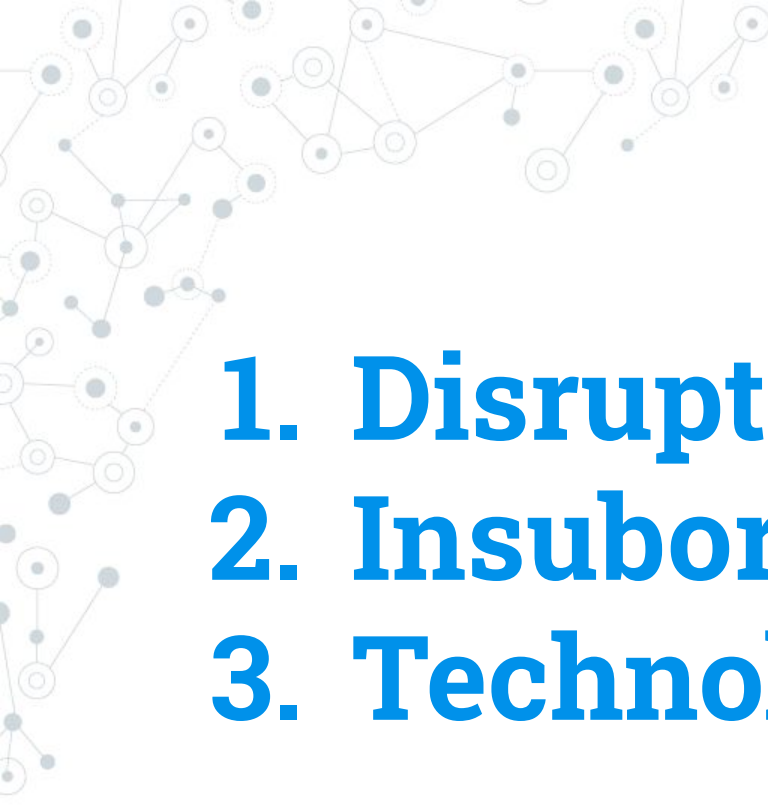
RESPECT	☒ Treat others the same way you want to be treated ☒ Taste what you order, not what you take ☒ Use appropriate language, tone, and volume ☒ Maintain personal space and be considerate of personal property
RESPONSIBILITY	☒ This is your school - keep it beautiful ☒ Throw away all garbage and return trays/dishware ☒ Food stays in cafeteria ☒ Leave no food/drink messes in your locker ☒ Make sure your space is clean before you exit the cafeteria
RELATIONSHIPS	☒ Promote positive relationships ☒ Invite others to join your table ☒ Make someone's day better ☒ Always use good manners

BECKER MIDDLE SCHOOL HALLWAYS & PODS

RESPECT	☒ Use appropriate language, tone, and volume ☒ Treat others the same way you want to be treated ☒ Walk with purpose and awareness of others in the building ☒ Keep combinations private and use only your locker
RESPONSIBILITY	☒ Keep lockers, pods, hallways clean and clear ☒ Take pride in our school - keep it clean & beautiful ☒ Use passing time efficiently and purposefully ☒ Keep personal items in lockers before, during, and after school
RELATIONSHIPS	☒ Show consideration for those that might need help ☒ Make someone's day better by promoting positive kindness ☒ Be collaborative - be cooperative ☒ Show respect for personal privacy

Flowchart

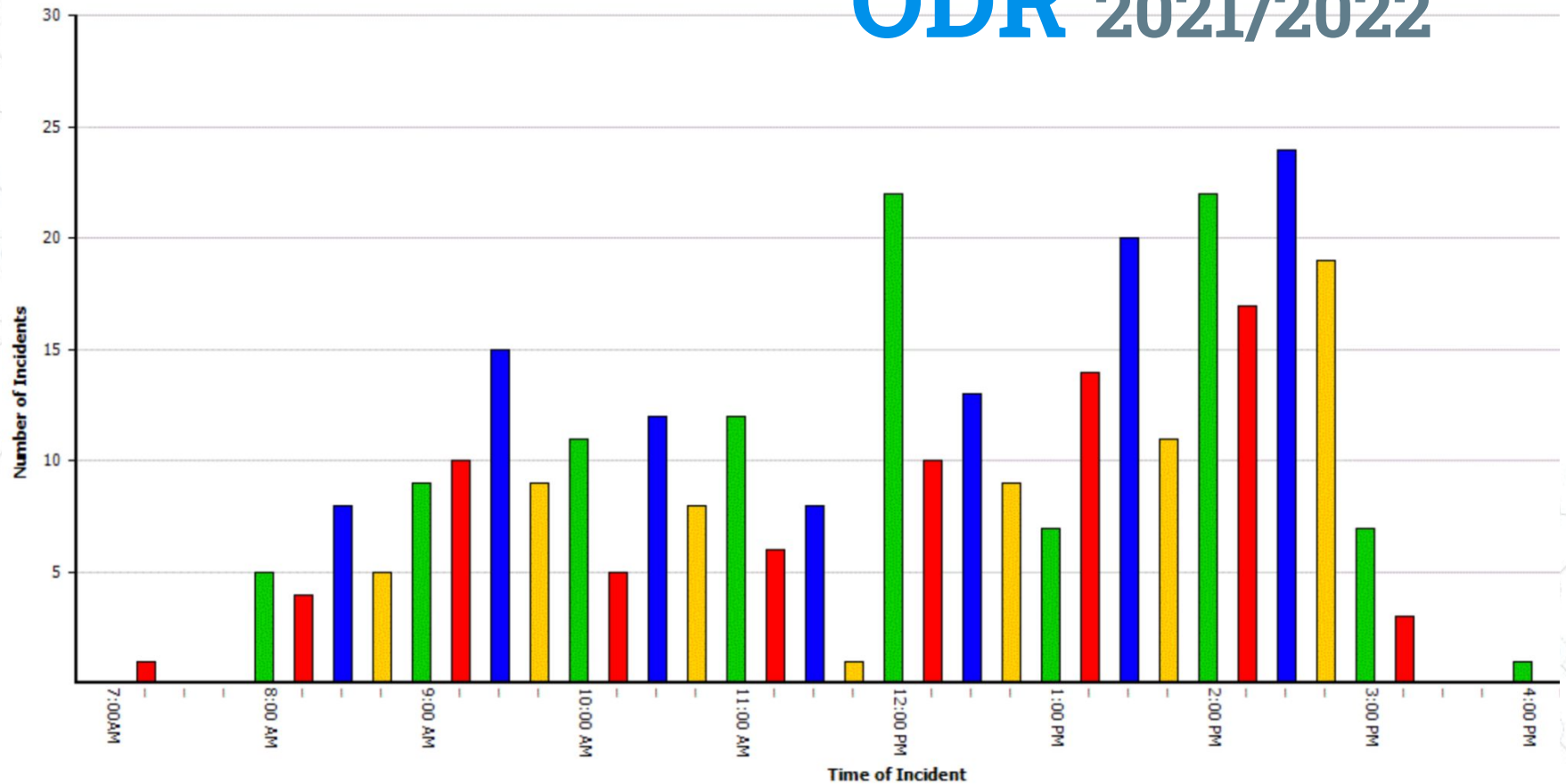




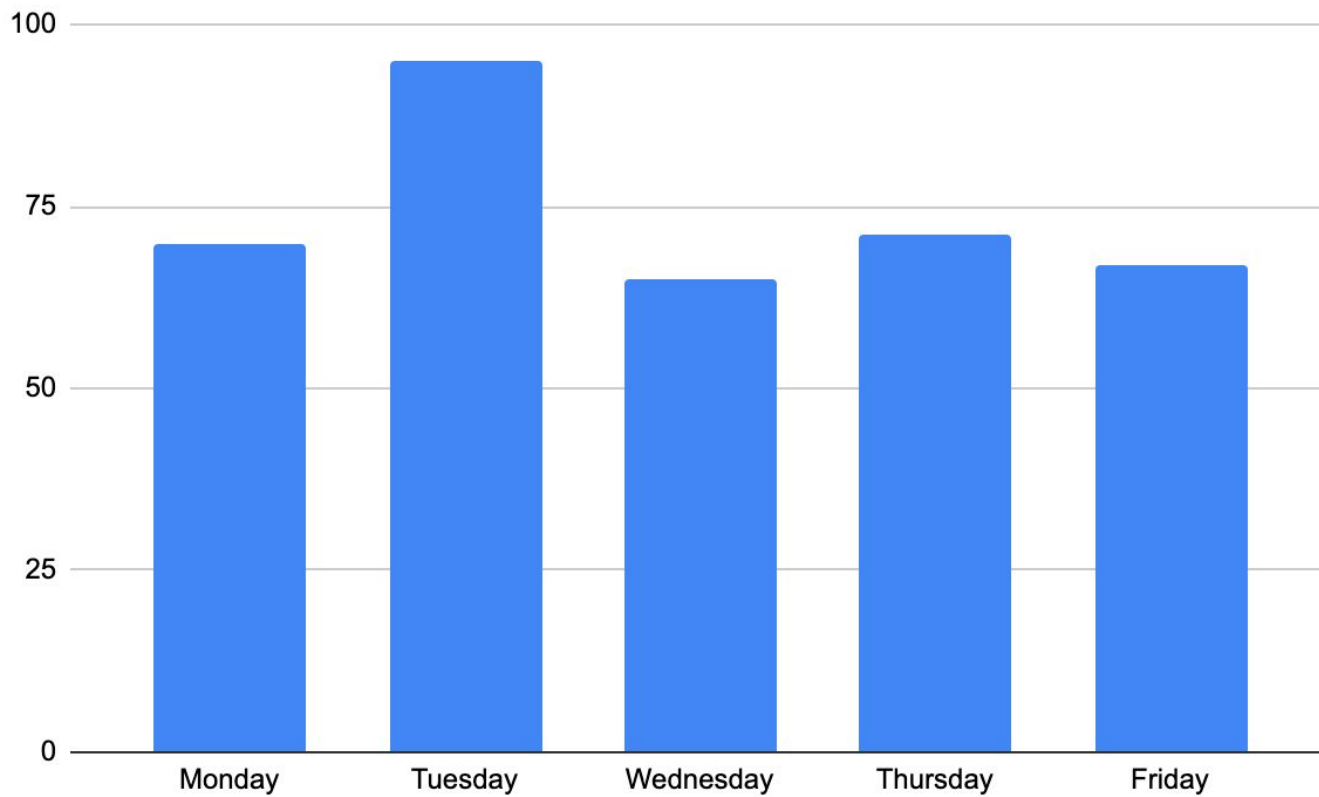
TOP 3 ODR 2021/2022

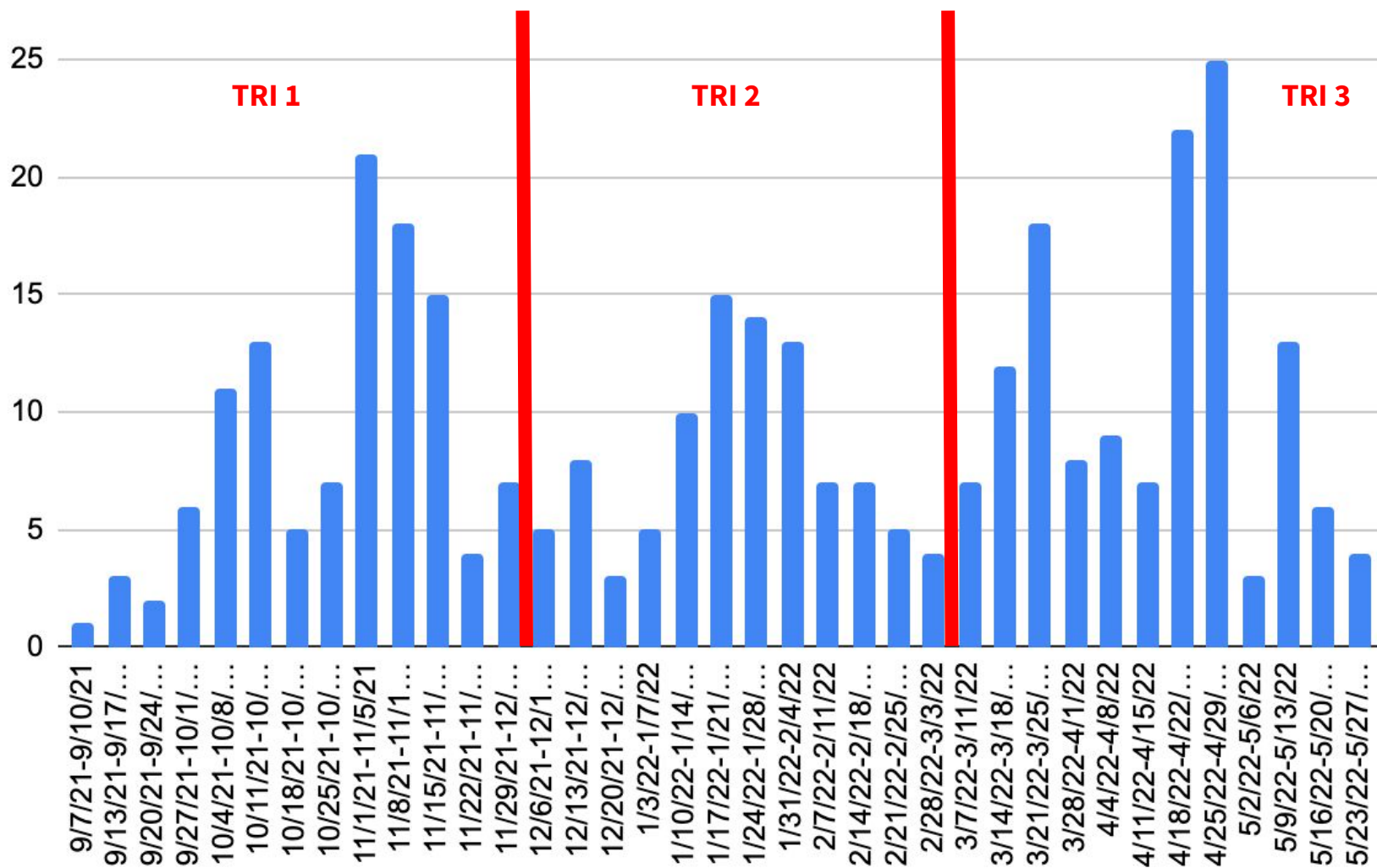
- 1. Disruptive**
- 2. Insubordination**
- 3. Technology Violation**

ODR 2021/2022



ODR 2021/2022





POSITIVE STUDENT RECOGNITION



Bulldog Pride Cards

Messages sent home to individual student's families highlighting positive behaviors, improvements, character development, demonstrating leadership: can include phone calls from administration.



Transportation Building

Week Ending Oct 7th, 2022

- Storm sewer installation continues
- Area B foundation walls
- Submittal/Reviews-ongoing
- Site Grading continues

Footings and Foundation wall work



Foundation walls being poured



Week Ending Oct 14th, 2022

- Foundation wall forming and pouring continues
- Sitework continues
- Submittal/Reviews-ongoing
- 2nd Well drilled

Chair Swanson called the special meeting of the School Board of District #726 to order on the 23rd day of August, 2022 at 6:30 p.m. in the Teaching & Learning Center.

Roll Call.

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

Members absent: None

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

Motion by Ryan Obermoller, seconded by Troy Berning, to ***Enter Into a Closed Session to Discuss with Legal Counsel Pending Litigation Regarding the School District's Communication Plan Approved on May 2, 2022.*** Motion carried unanimously.

Motion by Ryan Obermoller, seconded by Troy Berning, to ***Adopt a Plan Discussed in the Closed Session and Rescind the Communications Plan that was adopted on May 2, 2022.*** Motion carried unanimously.

The meeting was **adjourned** at 7:18 p.m.

Mark Swanson, Chair

Ryan Obermoller, Clerk

Recorder: Angela Oswald

Chair Swanson called the regular meeting of the School Board of District #726 to order on the 12th day of September, 2022 at 6:30 p.m. in the Teaching & Learning Center.

Roll Call.

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

Members absent: None

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

CITIZEN COMMENTS (refer to recording for full comments)

Ryan Obermoller, representing *Dylan's Hope*, presented the board with a check in the amount of \$15,000.

REPORTS: Student Representatives, Superintendent Schmidt, Treasurer Jurek (MultiUnit Negotiations / Contract)

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

CONSENT AGENDA

MINUTES FROM THE AUGUST 1, 2022 REGULAR SESSION

FINANCIAL REPORT

EXPENDITURES

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

DISBURSEMENTS – in the amount of \$2,979,695.17

PERSONNEL

Name	Status	Job Title	Location	Hrs Per Day/FTE	Group	Replacing	Effective	Wage
Aaseby, Sarah	Resignation	Admin. Asst./Paraprofessional	HS	3 Hours (Admin. Asst.)/3.5 Hours Paraprofessional	Multi Unit	n/a	8/22/2022	n/a
Ahsenmacher, Laurel	Resignation	Asst. Cook	PS	6.75 Hours Per Day	Multi Unit	n/a	08/15/22	n/a
Anderson, Hannah	Resignation	Freeplay Supervisor	PS	3.25 Hours Per Day	Multi Unit	n/a	8/24/22	n/a
Anderson, Suzie	Change in Assignment	Lunchroom Supervisor	IS	3.5 Hours Per Day	Multi Unit	S. Stang	09/06/22	Use Current Wage

Berndt, Chelsea	New	Camp Opportunity Lead	Camp Opportunity	8 Hours Per Day	Community Education	n/a	8/11/2022	\$16.03 Per Hour
Crowley, Jon	New	Boys Soccer Coach	MS	Seasonal	BEA - Schedule C	S. Borst	8/29/2022	\$2,285 Per Season
Diemert, Maddie	New	Paraprofessional	MS	7 Hours Per Day	Multi Unit	T. Frandsen	8/29/22	\$17.34 Per Hour
Drury, Jacob	Resignation	Camp Opportunity Staff	Camp Opportunity	Varied	Community Education	n/a	3/4/2022	n/a
Dvorak, Anna	New	Paraprofessional	HS	7 Hours Per Day	Multi Unit	S. Aaseby	8/29/22	\$17.34 Per Hour
Engelhaupt, Barbie	Resignation	Health Assistant	IS	7 Hours Per Day	Multi Unit	n/a	08/08/22	n/a
Fischbach, Crystal	New	Food Service Worker	MS	2.5 Hours Per Day	Non Union	n/a	9/7/22	\$15.00 Per Hour
Fischbach, John	New	AM/PM Bus Driver	Bus Garage	3.5 Hours Per Day	Transportation	D. Schmidt	9/6/22	\$38.81 Per Route
Fitzgerald, Milli	Resignation	Art Specialist	PS	.25 FTE	BEA	n/a	8/9/2022	n/a
Garland, Lisa	New	Paraprofessional	PS	6.75 Hours Per Day	Multi Unit	K. Imholte	9/6/2022	\$17.34 Per Hour
Gohman, Dan	New	7th Grade Football Coach	MS	Seasonal	BEA - Schedule C	J. Hendricks	8/29/2022	\$2,285 Per Season
Gordon, Marissa	New	Art Specialist / Academic Interventionist	PS	1 FTE	BEA	M. Fitzgerald	08/30/2022	BA15 / Step 7: \$52,879
Handel, Toni	Increase in Hours	Camp Opportunity Lead	Camp Opportunity	40 (was 16)	Community Education	n/a	09/19/22	Use Current Wage
Handeland, Kim	Additional Hours (was 7, now 7.5)	Media Asst.	MS	Add 1/2 Hour Per Day	Multi Unit	n/a	08/12/22	Use Current Wage
Hanson, Logan	New	Special Education (EBD) Teacher	Intermediate School	1 FTE	BEA	R. Kasper	08/29/22	BA45 / Step 1: \$46,200

Henderson, ReNita	New	Volleyball Coach	MS	Seasonal	BEA - Schedule C	K. Holt	08/29/22	\$2,285 Per Season
Johnson, Jaya	Resignation	Health Assistant	MS	7 Hours Per Day	Multi Unit	n/a	8/22/22	n/a
Kantor, Camille	New	Asst. Girls Cross Country Coach	HS	Seasonal	BEA - Schedule C	C. Doucette	8/15/2022	\$2,645 Per Season
Kasper, Rachel	Resignation	Special Education Teacher	IS	1 FTE	BEA	n/a	7/25/22	n/a
Klatt, Jaime	New	Food Service Worker	HS	2.5 Hours Per Day	Non Union	n/a	09/07/22	\$15.00 Per Hour
Kolbinger, Bonnie	Resignation	Paraprofessional	MS	7 Hours Per Day	Multi Unit	n/a	08/02/22	n/a
Kuschel, Mathew	New	7th Grade Football Coach	MS	Seasonal	BEA - Schedule C	J. Schwarzkopf	8/29/22	\$2,285 Per Season
Lynch, Greg	New	Musical Technical Director	HS	Seasonal	BEA - Schedule C	C. Hed	08/23/22	\$3,497 Per Season
Mann, Christine	New	Data Specialist / Reading Interventionist	District- Wide	1 FTE	BEA	S. Norman	08/29/22	MA45 Lane / Step 13: \$76,122
Martell, Corey	New	Volleyball Coach	MS	Seasonal	BEA - Schedule C	L. Kuklok	08/29/22	\$2,285 Per Season
Messick, Maisie	Resignation	B-Squad Volleyball Coach	HS	Seasonal	BEA - Schedule C	n/a	8/11/2022	n/a
Miller, Ashley	New	Special Education (SLD) Teacher	MS	1 FTE	BEA	J. Hausmann	08/29/22	BA Lane / Step 1: \$42,723
Miller, Ashley	Resignation	Paraprofessional - Reading Interventionist	MS	6.75 Hours Per Day	Multi Unit	n/a	8/1/2022	n/a
Nicolas, Melissa	New	Student Council Advisor	HS	Annual	BEA - Schedule C	A. Wenzel	9/6/22	\$3,334 Annually
Offerdahl, Denise	Rehire	Special Education Teacher	IS	1 FTE	BEA	D. Offerdahl	8/29/22	Use Current Wage

Parks, Kirsten	New	Paraprofessional	Middle School	7 Hours Per Day	Multi Unit	B. Kolbinger	8/29/22	\$17.34 Per Hour
Radunz, Daniel	New	B-Squad Volleyball Coach	HS	Seasonal	BEA - Schedule C	M. Hoppe	8/15/2022	\$3,431 Per Season
Ricci, Michael	New	Musical Director	HS	Seasonal	BEA - Schedule C	J. Rand	8/23/2022	\$4,154 Per Season
Rose, Dean	New	Asst. Cook	Primary School	6.75 Hours Per Day	Multi Unit	L. Ahsenmacher	9/6/22	\$17.50 Per Hour
Rothstein, Abbey	New	JV Girls Soccer Coach	HS	Seasonal	BEA - Schedule C	I. Strom	8/15/2022	\$3,431 Per Season
Schrupp, Stephene	Resignation	Paraprofessional	HS	6.75 Hours Per Day	Multi Unit	n/a	8/25/22	n/a
Schwarzkopf, Joe	New	9th Grade Football Coach	HS	Seasonal	BEA - Schedule C	T. Cox	8/15/2022	\$3,031 Per Season
Shipway, Patrick	New	Director of Instructional Technology	DO	260 Days	Individual	J. Borgstrom	8/29/22	\$92,000 Annually
Soupir, Anna	Resignation	Camp Opportunity Lead	Camp Opportunity	8 Hours Per Day	Community Education	n/a	8/19/22	n/a
Stang, Sydney	Resignation	Lunchroom Supervisor	IS	2.5 Hours Per Day	Non Union	n/a	6/3/22	n/a
Stone, Sierra	Resignation	Camp Opportunity Asst.	Camp Opportunity	4 Hours Per Day	Community Education	n/a	9/16/2022	n/a
Struffert, Katelynn	New	Camp Opportunity Assistant	Camp Opportunity	4.25 Hours Per Day	Camp Opportunity	n/a	8/31/2022	\$14.41 Per Hour
Thiel, Elizabeth	New	Custodian	MS	8 Hours Per Day	Multi Unit	C. Straw	8/15/2022	\$20.30 Per Hour
VanVoorhis, JoDee	Resignation	Paraprofessional	HS	7 Hours Per Day	Multi Unit	n/a	8/22/2022	n/a
Vealetzek, Ashley	New	9th Grade Volleyball Coach	HS	Seasonal	BEA - Schedule C	G. Lynch	08/15/22	\$3,031 Per Season

Vealetzek, Ashley	New	Paraprofessional	PS	6.75 Hours Per Day	Multi Unit	A. Miller	9/6/2022	\$17.34 Per Hour
Vouk, Haley	Resignation	Paraprofessional	PS	6.5 Hours Per Day	Multi Unit	n/a	8/26/2022	n/a
Werner, Jeremy	New	9th Grade Football Coach	HS	Seasonal	BEA - Schedule C	T. Nicolas	8/17/22	\$3,031 Per Season
Weyer, Diane	New	Food Service Worker	MS	2.5 Hours Per Day	Non Union	D. Weismann	9/6/22	\$15.00 Per Hour
Willing, Susan	New	Admin. Asst., Copy/Receiving/Transportation	HS/Bus Garage	8 Hours Per Day	Multi Unit	J. Brings	09/07/22	\$18.08 Per Hour
Zahler, Stacy	New	Paraprofessional	PS	6.75 Hours Per Day	Multi Unit	H. Vouk	9/12/2022	\$17.34 Per Hour

FUNDRAISERS, as presented

TRUTH-IN-TAXATION HEARING: December 5, 2022, 6:30 PM

BHS COACHES HANDBOOK, as presented

ACTIVITIES HANDBOOK, as presented

OCTOBER SCHOOL BOARD MEETING: Change from October 3 to October 10

2022-2023 MULTI-UNIT CONTRACT, as presented

Motion by Ryan Obermoller, seconded by Pete Weismann, to ***Accept the Following Gifts:***

Bad Axe Throwing Nashville	\$750	Dance Team
Coca-Cola Give	\$30.90	Intermediate School
Sherburne State Bank	\$1,000.00	Robotics

Upon roll call vote, motion carried unanimously.

Motion by Ryan Obermoller, seconded by Connie Robinson, to ***Approve the Health Insurance Rate Increases for Plan Year October 1, 2022 – September 30, 2023, as presented.*** Upon roll call vote, motion carried unanimously.

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

416 Drug and Alcohol Testing
418 Drug-Free Workplace/Drug-Free School
515 Protection and Privacy of Pupil Records

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

Motion by Aaron Jurek, seconded by Troy Berning, to ***Approve the Following Policy Recommendation:***

524 Internet Use

Upon roll call vote, motion carried unanimously.

Motion by Connie Robinson, seconded by Ryan Obermoller, to ***Approve Maximum Preliminary Levy 2022 Payable 2023.*** Upon roll call vote, motion carried unanimously.

The School Board ***Discussed Public Data Requests*** with Community Member Chris Klippen.

Motion by Ryan Obermoller, seconded by Troy Berning, to ***Award Bids for Primary / EC Additions and Remodeling, as presented.*** Upon roll call vote, motion carried unanimously.

Motion by Aaron Jurek, seconded by Ryan Obermoller, to ***Award Bids for MS/HS Additions and Remodeling, as presented.*** Upon roll call vote, motion carried unanimously.

The School Board ***Entered Into a Closed Session to Discuss the Superintendent's Evaluation.***

The meeting was **adjourned** at 10:46 p.m.

Mark Swanson, Chair

Ryan Obermoller, Clerk

Recorder: Angela Oswald

BECKER PUBLIC SCHOOLS
MONTHLY FINANCIAL REPORT
September 2022

EXPENDITURES

Fund	2022-23 Budget	September 2022	2022-23 Year-to-Date	Remaining Budget	% Spent
General	37,190,159	3,600,212	5,291,940	31,898,219	14.23%
Food Service	1,766,912	74,973	113,701	1,653,211	6.44%
Community Service	1,643,530	115,869	294,869	1,348,661	17.94%
Debt Service	3,820,440	-	381,095	3,439,345	9.98%
	\$ 44,421,041	\$ 3,791,054	\$ 6,081,605	\$ 38,339,436	13.69%

Name	Status	Job Title	Location	Hrs Per Day/FTE	Group	Replacing	Effective	Wage
Bass, Sarah	Resignation	Special Education Paraprofessional	PS	6.5 Hours Per Day	MultiUnit	n/a	9/15/2022	n/a
Brozynski, Shelley	Resignation	Food Service Worker	MS	2 Hours, 20 Min Per Day	NonUnion	n/a	9/15/2022	n/a
Engelhaupt, Barbie	New (Re-Hire)	Health Assistant	IS	7 Hours Per Day	MultiUnit	B. Engelhaupt	10/10/2022	\$20.30 Per Hour
Frandsen, Tara	Resignation	Special Education Paraprofessional	MS	7.5 Hours Per Day	MultiUnit	n/a	08/15/22	n/a
Hennessey, Kristi	Resignation	MTSS Paraprofessional	MS	2 Hours Per Day	MultiUnit	n/a	6/6/2022	n/a
Higdon, Roger	New	AM/PM Bus Driver	Bus Garage	3.5 Hours Per Day	Transportation	n/a	9/22/22	\$38.81 Per Route
Jassmann, Krista	Resignation	Special Education Paraprofessional	PS	6.5 Hours Per Day	MultiUnit	n/a	9/29/22	n/a
Klaphake, Melisa	New	Food Service Worker	HS	2.5 Hours Per Day	NonUnion	J. Klatt	09/26/2022	\$15.00 Per Hour
Klatt, Jaime	Resignation	Food Service Worker	HS	2.5 Hours Per day	NonUnion	n/a	9/16/22	n/a
Klatt, Jaime	New	Special Education Paraprofessional	HS	7 Hours Per Day	MultiUnit	n/a	09/19/22	\$18.08
Klatt, Jaime	Resignation	Special Education Paraprofessional	HS	7 Hours Per Day	MultiUnit	n/a	10/07/22	n/a
Knudsen, Eric	New	Custodian	HS	8 Hours Per day	MultiUnit	A. Kittleson	09/26/22	\$17.50 Per Hour
Kottke, Maria	New	Special Education Paraprofessional	PS	6.75 Hours Per Day	MultiUnit	S. Bass	9/26/2022	\$17.34 Per Hour
Kottke, Maria	New	Special Education Paraprofessional	HS	7 Hours Per Day	MultiUnit	J. Vanvoorhis	08/29/22	\$17.34 Per Hour
Kottke, Maria	Resignation	Special Education Paraprofessional	HS	7 Hours Per day	MultiUnit	n/a	09/05/22	n/a
Kragerud, Randy	Resignation	9th Grade Boys Basketball Coach	HS	Seasonal	BEA - Schedule C	n/a	09/27/22	n/a
Nelson, Jennifer	New Assignment	Lead Cook (was Asst. Cook / Lead Cook)	PS	6.75 Hours Per Day	MultiUnit	n/a	09/06/22	\$19.42 Per Hour
Olson, Dan	Resignation	Head Speech Coach	HS	Seasonal	BEA - Schedule C	n/a	9/20/22	n/a
Pingrey, Penny	New	Musical Co-Director	HS	Seasonal	BEA - Schedule C	n/a	9/15/2022	\$1,667 Per Season
Prom, Daniel	New	Freeplay Supervisor	PS	3.5 Hours Per Day	MultiUnit	S. Anderson	9/26/2022	\$17.34 Per Hour
Radunz, Nick	New	Weighroom Supervisor	HS	Seasonal	BEA - Schedule C	D. Bjornstad	8/17/22	\$2,500 Per Season
Rowley, Angie	New Assignment	Lead Cook (was Asst. Cook / Lead Cook)	HS	6.75 Hours Per Day	MultiUnit	n/a	9/6/22	\$20.90 Per Hour
Schaapveld, Susan	New	Special Education Paraprofessional	PS	6.75 Hours Per Day	MultiUnit	n/a	09/26/22	\$17.34 Per Hour
Schulz, Jackie	New	Art Teacher - Long-Term Substitute	MS	1 FTE	BEA	A. Lewandowski	9/26/22 - 12/22/22	BA Lane / Step 13: \$337.28 Per Day
Stevens, Alyssa	Resignation	9th Grade Girls Basketball Coach	HS	Seasonal	BEA - Schedule C	n/a	05/18/22	n/a
Vee, Melissa	New	Health Assistant	MS	7 Hours Per Day	MultiUnit	J. Johnson	10/10/22	\$25.61 Per Hour
Wilke, Doug	Resignation	Custodian	HS	8 Hours Per Day	MultiUnit	n/a	9/20/22	n/a

Zahler, Stacy	Additional Assignment	Camp Opportunity Lead	Camp Opportunity	2.5 Hours Per Day, Mon/Fri	Camp Opportunity	n/a	10/03/22	\$16.03 Per Hour

EARLY CHILDHOOD LICENSED STAFF HOURS - FY23

Role:	SR Tchr	SW Tchr	ECFE Tchr	ECS	SR/SW Conf	Conf Report	Home Visit	Lesson Plan	PLC Mtgs	W.S. Set Up	Moms Dads	Total Annual Hours
Budget Code:	582	582	580	583	582	582	580	582	582	580/582	580	
Cinda Louden	649	-	9	33	36	18	-	6	18	34	-	803
Beth Soenneker	551	-	-	33	18	9	-	6	18	28	-	663
Melissa Dumonceaux	1091	-	-	33	36	18	-	6	18	36	30	1268
Kim Barth	1091	-	-	44	44	22	-	6	18	41	-	1266
Alysha Hartkopf	762	-	38	-	50	25	-	6	18	41	-	940
Nichole Stenberg	221	-	99	-	18	9	-	-	18	28	-	393
Trista Robak	-	1084	38	-	40	20	-	18	18	47	-	1265
Melissa Johnson	-	-	113	-	-	-	-	-	4	15	-	132
Melisa Tenvoorde	-	-	62	-	-	-	-	4	4	16	-	86
Cynthia Graham	-	-	150	-	-	-	-	4	4	18	-	176

EARLY CHILDHOOD LICENSED STAFF HOURS - FY23

Becker Early Childhood Para Hours 2022-2023

Tammy Bergsten	SR para 477.75 hours (147 days x 3.25) Workshop Week Hours 9
Jill Cook	SW para 477.75 hours (147 days x 3.25) SW prep para 58 (29 days x 2) Admin Assist 624 (8 hrs ECFE + 8 hrs SR/wk x 39 wks) ECFE/SR summer hours 70 Plus MARSS assistant DO budget
Laura Garding	SR para 477.75 hours (147 days x 3.25) ECS 135 hours (annual estimate) ECFE para prep (approximately 30 hours) Workshop Week Hours 9 Plus ECSE hours from PS budget (4.25 hours/day x 150=637.5)
Kelsey Berthiaume	ECFE para 585 hours (15 hours/week x 39) *Holiday ECFE summer hours 45 Plus ECSE hours from PS budget (4.75 hours/day x 137=650.75)*
Traci Gustafson	SR Literacy Interventionist 1007.5 hours (155 days x 6.5) Workshop Week Hours 7
Alysha Hartkopf	ECFE para prep/events 58 (estimated 2 hours per week/29 weeks) ECS para 44 (5.5 hours x 8 days)
Kristin Imholte	SR para 949 (146 days x 6.5) ECS para 44 (5.5 hours x 8 days) ECFE Event hours 20 Workshop Week Hours 9
Rebecca Lardy	ECFE prep para 96 (estimated 3 hours/32 weeks) SW para 81.25 (3.25 x 25 days) Summer ECFE Prep/Updates 8 hours Workshop Week Hours 9 Plus ECSE am hours from PS budget (3.5 hours/day x 91= 318.5) ECSE pm hours from PS budget (4.75 hours/day x 137=650.75) *
Brenda Lundorff	SR para 949 (146 days x 6.5) Workshop Week Hours 9
Shari Villeneuve	SR para 468 hours (144 days x 3.25) Workshop Week Hours 9 Plus ECSE hours PS budget (3.75hours/day x 147=551.25)
Misty Trombley	ECSE hours from PS budget (3.50hours/day x 88=308) SR para 468 hours (144 days x 3.25) Workshop Week Hours 9
Melissa Aeshliman	SW para 191.75 (59 classes x 3.25) Workshop Week Hours 9

Paid Holidays are not reflected in the above hours unless * is noted.

Communication Plan

Becker Public Schools



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Introduction

In order to build and maintain trust among key stakeholders, Becker Public Schools will be honest and transparent in all forms of communication with the public to the extent permitted by data privacy laws and other legal obligations.

District Mission

The mission of Becker Public Schools is to develop self-directed learners to thrive in a changing global community.

Belief Statements

Community Members should understand the changing landscape of education to engage with, participate in, and support the educational system.

Staff Members should be adaptable to learn new information and skills, which facilitate learning so students are prepared to thrive in an ever-changing world.

Students should become self-directed learners, self-disciplined, and autonomous workers, while being creative thinkers with a drive for innovation.

Parents should collaborate and understand the new realities of today's learning environment to model and teach self-directed behavior and life-long learning in an environment that fosters these expectations.

Supporting Statements

Community Members will obtain factual information to become informed about the changing needs and dissolving boundaries of traditional schooling, be asked to financially support the school district, and become more involved through volunteerism in a variety of ways.

Students will have an education more focused on problem-solving skills rather than knowledge-based skills, more options and control with their own education, be more immersed in technology, and have increased collaboration with their peers.

Parents will need to accept and support the realities of the changing learning environment, instill core values, prepare children for change, and be motivated to pursue their own growth and education.

Key Components of the Plan

- To ensure compliance with data privacy laws and other legal considerations, employees may not make statements to the media, individuals, or entities outside the District relating to student or personnel matters if those statements would result in the release of private data about students, employees, or other individuals. Staff are expected to be mindful of their roles and status as School District employees and should avoid communications that will foreseeably have a disruptive effect on the efficiency of the School District operations. Media inquiries regarding such matters must be directed to Directors and Building Administration. Employees also must not purport to speak on behalf of the School District without express approval. The Director of Community Education and Superintendent will oversee district-level communication and may also be used as a resource on specific inquiries.
- Official communications on behalf of the School District must be tied to the goals, objectives, and emphasis of the school district mission statement.
- Key messaging should position Becker Public Schools as a collaborative, “community centered” school district that is committed to providing an exceptional education for all students
- Improving the use of communication technology must be a priority if Becker Public Schools is to maintain a strong public image.
- While technology has and will continue to expand Becker Public Schools’ reach, it will be supplemented with valuable face-to-face interactions.
- Internal communication should strive to be constructive and collaborative whenever possible.
- School building communication should be a major component of the communication effort.
- Effective stakeholder engagement requires interpersonal connections.
- Becoming a listening organization requires a commitment at all levels.

Nothing in this plan shall be interpreted or applied to prevent or dissuade any employee from exercising legally protected (or required) speech. This includes but is not limited to speech protected pursuant to the Public Employment Labor Relations Act (“PELRA”); the Minnesota Human Rights Act; the Maltreatment of Minors Act; the Safe and Supportive Schools Act; the Minnesota Whistleblower Act; the Occupational Health and Safety Act (“OSHA”); the terms of applicable collective bargaining agreements; and any other state, local, or federal law or District policy that permits or requires internal or external reporting. Retaliation for exercising any protected activity is strictly prohibited.

Additionally, nothing in this plan shall be interpreted or applied to inhibit any employee’s right to speech as a private citizen on matters of public concern, except to the extent any such speech rights are outweighed by School District’s interest in promoting the efficiency of the public services it performs through its employees.

Target Audiences

In order to maintain a comprehensive communications plan, target audiences need to be identified. Communication is a reciprocal process and thrives on continual feedback through a two-way process. Every opportunity will be made to make communication reciprocal and engaging. It is important to view these groups as both audiences and communicators.

Internal Audiences:

- Students
- District Employees
- School Board
- Volunteers

External Audiences:

- Parents
- District Taxpayers
- Business Leaders
- Media Outlets (local newspaper)
- Legislative Leaders
- Ministerial Leaders
- PTSA
- Law Enforcement/Fire Department/First Responders

External Audiences -wider scope

- Regional Media
- Prospective Employees
- Prospective students/parents
- Alumni
- Retirees and former employees

Through implementation of this plan, the following behaviors and attitudes are the focus:

Internal Audiences:

- Take pride and ownership of the district
- Stay informed on key issues related to the school community
- Exhibit district values of “Being a Bulldog”

External Audiences:

- Feel engaged and involved in their district
- Exhibit community pride and trust in the district
- Support Becker Public School District through active engagement
- Feel community feedback is heard, wanted and used
- View the district as fiscally responsible.

Communications Goals

- To communicate more effectively, Becker Public Schools will work with Internal and External Audiences to move messaging forward.
- Provide proactive information with consistent messaging
- Utilize various media outlets to ensure the district mission, goals, achievements are accurately told
- Establish opportunities to improve internal communication and employee engagement
- Develop district-wide communications procedures and processes to ensure timely and accurate communication
- Provide training to district leaders in marketing, public and media relations, customer service and the communication skills

Media Relations Plan

Daily	Weekly	Monthly
Update Social Media sites regarding current district happenings (Superintendent, Principals, Department Directors) Ensure website is current, up-to-date and functional (Superintendent, Principals, Department Directors)	Principals and Department Directors updates to Internal and External Audiences	Food Service menus posted to the website and local newspaper (Food Service Director) Represent district at Chamber of Commerce, and local civic groups. Publicly thank sponsors, donors, grants via news release and social media (ask before you print names of donors) Communicate School Board update to staff (Superintendent)

Trimester	Annually	As Needed
Honor Rolls (Principals) Recognize and thank volunteers (Principals, Department Directors) Recognize Extracurricular individuals, teams and clubs (Activities Director)	Graduates (Principals) Class Statistics (Principals) Parent Reminder for contact information (Principal) Complete Review and Revision of website (Superintendent, Tech Department, Principals, Department Directors) Provide Training staff members on communication (HR Director, Assistant Superintendent) Announce new staff members via press release, back-to-school newsletter (Principals) Conduct a survey including questions regarding the district's communications practices (January) Announce retirees via press release) (HR Director) Review and revise communications related policies and procedures (May/June) (Cabinet members) Announce TOY and other annual awards (May/June) (Principals)	Respond to requests for information or community activities relevant to the school (hot topics) Announce student and staff awards and honors Announce grants Attend job fairs, and community events to recruit for best potential employees Attend Public meetings to discuss topics of importance to the community (Superintendent, Principals, Department Directors) Provide Training to staff on communications/public relations Voter referendums or other public and district taxpayer information

Evaluation and Measurement

The following resources may be utilized to evaluate and measure the effectiveness of this communication plan. This plan will continually be evaluated and updated as needed.

- Media Survey (direct mail, newsletter, newspaper)
- Employee Survey
- Social Media usage - social media followers
- Community Feedback
- Website usage

Public/Private Educational Data

The Family Educational Rights and Privacy Act (FERPA) is a federal law that protects the privacy of student education records; Under FERPA, as well as the Minnesota Government Data Practices Act (“MGDPA”), written parental permission is required before releasing any personally identifiable information regarding a student, unless the school has designated the data as directory information or valid exception applies. A parent may elect to opt-out of release of directory information by completing and submitting the Directory Information Opt-Out Form.

See School District Policy 515 for more information regarding the proper handling of student data.

Voice and Tone

Being consistent with elements of our brand, including voice and tone, builds brand awareness and stronger relationships with our stakeholders - making them feel engaged with, and informed about our schools.

Guidelines:

Be conversational and informal

- Try to write in first person (you, we us)
- Avoid acronyms unknown to the general public
- Use action verbs to avoid past tense

Be informative and trustworthy

- Avoid opinion-based information
- Cite where you are receiving information from
- Provide thorough information with fact.

Be professional and friendly

- Don't use inappropriate language
- Always use spell check and re-read content
- Let your positive, upbeat attitude shine through
- Don't speak in an “Institutional” voice

Be quick and to the point

- Use bullets points and small blocks of content
- Eliminate words that don't add value or understanding
- Use charts when appropriate to convey meaning

District Name

In order for stakeholders to easily identify our school district, a common and consistent name needs to be used. For this reason, **Becker Public Schools**, has been chosen as the official name for our district that should be used on all internal and external communication and marketing pieces. The exception to this would be legal documents requiring a specific naming convention or documents requiring the use of our district number.

Acceptable Name:

Becker Public Schools

Not Acceptable Names:

Becker Public School District

Becker Schools #726

School District #726

Email Signatures

All outgoing emails must include a signature that follows the format below. Quotes, slogans, graphics or stationary templates should not appear as part of employees' signatures. Additional identifying information such as Titles, honors, degrees. And pronouns may optionally be included alongside the employee name. If sending email from a smartphone or tablet this signature block does not need to be used; however, it should be replaced by "sent from my iPhone" as an example.

Name | Job Title (include grade or subject area for teachers)

Becker Public Schools | Building or Program Name

Street Address | Becker, MN 55308

Office #: 763-261-#### | Fax #: 763-261-#### | Cell #:(If you have a district cell phone)

www.becker.k12.mn.us

The mission of Becker Public Schools is to develop self-directed learners to thrive in a changing global community.

References

National School Public Relations Association

<http://www.nspra.org>

Logo Usage, Signature Color Palette, Font

The Becker Public Schools logo includes the Bulldog with lower teeth showing and the Becker Public Schools with dog in circle and lines trailing behind and the script word "Dogs". These logos should be used and appear prominently on all district publications.



FONTS

Rage
Good time

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz

COLORS



295c
CMYK
RGB:



7688c
CMYK
RGB:



Cool Gray 8c
CMYK
RGB:



301c
CMYK
RGB:

Becker Band Booster Club Inc.	\$3,258.00	HS Band
Becker Robotics Booster Club	\$959.62	Robotics
Becker Robotics Booster Club	\$9,485.00	Robotics
Becker Screen Print	\$100	Dance
Beckers Lions Club	\$900.00	Middle School
Bogart, Pederson & Associates	\$750	Dance
Country Lumber	\$250	Dance
Dylan's Hope	\$15,000	Mental Health Support
H.O.P.E Stables LLC	\$100	Dance
Healing Heartbeats Thru Hoofbeats LLC	\$100	Dance
Hubbard Electric	\$250	Dance
Northern Metal	\$525	Dance
Sherburne State Bank	\$100	Dance
TJ Potter Trucking	\$250	Dance

Adopted: _____

MSBA/MASA Model Policy 416

Orig. 1995

Revised: _____

Rev. 2022

416 DRUG AND ALCOHOL TESTING

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

I. PURPOSE

- A. The school board recognizes the significant problems created by drug and alcohol use in society in general, and the public schools in particular. The school board further recognizes the important contribution that the public schools have in shaping the youth of today into the adults of tomorrow.
- B. The school board believes that a work environment free of drug and alcohol use will be not only safer, healthier, and more productive but also more conducive to effective learning. To provide such an environment, the purpose of this policy is to provide authority so that the school board may require all employees and/or job applicants to submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in federal law and Minnesota Statutes, sections 181.950-181.957.

II. GENERAL STATEMENT OF POLICY

- A. All school district employees and job applicants whose positions require a commercial driver's license will be required to undergo drug and alcohol testing in accordance with federal law and the applicable provisions of this policy. The school district also may request or require that drivers submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957.
- B. The school district may request or require that any school district employee or job applicant, other than an employee or applicant whose position requires a commercial driver's license, submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957.
- C. The use, possession, sale, purchase, transfer, or dispensing of any drugs not medically prescribed, including medical cannabis, whether or not it has been prescribed for the employee, is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of drugs that are not medically prescribed, including medical cannabis, whether or not it has been prescribed for the employee, is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of drugs that are not medically prescribed are prohibited from entering or remaining on school district property.

- D. The use, possession, sale, purchase, transfer, or dispensing of alcohol is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of alcohol is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of alcohol are prohibited from entering or remaining on school district property.
- E. Any employee who violates this section shall be subject to discipline that includes, but is not limited to, immediate suspension without pay and immediate discharge.

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

A. General Statement of Policy

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

B. Definitions

1. "Actual Knowledge" means actual knowledge by the school district that a driver has used alcohol or controlled substances based on: (a) direct observation of the employee's use (not observation of behavior sufficient to warrant reasonable suspicion testing); (b) information provided by a previous employer; (c) a traffic citation; or (d) an employee's admission, except when made in connection with a qualified employee self-admission program.
2. "Alcohol Screening Device" (ASD) means a breath or saliva device, other than an Evidential Breath Testing Device (EBT), that is approved by the National Highway Traffic Safety Administration and placed on its Conforming Products List for such devices.
3. "Breath Alcohol Technician" (BAT) means an individual who instructs and assists individuals in the alcohol testing process and who operates the EBT.
4. "Commercial Motor Vehicle" (CMV) includes a vehicle that is designed to transport 16 or more passengers, including the driver.
5. "Designated Employer Representative" (DER) means an employee authorized by the school district to take immediate action to remove employees from safety-sensitive duties, or cause employees to be removed from these covered duties, and to make required decisions in the testing and evaluation process. The DER receives test results and other communications for the school district.
6. "Department of Transportation" (DOT) means United States Department of Transportation.
7. "Direct Observation" means observation of alcohol or controlled substances use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing.

8. "Driver" is any person who operates a CMV, including full-time, regularly employed drivers, casual, intermittent, or occasional drivers, leased drivers, and independent owner-operator contractors.
9. "Evidential Breath Testing Device" (EBT) means a device approved by the National Highway Traffic Safety Administration for the evidentiary testing of breath for alcohol concentration and placed on its Conforming Products List for such devices.
10. "Licensed Medical Practitioner" means a person who is licensed, certified, and/or registered, in accordance with applicable Federal, State, local, or foreign laws and regulations, to prescribe controlled substances and other drugs.
11. "Medical Review Officer" (MRO) means a licensed physician responsible for receiving and reviewing laboratory results generated by the school district's drug testing program and for evaluating medical explanations for certain drug tests.
12. "Refusal to Submit" (to an alcohol or controlled substances test) means that a driver: (a) fails to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so; (b) fails to remain at the testing site until the testing process is complete; (c) fails to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test; (d) fails to permit the observation or monitoring of the driver's provision of a specimen in the case of a directly observed or monitored collection in a drug test; (e) fails to provide a sufficient breath specimen or sufficient amount of urine when directed and a determination has been made that no adequate medical explanation for the failure exists; (f) fails or declines to take an additional test as directed by the school district or the collector; (g) fails to undergo a medical examination or evaluation, as directed by the MRO or the DER; (h) fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process, fails to wash hands after being directed to do so by the collector, fails to sign the certification on the forms); (i) fails to follow the observer's instructions, in an observed collection, to raise the driver's clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process; (j) possesses or wears a prosthetic or other device that could be used to interfere with the collection process; (k) admits to the collector or MRO that the driver adulterated or substituted the specimen; or (l) is reported by the MRO as having a verified adulterated or substituted test result. An applicant who fails to appear for a pre-employment test, who leaves the testing site before the pre-employment testing process commences, or who does not provide a urine specimen because he or she has left before it commences is not deemed to have refused to submit to testing.
13. "Safety-Sensitive Functions" are on-duty functions from the time the driver begins work or is required to be in readiness to work until relieved from work and all responsibility for performing work, and include such functions as driving, loading and unloading vehicles, or supervising or assisting in the loading or unloading of vehicles, servicing, repairing, obtaining assistance to repair, or remaining in attendance during the repair of a disabled vehicle.
14. "Screening Test Technician" (STT) means anyone who instructs and assists

individuals in the alcohol testing process and operates an ASD.

15. "Stand Down" means the practice of temporarily removing an employee from performing safety-sensitive functions based only upon a laboratory report to the MRO of a confirmed positive test for a drug or drug metabolite, an adulterated test, or a substituted test before the MRO completes the verification process.
16. "Substance Abuse Professional" (SAP) means a qualified person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.

C. Policy and Educational Materials

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

1. The school district shall provide a copy of this policy and procedures to each driver prior to the start of its alcohol and drug testing program and to each driver subsequently hired or transferred into a position requiring driving of a CMV.
2. The school district shall provide to each driver information required under Title 49 of the Code of Federal Regulations, including information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or controlled substance problem (the driver's or a coworker's); and available methods of intervening when an alcohol or controlled substance problem is suspected, including confrontation, referral to an employee assistance program, and/or referral to management.
3. The school district shall provide written notice to representatives of employee organizations that the information described above is available.
4. The school district shall require each driver to sign a statement certifying that the driver received a copy of the policy and materials. This statement should be in the form of Attachment A to this policy. The school district will maintain the original signed certificate and will provide a copy to the driver if the driver so requests.

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

D. Alcohol and Controlled Substances Testing Program Manager

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

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

1. The program manager will coordinate the implementation, direction, and administration of the alcohol and controlled substances testing policy for bus drivers. The program manager is the principal contact for the collection site, the testing laboratory, the MRO, the BAT, the SAP, and the person submitting to the test. Employee questions concerning this policy shall be directed to the program manager.
2. The school district shall designate a program manager and provide written notice of the designation to each driver along with this policy.

E. Specific Prohibitions for Drivers

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

1. Alcohol Concentration. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. Drivers who test greater than 0.04 will be taken out of service and will be subject to evaluation by a professional and retesting at the driver's expense.
2. Alcohol Possession. No driver shall be on duty or operate a CMV while the driver possesses alcohol.
3. On-Duty Use. No driver shall use alcohol while performing safety-sensitive functions.
4. Pre-Duty Use. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.
5. Use Following an Accident. No driver required to take a post-accident test shall use alcohol for eight (8) hours following the accident, or until the driver undergoes a post-accident alcohol test, whichever occurs first.
6. Refusal to Submit to a Required Test. No driver shall refuse to submit to an alcohol or controlled substances test required by post-accident, random, reasonable suspicion, return-to-duty, or follow-up testing requirements. A verified adulterated or substituted drug test shall be considered a refusal to test.
7. Use of Controlled Substances. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to instructions (which have been presented to the school district) from a licensed medical practitioner who is familiar with the driver's medical history and has advised the driver that the substance does not adversely affect the driver's ability to safely operate a CMV. Controlled substance includes medical cannabis, regardless of whether the driver is enrolled in the state registry program.
8. Positive, Adulterated, or Substituted Test for Controlled Substance. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive for controlled substances, including medical cannabis, or has adulterated or substituted a test specimen for controlled substances.

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

F. Other Alcohol-Related Conduct

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

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

G. Prescription Drugs/Cannabinoid Products

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

H. Testing Requirements

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

1. Pre-Employment Testing

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

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

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

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

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

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

- d. The applicant also must be asked whether he or she has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the employee, during the last two (2) years, applied for, but did not obtain, safety-sensitive transportation work covered by DOT testing rules.
- e. Before employing a driver subject to controlled substances and alcohol testing, the school district must conduct a full pre-employment query of the federal Commercial Driver's License (CDL) Drug and Alcohol Clearinghouse ("Clearinghouse") to obtain information about whether the driver (1) has a verified positive, adulterated, or substituted controlled substances test result; (2) has an alcohol confirmation test with a concentration of 0.04 or higher; (3) has refused to submit to a test in violation of federal law; or (4) that an employer has reported actual knowledge that the driver used alcohol on duty, before duty, or following an accident in violation of federal law or used a controlled substance in violation of federal law. The applicant must give specific written or electronic consent for the school district to conduct the Clearinghouse full query. The school district shall retain the consent for three (3) years from the date of the query.

3. Post-Accident Testing

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

accident testing of drivers.]

- a. As soon as practicable following an accident involving a CMV, the school district shall test the driver for alcohol and controlled substances, including medical cannabis, if the accident involved the loss of human life or if the driver receives a citation for a moving traffic violation arising from an accident which results in bodily injury or disabling damage to a motor vehicle.
- b. Drivers should be tested for alcohol use within two (2) hours and no later than eight (8) hours after the accident.
- c. Drivers should be tested for controlled substances, including medical cannabis, no later than thirty-two (32) hours after the accident.
- d. A driver subject to post-accident testing must remain available for testing, or shall be considered to have refused to submit to the test.
- e. If a post-accident alcohol test is not administered within two (2) hours following the accident, the school district shall prepare and maintain on file a record stating the reasons the test was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours.
- f. If a post-accident alcohol test is not administered within eight (8) hours following the accident or a post-accident controlled substances test is not administered within thirty-two (32) hours following the accident, the school district shall cease attempts to administer the test, and prepare and maintain on file a record stating the reasons for not administering the test.
- g. The school district shall report drug and alcohol program violations to the Clearinghouse as required under federal law.

4. Random Testing

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

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

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

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

- c. The school district shall adopt a scientifically valid method for selecting drivers for testing, such as random number table or a computer-based random number generator that is matched with identifying numbers of the drivers. Each driver shall have an equal chance of being tested each time selections are made. Each driver selected for testing shall be tested during the selection period.
- d. Random tests shall be unannounced. Dates for administering random tests shall be spread reasonably throughout the calendar year.
- e. Drivers shall proceed immediately to the collection site upon notification of selection; provided, however, that if the driver is performing a safety-sensitive function, other than driving, at the time of notification, the driver shall cease to perform the function and proceed to the collection site as soon as possible.

5. Reasonable Suspicion Testing

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

- a. The school district shall require a driver to submit to an alcohol test and/or controlled substances, including medical cannabis, test when a supervisor or school district official, who has been trained in accordance with the regulations, has reasonable suspicion to believe that the driver has used alcohol and/or controlled substances, including medical cannabis, on duty, within four (4) hours before coming on duty, or just after the period of the work day. The test shall be done as soon as practicable following the observation of the behavior indicative of the use of controlled substances or alcohol.
- b. The reasonable suspicion determination must be based on specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech, or body odors. The required observations for reasonable suspicion of a controlled substances violation may include indications of the chronic and withdrawal effects of controlled substances.
- c. Alcohol testing shall be administered within two (2) hours following a determination of reasonable suspicion. If it is not done within two (2) hours, the school district shall prepare and maintain a record explaining why it was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours. If an alcohol test is not administered within eight (8) hours following the determination of reasonable suspicion, the school district shall cease attempts to administer the test and state in the record the reasons for not administering the test.
- d. The supervisor or school district official who makes observations leading to a controlled substances reasonable suspicion test shall make and sign a written record of the observations within twenty-four (24) hours of the observed behavior or before the results of the drug test are released, whichever is earlier.

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

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

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

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

8. Refusal to Submit and Attendant Consequences

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

- a. A driver or driver applicant may refuse to submit to drug and alcohol testing.
- b. Refusal to submit to a required drug or alcohol test subjects the driver or driver applicant to the consequences specified in federal regulations as well as the civil and/or criminal penalty provisions of 49 United States Code section 521(b). In addition, a refusal to submit to testing establishes a presumption that the driver or driver applicant would test positive if a test were conducted and makes the driver or driver applicant subject to discipline or disqualification under this policy.
- c. A driver applicant who refuses to submit to testing shall be disqualified from further consideration for the conditionally offered position.
- d. An employee who refuses to submit to testing shall not be permitted to perform safety-sensitive functions and will be considered insubordinate and subject to disciplinary action, up to and including dismissal. If an employee is offered an opportunity to return to a DOT safety-sensitive duty, the employee will be evaluated by an SAP and must submit to a return-to-duty test prior to being considered for reassignment to safety-sensitive functions.
- e. Drivers or driver applicants who refuse to submit to required testing will be required to sign Attachment C to this policy.

I. Testing Procedures

1. Drug Testing

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

- a. Drug testing is conducted by analyzing a donor's urine specimen. Split urine samples will be collected in accordance with federal regulations. The donor will provide a urine sample at a designated collection site. The collection site personnel will then pour the sample into two sample bottles, labeled "primary" and "split," seal the specimen bottles, complete the chain of custody form, and prepare the specimen bottles for shipment to the testing laboratory for analysis. The specimen preparation shall be conducted in sight of the donor.
- b. If the donor is unable to provide the appropriate quantity of urine, the collection site person shall instruct the individual to drink up to forty (40) ounces of fluid distributed reasonably through a period of up to three (3) hours to attempt to provide a sample. If the individual is still unable to provide a complete sample, the test shall be discontinued and the school district notified. The DER shall refer the donor for a medical evaluation to determine if the donor's inability to provide a specimen is genuine or constitutes a refusal to test. For pre-employment testing, the school district may elect to not have a referral made, and revoke the employment offer.
- c. Drug test results are reported directly to the MRO by the testing laboratory. The MRO reports the results to the DER. If the results are negative, the school district is informed and no further action is necessary. If the test result is confirmed positive, adulterated, substituted, or invalid, the MRO shall give the donor an opportunity to discuss the test result. The MRO will contact the donor directly, on a confidential basis, to determine whether the donor wishes to discuss the test result. The MRO shall notify each donor that the donor has seventy-two (72) hours from the time of notification in which to request a test of the split specimen at the donor's expense. No split specimen testing is done for an invalid result.
- d. If the donor requests an analysis of the split specimen within seventy-two (72) hours of having been informed of a confirmed positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another Department of Health and Human Services – SAMHSA certified laboratory for analysis. If the donor has not contacted the MRO within seventy-two (72) hours, the donor may present the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the confirmed positive test, or other circumstances unavoidably prevented the donor from timely making contact. If the MRO concludes that a legitimate explanation for the donor's failure to contact him/her within seventy-two (72) hours exists, the MRO shall direct the analysis of the split specimen. The MRO will review the confirmed positive test result to determine whether an acceptable medical reason for the positive result exists. The MRO shall confirm and report a positive test result to the DER and the employee

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

- e. If, after making reasonable efforts and documenting those efforts, the MRO is unable to reach the donor directly, the MRO must contact the DER who will direct the donor to contact the MRO. If the DER is unable to contact the donor, the donor will be suspended from performing safety-sensitive functions.
- f. The MRO may confirm the test as a positive without having communicated directly with the donor about the test results under the following circumstances:
 - (1) The donor expressly declines the opportunity to discuss the test results;
 - (2) The donor has not contacted the MRO within seventy-two (72) hours of being instructed to do so by the DER; or
 - (3) The MRO and the DER, after making and documenting all reasonable efforts, have not been able to contact the donor within ten (10) days of the date the confirmed test result was received from the laboratory.

2. Alcohol Testing

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

- a. The federal alcohol testing regulations require testing to be administered by a BAT using an EBT or an STT using an ASD. EBTs and ASDs can be used for screening tests but only EBTs can be used for confirmation tests.
- b. Any test result less than 0.02 alcohol concentration is considered a "negative" test.
- c. If the donor is unable to provide sufficient saliva for an ASD, the DER will immediately arrange to use an EBT. If the donor attempts and fails to provide an adequate amount of breath, the school district will direct the donor to obtain a written evaluation from a licensed physician to determine if the donor's inability to provide a breath sample is genuine or constitutes a refusal to test.
- d. If the screening test results show alcohol concentration of 0.02 or higher, a confirmatory test conducted on an EBT will be required to be performed between fifteen (15) and thirty (30) minutes after the completion of the screening test.
- e. Alcohol tests are reported directly to the DER.

J. Driver/Driver Applicant Rights

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

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

2. The school district will not discharge a driver who, for the first time, receives a confirmed positive drug or alcohol test UNLESS:
 - a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with the SAP; and
 - b. The employee refuses to participate in the recommended program, or fails to successfully complete the program as evidenced by withdrawal before its completion or by a positive test result on a confirmatory test after completion of the program.
 - c. This limitation on employee discharge does not bar discharge of an employee for reasons independent of the first confirmed positive test result.

K. Testing Laboratory

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

L. Confidentiality of Test Results

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

M. Recordkeeping Requirements and Retention of Records

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

federal regulations in a secure location with controlled access.

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

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

Basic records	5 years

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

Information obtained from previous employers	3 years

Alcohol and controlled substance collection procedures	2 years

Negative and cancelled controlled substance tests	1 year

Alcohol tests with less than 0.02 concentration	1 year

Education and training records	indefinite

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

3. Personal Information

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

- a. The name of the person tested;
- b. Any verified positive, adulterated, or substituted drug test result;
- c. Any alcohol confirmation test with a BAC concentration of 0.04 or higher;
- d. Any refusal to submit to any test required hereunder;
- e. Any report by a supervisor of actual knowledge of use as follows
 - i. Any on-duty alcohol use;
 - ii. Any pre-duty alcohol use;
 - iii. Any alcohol use following an accident; and
 - iv. Any controlled substance use.
- f. Any report from a substance abuse professional certifying successful completion of the return-to-work process;

- g. Any negative return-to-duty test; and
- h. Any employer's report of completion of follow-up testing.

N. Training

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

O. Consequences of Prohibited Conduct and Enforcement

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

- 2. Referral, Evaluation, and Treatment

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

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

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

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

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

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

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

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

3. Disciplinary Action

- a. Any driver who refuses to submit to post-accident, random, reasonable suspicion, or follow-up testing not only shall not perform or continue to perform safety-sensitive functions, but also may be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.
- b. Drivers who test positive with verification of a confirmatory test or are otherwise found to be in violation of this policy or the federal regulations shall be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.
- c. Nothing in this policy limits or restricts the right of the school district to discipline or discharge a driver for conduct which not only constitutes prohibited conduct under this policy but also violates the school district's other rules or policies.

P. Other Testing

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

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

Q. Report to Clearinghouse

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

R. Annual Clearinghouse Query

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

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

2. The school district may not access an individual's Clearinghouse record unless the school district (1) obtains the individual's prior written or electronic consent for access to the record; and (2) submits proof of the individual's consent to the Clearinghouse. The school district must retain the consent for three (3) years from the date of the last query. The school district shall retain for three (3) years a record of each request for records from the Clearinghouse and the information received pursuant to the request.
3. The school district shall protect the individual's privacy and confidentiality of each Clearinghouse record it receives. The school district shall ensure that information contained in a Clearinghouse record is not divulged to a person or entity not directly involved in assessing and evaluating whether a prohibition applies with respect to the individual to operate a CMV for the school district.
4. The school district may use an individual's Clearinghouse record only to assess and evaluate whether a prohibition applies with respect to the individual to operate a CMV for the school district.

IV. DRUG AND ALCOHOL TESTING FOR OTHER EMPLOYEES

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

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

1. General Limitations

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

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

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

2. Job Applicant Testing

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

3. Random Testing

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

4. Reasonable Suspicion Testing

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

- a. is under the influence of drugs or alcohol;
- b. has violated the school district's written work rules prohibiting the use, possession, sale, or transfer of drugs or alcohol while the employee is working or while the employee is on the school district's premises or operating the school district's vehicles, machinery, or equipment;
- c. has sustained a personal injury, as that term is defined in Minnesota Statutes, section 176.011, subdivision 16, or has caused another employee to sustain a personal injury; or
- d. has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.

5. Treatment Program Testing

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

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

6. Routine Physical Examination Testing

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

B. No Legal Duty to Test

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

C. Definitions

1. "Drug" means a controlled substance as defined in Minnesota Statutes, including medical cannabis, regardless of enrollment in the state registry program.
2. "Drug and Alcohol Testing," "Drug or Alcohol Testing," and "Drug or Alcohol Test" mean analysis of a body component sample by a testing laboratory that meets one of the criteria listed in Minnesota Statutes, section 181.953, subdivision 1, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.
3. "Other Employees" means any persons, independent contractors, or persons working for an independent contractor who perform services for the school district for compensation, either full time or part time, in whatever form, except for persons whose positions require a commercial driver's license, and includes both professional and nonprofessional personnel. Persons whose positions require a commercial driver's license are primarily governed by the provisions of the school district's drug and alcohol testing policy relating to school bus drivers (Section III.). To the extent that the drug and alcohol testing of persons whose positions require a commercial driver's license is not mandated by federal law and regulations, such testing shall be governed by Section IV. of this policy and the drivers shall fall within this definition of "other employees."
4. "Job Applicant" means a person, independent contractor, or person working for an independent contractor who applies to become an employee of the school district in a position that does not require a commercial driver's license, and includes a person who has received a job offer made contingent on the person's passing drug or alcohol testing. Job applicants for positions requiring a commercial driver's license are governed by the provisions of the school district's drug and alcohol testing policy relating to school bus drivers (Section III.).
5. "Positive Test Result" means a finding of the presence of drugs, alcohol, or their metabolites in the sample tested in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.
6. "Random Selection Basis" means a mechanism for selection of employees that:

- a. results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected; and
 - b. does not give the school district discretion to waive the selection of any employee selected under the mechanism.
- 7. "Reasonable Suspicion" means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.
 - 8. "Safety-Sensitive Position" means a job, including any supervisory or management position, in which an impairment caused by drug or alcohol usage would threaten the health or safety of any person.

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

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

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

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

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

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

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

E. Reliability and Fairness Safeguards

1. Pretest Notice

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

2. Notice of Test Results

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

3. Notice of and Right to Test Result Report

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

4. Notice of and Right to Explain Positive Test Result

- a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide the individual with notice of the test results and, at the same time, written notice of the right to explain the results and to submit additional information.
- b. The school district may request that the employee or job applicant indicate any over-the-counter or prescription medication that the individual is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result.
- c. The employee may present verification of enrollment in the medical cannabis patient registry as part of the employee's explanation.
- d. Use of nonintoxicating cannabinoids or edible cannabinoid products is not a legitimate medical explanation for a confirmed positive test result for marijuana. MROs will verify a drug test confirmed as positive, even if an employee claims to have only used nonintoxicating cannabinoids or edible cannabinoid product.
- e. Within three (3) working days after notice of a positive test result on a confirmatory test, an employee or job applicant may submit information (in addition to any information already submitted) to the school district to explain that result.

5. Notice of and Right to Request Confirmatory Retests

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

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

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

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

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

1. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.
2. In the case of a positive test result on a confirmatory test, the employee shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.
3. The school district may not discharge an employee for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test requested by the school district, unless the following conditions have been met:
 - a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical abuse counselor or a physician trained in the diagnosis and treatment of chemical dependency; and
 - b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.
4. Notwithstanding Paragraph 1., the school district may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the school district believes that it is reasonably necessary to protect the health or safety of the employee, co-employees or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.

5. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information or the employee's status as a patient enrolled in the medical cannabis registry program revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon, or after hire, or failing to do so would violate federal law or regulations or cause the school district to lose money or licensing-related benefit under federal law or regulations.
6. The school district may not discriminate against any employee in termination, discharge, or any term of condition of employment or otherwise penalize an employee based upon an employee registered patient's positive drug test for cannabis components or metabolites, unless the employee used, possessed, or was impaired by medical cannabis on school district property during the hours of employment.
7. An employee must be given access to information in the individual's personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

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

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

H. Chain-of-Custody Procedures

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

1. Possession of a sample must be traceable to the employee from whom the sample is collected, from the time the sample is collected through the time the sample is delivered to the laboratory;
2. The sample must always be in the possession of, must always be in view of, or must be placed in a secure area by a person authorized to handle the sample;
3. A sample must be accompanied by a written chain-of-custody record; and
4. Individuals relinquishing or accepting possession of the sample must record the time the possession of the sample was transferred and must sign and date the chain-of-custody record at the time of transfer.

I. Privacy, Confidentiality and Privilege Safeguards

1. Privacy Limitations

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

tested.

2. Confidentiality Limitations

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

3. Exceptions to Privacy and Confidentiality Disclosure Limitations

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

4. Privilege

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

J. Notice of Testing Policy to Affected Employees

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

V. POSTING

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

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

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

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

ATTACHMENTS TO DRUG AND ALCOHOL TESTING POLICY

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

- Attachment A is a "Driver Acknowledgment-Drug and Alcohol Testing Policy Materials" form that should be used to document receipt of the policy and other materials by drivers and driver applicants. It is referred to in Article III., Section C., Paragraph 4. of the policy.
- Attachment B is a "Bus Driver or Driver Applicant-Authorization to Release Information" form. It is referred to in Article III., Section H., Paragraph 1. of the policy.
- Attachment C is a "Bus Driver or Driver Applicant-Refusal to Submit to Testing" form. It is referred to in Article III., Section H., Paragraph 7. of the policy.

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

- Attachment D is a "Pretest Notice" that must be provided to non-school bus driver employees or job applicants before requesting that the employee or job applicant undergo drug or alcohol testing. It is referred to in Article IV., Section E., Paragraph 1. of the policy.
- Attachment E is a "Notice of Test Results and Various Rights" which should be used by the District when notifying non-school bus driver employees or job applicants of test results and other rights. It is referred to in Article IV., Section E., Paragraph 6. of the policy.
- Attachment F is an "Explanation of Positive Test Result" form which should be used by the school district to request that the employee or job applicant submit information to the school district relevant to the reliability of, or explanation for, a positive test result. It is referred to in Article IV., Section E., Paragraph 4. of the policy.
- Finally, the District may wish to use Attachment G, entitled "Acknowledgment-Drug and Alcohol Testing Policy," to document that written notice of the policy was given to all affected employees. It is referred to in Article IV., Section J. of the policy.

ATTACHMENT A

(D R A F T)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

— DRIVER ACKNOWLEDGMENT —
DRUG AND ALCOHOL TESTING POLICY AND MATERIALS

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

The District's policy was provided to me:

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

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

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

Dated: _____

Signature of Employee/Applicant

Typed or Printed Name

ATTACHMENT B

(D R A F T)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

— BUS DRIVER OR DRIVER APPLICANT —
AUTHORIZATION TO RELEASE INFORMATION

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

Employee Printed or Typed Name: _____

Employee SS or ID Number: _____

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

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

Employee Signature: _____ Date: _____

Section I-A.

School District Name: _____

Address: _____

Phone #: _____ Fax #: _____

Designated Employer Representative: _____

Section I-B.

Previous Employer Name: _____

Address: _____

Phone #: _____

Designated Employer Representative (if known): _____

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

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

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

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

Section II-B.

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

Title: _____

Phone #: _____

Date: _____

ATTACHMENT C

(D R A F T)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

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

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

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

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

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

Date: _____

Time: _____

Signature of Employee/Applicant

Supervisor: _____

Supervisor's Signature

Comments: _____

☐ Employee refusal to sign

Supervisor's Initials: _____

ATTACHMENT D

(D R A F T)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

— PRETEST NOTICE —

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

Date: _____

Signature of Employee/Job Applicant

Typed or Printed Name

ATTACHMENT E

(DRAFT)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

[Employee Name]
[Employee Address]

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

NOTICE OF TEST RESULTS AND VARIOUS RIGHTS

Test Results:

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

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

Test Result Report:

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

Right to Explain Positive Test Result:

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

Right to Request Confirmatory Retests:

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

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

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

Other Rights:

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

A. Employee Discharge and Discipline

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

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

2. The school district may not discharge an employee whose position does not require a commercial driver's license for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test requested by the school district, unless the following conditions have been met:
 - a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependency; and
 - b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.
3. Notwithstanding Paragraph 1., the school district may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the school district believes that it is reasonably necessary to protect the health or safety of the employee, co-employees or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.
4. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon, or after hire.
5. An employee must be given access to information in the employee's personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

B. Withdrawal of Applicant's Job Offer

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

ATTACHMENT F

(DRAFT)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

EXPLANATION OF POSITIVE TEST RESULT

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

I am currently taking or have recently taken:

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

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

Date: _____

Signature of Employee/Job Applicant

Typed or Printed Name

ATTACHMENT G

(D R A F T)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

— ACKNOWLEDGMENT —
DRUG AND ALCOHOL TESTING POLICY

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

The District's policy was provided to me:

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

Dated: _____

Signature of Employee/Applicant

Typed or Printed Name

Adopted: _____

MSBA/MASA Model Policy 418

Orig. 1995

Revised: _____

Rev. 2022

418 DRUG-FREE WORKPLACE/DRUG-FREE SCHOOL

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

- A. Use or possession of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids (including edible cannabinoid products), and controlled substances before, during, or after school hours, at school or in any other school location, is prohibited as general policy. Paraphernalia associated with controlled substances is prohibited.
- B. A violation of this policy occurs when any student, teacher, administrator, other school district personnel, or member of the public uses or possesses alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids (including edible cannabinoid products), or controlled substances in any school location.
- C. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or member of the public who violates this policy.

III. DEFINITIONS

- A. "Alcohol" includes any alcoholic beverage containing more than one-half of one percent alcohol by volume.
- B. "Controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 United States Code section 812, including analogues and look-alike drugs.
- C. "Edible cannabinoid product" means any product that is intended to be eaten or consumed as a beverage by humans, contains a cannabinoid in combination with food ingredients, and is not a drug.
- D. "Nonintoxicating cannabinoid" means substances extracted from certified hemp plants that do not produce intoxicating effects when consumed by any route of administration.
- E. "Medical cannabis" means any species of the genus cannabis plant, or any mixture or preparation of them, including whole plant extracts and resins, and is delivered in the form of: (1) liquid, including, but not limited to, oil; (2) pill; (3) vaporized delivery

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

- F. "Possess" means to have on one's person, in one's effects, or in an area subject to one's control.
- G. "School location" includes any school building or on any school premises; in any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.
- H. "Toxic substances" includes: (1) glue, cement, aerosol paint, containing toluene, benzene, xylene, amyl nitrate, butyl nitrate, nitrous oxide, or containing other aromatic hydrocarbon solvents, but does not include glue, cement, or paint contained in a packaged kit for the construction of a model automobile, airplane, or similar item; (2) butane or a butane lighter; or (3) any similar substance declared to be toxic to the central nervous system and to have a potential for abuse, by a rule adopted by the commissioner of health.
- I. "Use" includes to sell, buy, manufacture, distribute, dispense, possess, use, or be under the influence of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids (including edible cannabinoid products), and/or controlled substances, whether or not for the purpose of receiving remuneration or consideration.

IV. EXCEPTIONS

- A. A violation of this policy does not occur when a person brings onto a school location, for such person's own use, a controlled substance, except medical cannabis, which has a currently accepted medical use in treatment in the United States and the person has a physician's prescription for the substance. The person shall comply with the relevant procedures of this policy.
- B. A violation of this policy does not occur when a person possesses an alcoholic beverage in a school location when the possession is within the exceptions of Minnesota Statutes section 624.701, subdivision 1a (experiments in laboratories; pursuant to a temporary license to sell liquor issued under Minnesota laws or possession after the purchase from such a temporary license holder).

V. PROCEDURES

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

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

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

- B. Employees who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, are permitted to possess such controlled substance and associated necessary paraphernalia, such as an inhaler or syringe. The employee must inform his or her supervisor. The employee may be required to provide a copy of the prescription.
- C. Each employee shall be provided with written notice of this Drug-Free Workplace/Drug-Free School policy and shall be required to acknowledge that he or she has received the policy.

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

- D. Employees are subject to the school district’s drug and alcohol testing policies and procedures.
- E. Members of the public are not permitted to possess controlled substances in a school location except with the express permission of the superintendent.
- F. No person is permitted to possess or use medical cannabis on a school bus or van; or on the grounds of any preschool or primary or secondary school; or on the grounds of any child care facility. This prohibition includes (1) vaporizing or combusting medical cannabis on any form of public transportation where the vapor or smoke could be inhaled by a minor child or in any public place, including indoor or outdoor areas used by or open to the general public or place of employment; and (2) operating, navigating, or being in actual physical control of any motor vehicle or working on transportation property, equipment or facilities while under the influence of medical cannabis.
- G. Possession of alcohol on school grounds pursuant to the exceptions of Minnesota Statutes section 624.701, subdivision 1a, shall be by permission of the school board only. The applicant shall apply for permission in writing and shall follow the school board procedures for placing an item on the agenda.

VI. ENFORCEMENT

- A. Students
 - 1. Students may be required to participate in programs and activities that provide education against the use of alcohol, tobacco, marijuana, smokeless tobacco products, electronic cigarettes, and nonintoxicating cannabinoids (including edible cannabinoid products),
 - 2. Students may be referred to drug or alcohol assistance or rehabilitation programs; school based mental health services, mentoring and counseling, including early identification of mental health symptoms, drug use and violence and appropriate referral to direct individual or group counselling

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

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

B. Employees

1. As a condition of employment in any federal grant, each employee who is engaged either directly or indirectly in performance of a federal grant shall abide by the terms of this policy and shall notify his or her supervisor in writing of his or her conviction of any criminal drug statute for a violation occurring in any of the places listed above on which work on a school district federal grant is performed, no later than five (5) calendar days after such conviction. Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.
2. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, termination, or discharge as deemed appropriate by the school board.
3. In addition, any employee who violates the terms of this policy may be required to satisfactorily participate in a drug and/or alcohol abuse assistance or rehabilitation program approved by the school district. Any employee who fails to satisfactorily participate in and complete such a program is subject to nonrenewal, suspension, or termination as deemed appropriate by the school board.
4. Sanctions against employees, including nonrenewal, suspension, termination, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.

C. The Public

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

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

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

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

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

— ACKNOWLEDGMENT —

DRUG-FREE WORKPLACE/DRUG-FREE SCHOOL POLICY

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

Dated: _____

Signature of Employee/Applicant

Typed or Printed Name

Adopted: _____

MSBA/MASA Model Policy 515

Orig. 1995

Revised: _____

Rev. 2022

515 PROTECTION AND PRIVACY OF PUPIL RECORDS

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

A. Authorized Representative

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

B. Biometric Record

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

C. Dates of Attendance

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

D. Directory Information

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

1. a student's social security number;
2. a student's identification number (ID), user ID, or other unique personal identifier used by a student for purposes of accessing or communicating in electronic systems if the identifier may be used to access education records without use of one or more factors that authenticate the student's identity such as a personal identification number (PIN), password, or other factor known or possessed only by the authorized user;
3. a student ID or other unique personal identifier that is displayed on a student ID badge if the identifier can be used to gain access to educational records when used in conjunction with one or more factors that authenticate the student's identity, such as a PIN, password, or other factor known or possessed only by the student;
4. personally identifiable data which references religion, race, color, social position, or nationality; or
5. data collected from nonpublic school students, other than those who receive shared time educational services, unless written consent is given by the student's parent or guardian.

[Note: This definition includes all of the types of information specifically referenced by state and federal law as directory information. A school district may choose not to designate some or all of the enumerated information as directory information. A school district also may add to the list of directory information, as long as the added data is not information that generally would be deemed as an invasion of privacy or information that references the student's religion, race, color, social position, or nationality. Federal law now allows a school district to specify that the disclosure of directory information will be limited to specific parties, for specific purposes, or both. The identity of those parties and/or purposes should be identified. To the extent a school district adds these restrictions, it must then limit its directory information disclosures to those individuals and/or purposes specified in this public notice. Procedures to address how these restrictions will be enforced by the school district are advised. Designation of directory information is an important policy decision for the local school board who must balance not only the privacy interests of the student against public disclosure but also the additional administrative requirements such restrictions on disclosures will place on the school district.]

E. Education Records

1. What constitutes "education records." Education records means those records that are: (1) directly related to a student; and (2) maintained by the school district or by a party acting for the school district.
2. What does not constitute education records. The term "education records" does not include:
 - a. Records of instructional personnel that are:
 - (1) kept in the sole possession of the maker of the record;
 - (2) used only as a personal memory aid;
 - (3) not accessible or revealed to any other individual except a temporary substitute teacher; and
 - (4) destroyed at the end of the school year.
 - b. Records of a law enforcement unit of the school district, provided education records maintained by the school district are not disclosed to the unit, and the law enforcement records are:
 - (1) maintained separately from education records;
 - (2) maintained solely for law enforcement purposes; and
 - (3) disclosed only to law enforcement officials of the same jurisdiction.
 - c. Records relating to an individual, including a student, who is employed by the school district which:
 - (1) are made and maintained in the normal course of business;
 - (2) relate exclusively to the individual in that individual's capacity as an employee; and
 - (3) are not available for use for any other purpose.

However, records relating to an individual in attendance at the school district who is employed as a result of his or her status as a student are education records.
 - d. Records relating to an eligible student, or a student attending an institution of post-secondary education, that are:
 - (1) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional or paraprofessional capacity or assisting in that capacity;
 - (2) made, maintained, or used only in connection with the provision of treatment to the student; and

(3) disclosed only to individuals providing the treatment; provided that the records can be personally reviewed by a physician or other appropriate professional of the student's choice. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are a part of the program of instruction within the school district.

e. Records created or received by the school district after an individual is no longer a student at the school district and that are not directly related to the individual's attendance as a student.

f. Grades on peer-related papers before the papers are collected and recorded by a teacher.

F. Education Support Services Data

"Education support services data" means data on individuals collected, created, maintained, used, or disseminated relating to programs administered by a government entity or entity under contract with a government entity designed to eliminate disparities and advance equities in educational achievement for youth by coordinating services available to participants, regardless of the youth's involvement with other government services. Education support services data does not include welfare data under Minnesota Statutes section 13.46.

Unless otherwise provided by law, all education support services data are private data on individuals and must not be disclosed except according to Minnesota Statutes section 13.05 or a court order.

G. Eligible Student

"Eligible student" means a student who has attained eighteen (18) years of age or is attending an institution of post-secondary education.

H. Juvenile Justice System

"Juvenile justice system" includes criminal justice agencies and the judiciary when involved in juvenile justice activities.

I. Legitimate Educational Interest

"Legitimate educational interest" includes an interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student, student health and welfare, and the ability to respond to a request for education data. It includes a person's need to know in order to:

1. Perform an administrative task required in the school or employee's contract or position description approved by the school board;
2. Perform a supervisory or instructional task directly related to the student's education;
3. Perform a service or benefit for the student or the student's family such as health care, counseling, student job placement, or student financial aid; or
4. Perform a task directly related to responding to a request for data.

J. Parent

"Parent" means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent of the student in the absence of a parent or guardian. The school district may presume the parent has the authority to exercise the rights provided herein, unless it has been provided with evidence that there is a state law or court order governing such matters as marriage dissolution, separation or child custody, or a legally binding instrument which provides to the contrary.

K. Personally Identifiable

"Personally identifiable" means that the data or information includes, but is not limited to: (a) a student's name; (b) the name of the student's parent or other family member; (c) the address of the student or student's family; (d) a personal identifier such as the student's social security number or student number or biometric record; (e) other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; (f) other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or (g) information requested by a person who the school district reasonably believes knows the identity of the student to whom the education record relates.

L. Record

"Record" means any information or data recorded in any way including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche.

M. Responsible Authority

"Responsible authority" means *[designate title and actual name of individual]*.

N. Student

"Student" includes any individual who is or has been in attendance, enrolled, or registered at the school district and regarding whom the school district maintains education records. Student also includes applicants for enrollment or registration at the school district and individuals who receive shared time educational services from the school district.

O. School Official

"School official" includes: (a) a person duly elected to the school board; (b) a person employed by the school board in an administrative, supervisory, instructional, or other professional position; (c) a person employed by the school board as a temporary substitute in a professional position for the period of his or her performance as a substitute; and (d) a person employed by, or under contract to, the school board to perform a special task such as a secretary, a clerk, a public information officer or data practices compliance official, an attorney, or an auditor for the period of his or her performance as an employee or contractor.

[Note: School districts may wish to reference police liaison officers in the definition of a "school official." Depending on the circumstances of the

relationship, this may be added in subpart (d) of the definition or in a new subpart (e). Caution should be used to ensure that police liaison officers are considered "school officials" only when performing duties as a police liaison officer and that they are trained as to their obligations pursuant to this policy. Consultation with the school district's legal counsel is recommended.]

P. Summary Data

"Summary data" means statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify the individual is ascertainable.

Q. Other Terms and Phrases

All other terms and phrases shall be defined in accordance with applicable state and federal law or ordinary customary usage.

IV. GENERAL CLASSIFICATION

State law provides that all data collected, created, received, or maintained by a school district are public unless classified by state or federal law as not public or private or confidential. State law classifies all data on individuals maintained by a school district which relates to a student as private data on individuals. This data may not be disclosed to parties other than the parent or eligible student without consent, except pursuant to a valid court order, certain state statutes authorizing access, and the provisions of FERPA and the regulations promulgated thereunder.

V. STATEMENT OF RIGHTS

A. Rights of Parents and Eligible Students

Parents and eligible students have the following rights under this policy:

1. The right to inspect and review the student's education records;
2. The right to request the amendment of the student's education records to ensure that they are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights;
3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that such consent is not required for disclosure pursuant to this policy, state or federal law, or the regulations promulgated thereunder;
4. The right to refuse release of names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions;
5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school district to comply with the federal law and the regulations promulgated thereunder;
6. The right to be informed about rights under the federal law; and
7. The right to obtain a copy of this policy at the location set forth in Section XXI. of this policy.

B. Eligible Students

All rights and protections given to parents under this policy transfer to the student when he or she reaches eighteen (18) years of age or enrolls in an institution of post-secondary education. The student then becomes an "eligible student." However, the parents of an eligible student who is also a "dependent student" are entitled to gain access to the education records of such student without first obtaining the consent of the student. In addition, parents of an eligible student may be given access to education records in connection with a health or safety emergency if the disclosure meets the conditions of any provision set forth in 34 Code of Federal Regulations section 99.31(a).

C. Students with a Disability

The school district shall follow 34 Code of Federal Regulations sections 300.610-300.617 with regard to the privacy, notice, access, recordkeeping, and accuracy of information related to students with a disability.

VI. DISCLOSURE OF EDUCATION RECORDS

A. Consent Required for Disclosure

1. The school district shall obtain a signed and dated written informed consent of the parent of a student or the eligible student before disclosing personally identifiable information from the education records of the student, except as provided herein.
2. The written consent required by this subdivision must be signed and dated by the parent of the student or the eligible student giving the consent and shall include:
 - a. a specification of the records to be disclosed;
 - b. the purpose or purposes of the disclosure;
 - c. the party or class of parties to whom the disclosure may be made;
 - d. the consequences of giving informed consent; and
 - e. if appropriate, a termination date for the consent.
3. When a disclosure is made under this subdivision:
 - a. if the parent or eligible student so requests, the school district shall provide him or her with a copy of the records disclosed; and
 - b. if the parent of a student who is not an eligible student so requests, the school district shall provide the student with a copy of the records disclosed.
4. A signed and dated written consent may include a record and signature in electronic form that:
 - a. identifies and authenticates a particular person as the source of the electronic consent; and

- b. indicates such person's approval of the information contained in the electronic consent.
- 5. If the responsible authority seeks an individual's informed consent to the release of private data to an insurer or the authorized representative of an insurer, informed consent shall not be deemed to have been given unless the statement is:
 - a. in plain language;
 - b. dated;
 - c. specific in designating the particular persons or agencies the data subject is authorizing to disclose information about the data subject;
 - d. specific as to the nature of the information the subject is authorizing to be disclosed;
 - e. specific as to the persons or agencies to whom the subject is authorizing information to be disclosed;
 - f. specific as to the purpose or purposes for which the information may be used by any of the parties named in Clause e. above, both at the time of the disclosure and at any time in the future; and
 - g. specific as to its expiration date which should be within a reasonable time, not to exceed one year except in the case of authorizations given in connection with applications for: (i) life insurance or noncancellable or guaranteed renewable health insurance and identified as such, two years after the date of the policy, or (ii) medical assistance under Minnesota Statutes chapter 256B or Minnesota Care under Minnesota Statutes chapter 256L, which shall be ongoing during all terms of eligibility, for individualized education program health-related services provided by a school district that are subject to third party reimbursement.

6. Eligible Student Consent

Whenever a student has attained eighteen (18) years of age or is attending an institution of post-secondary education, the rights accorded to and the consent required of the parent of the student shall thereafter only be accorded to and required of the eligible student, except as provided in Section V. of this policy.

B. Prior Consent for Disclosure Not Required

The school district may disclose personally identifiable information from the education records of a student without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

- 1. To other school officials, including teachers, within the school district whom the school district determines have a legitimate educational interest in such records;
- 2. To a contractor, consultant, volunteer, or other party to whom the school district has outsourced institutional services or functions provided that the outside party:

- a. performs an institutional service or function for which the school district would otherwise use employees;
 - b. is under the direct control of the school district with respect to the use and maintenance of education records; and
 - c. will not disclose the information to any other party without the prior consent of the parent or eligible student and uses the information only for the purposes for which the disclosure was made;
- 3. To officials of other schools, school districts, or post-secondary educational institutions in which the student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer. The records shall include information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, and with proper annual notice (see Section XIX.), suspension and expulsion information pursuant to section 7917 of the federal Every Student Succeeds Act, 20 United States Code section 7917, *[insert the following if the school district has a policy regarding Staff Notification of Violent Behavior by Students]* and, if applicable, data regarding a student's history of violent behavior. The records also shall include a copy of any probable cause notice or any disposition or court order under Minnesota Statutes section 260B.171, unless the data are required to be destroyed under Minnesota Statutes section 120A.22, subdivision 7(c) or section 121A.75. On request, the school district will provide the parent or eligible student with a copy of the education records that have been transferred and provide an opportunity for a hearing to challenge the content of those records in accordance with Section XV. of this policy;
- 4. To authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or the Commissioner of the State Department of Education or his or her representative, subject to the conditions relative to such disclosure provided under federal law;
- 5. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:
 - a. determine eligibility for the aid;
 - b. determine the amount of the aid;
 - c. determine conditions for the aid; or
 - d. enforce the terms and conditions of the aid.

"Financial aid" for purposes of this provision means a payment of funds provided to an individual or a payment in kind of tangible or intangible property to the individual that is conditioned on the individual's attendance at an educational agency or institution;
- 6. To state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:
 - a. before November 19, 1974, if the allowed reporting or disclosure

concerns the juvenile justice system and such system's ability to effectively serve the student whose records are released; or

- b. after November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the school district that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent of the student. At a minimum, the school district shall disclose the following information to the juvenile justice system under this paragraph: a student's full name, home address, telephone number, and date of birth; a student's school schedule, attendance record, and photographs, if any; and parents' names, home addresses, and telephone numbers;
7. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization who have a legitimate interest in the information, the information is destroyed when no longer needed for the purposes for which the study was conducted, and the school district enters into a written agreement with the organization that: (a) specifies the purpose, scope, and duration of the study or studies and the information to be disclosed; (b) requires the organization to use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in the written agreement; (c) requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests; and (d) requires the organization to destroy all personally identifiable information when information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be destroyed. For purposes of this provision, the term, "organizations," includes, but is not limited to, federal, state, and local agencies and independent organizations. In the event the Department of Education determines that a third party outside of the school district to whom information is disclosed violates this provision, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years;
8. To accrediting organizations in order to carry out their accrediting functions;
9. To parents of a student eighteen (18) years of age or older if the student is a dependent of the parents for income tax purposes;
10. To comply with a judicial order or lawfully issued subpoena, provided, however, that the school district makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance therewith so that the parent or eligible student may seek protective action, unless the disclosure is in compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed, or the disclosure is in compliance with an ex parte court order obtained by the United States Attorney General (or

designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code section 2332b(g)(5)(B), an act of domestic or international terrorism as defined in 18 U.S.C. § 2331, or a parent is a party to a court proceeding involving child abuse and neglect or dependency matters, and the order is issued in the context of the proceeding. If the school district initiates legal action against a parent or student, it may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the school district to proceed with the legal action as a plaintiff. Also, if a parent or eligible student initiates a legal action against the school district, the school district may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the school district to defend itself;

11. To appropriate parties, including parents of an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health, including the mental health, or safety of the student or other individuals. The decision is to be based upon information available at the time the threat occurs that indicates that there is an articulable and significant threat to the health or safety of a student or other individuals. In making a determination whether to disclose information under this section, the school district may take into account the totality of the circumstances pertaining to a threat and may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other students. A record of this disclosure must be maintained pursuant to Section XIII.E. of this policy. In addition, an educational agency or institution may include in the education records of a student appropriate information concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the school district and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student;
12. To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals;
13. Information the school district has designated as "directory information" pursuant to Section VII. of this policy;
14. To military recruiting officers and post-secondary educational institutions pursuant to Section XI. of this policy;
15. To the parent of a student who is not an eligible student or to the student himself or herself;
16. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiologic investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted;
17. To volunteers who are determined to have a legitimate educational interest in the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students;

18. To the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student:
- a. the following information about a student must be disclosed: a student's full name, home address, telephone number, date of birth; a student's school schedule, daily attendance record, and photographs, if any; and any parents' names, home addresses, and telephone numbers;
 - b. the existence of the following information about a student, not the actual data or other information contained in the student's education record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student: (1) use of a controlled substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage to property. Prior to releasing this information, the principal or chief administrative officer of a school who receives such a request must, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the school official must respond to the request for information.

The written requests of the juvenile justice system member(s), as well as a record of any release, must be maintained in the student's file;

19. To the principal where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by a superintendent under Minnesota Statutes section 260B.171, subdivision 3. The principal must notify the counselor immediately and must place the disposition order in the student's permanent education record. The principal also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or progress of the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other school district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student, outline the offense, and describe any conditions of probation about which the school must provide information if this information is provided in the disposition order. Disposition order information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information may not be further disseminated by the counselor, teacher, administrator, staff member, substitute, or volunteer except as necessary to

serve the student, to protect students and staff, or as otherwise required by law, and only to the student or the student's parent or guardian;

20. To the principal where the student attends if it is information from a peace officer's record of children received by a superintendent under Minnesota Statutes section 260B.171, subdivision 5. The principal must place the information in the student's education record. The principal also must notify immediately any teacher, counselor, or administrator directly supervising the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student and describe the alleged offense if this information is provided in the peace officer's notice. Peace officer's record information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information must not be further disseminated by the counselor, teacher administrator, staff member, substitute, or volunteer except to communicate with the student or the student's parent or guardian as necessary to serve the student, to protect students and staff, or as otherwise required by law.

The principal must delete the peace officer's record from the student's education record, destroy the data, and make reasonable efforts to notify any teacher, counselor, staff member, administrator, substitute, or volunteer who received information from the peace officer's record if the county attorney determines not to proceed with a petition or directs the student into a diversion or mediation program or if a juvenile court makes a decision on a petition and the county attorney or juvenile court notifies the superintendent of such action;

21. To the Secretary of Agriculture, or authorized representative from the Food and Nutrition Service or contractors acting on behalf of the Food and Nutrition Service, for the purposes of conducting program monitoring, evaluations, and performance measurements of state and local educational and other agencies and institutions receiving funding or providing benefits of one or more programs authorized under the National School Lunch Act or the Child Nutrition Act of 1966 for which the results will be reported in an aggregate form that does not identify any individual, on the conditions that: (a) any data collected shall be protected in a manner that will not permit the personal identification of students and their parents by other than the authorized representatives of the Secretary; and (b) any personally identifiable data shall be destroyed when the data are no longer needed for program monitoring, evaluations, and performance measurements; or
22. To an agency caseworker or other representative of a State or local child welfare agency, or tribal organization (as defined in 25 United States Code section 5304), who has the right to access a student's case plan, as defined and determined by the State or tribal organization, when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such

agency or organization to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student's education records.

C. Nonpublic School Students

The school district may disclose personally identifiable information from the education records of a nonpublic school student, other than a student who receives shared time educational services, without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

1. Pursuant to a valid court order;
2. Pursuant to a statute specifically authorizing access to the private data; or
3. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiological investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted.

VII. RELEASE OF DIRECTORY INFORMATION

A. Classification

Directory information is public except as provided herein.

B. Former Students

Unless a former student validly opted out of the release of directory information while the student was in attendance and has not rescinded the opt out request at any time, the school district may disclose directory information from the education records generated by it regarding the former student without meeting the requirements of Paragraph C. of this section. In addition, under an explicit exclusion from the definition of an "education record," the school district may release records that only contain information about an individual obtained after he or she is no longer a student at the school district and that are not directly related to the individual's attendance as a student (e.g., a student's activities as an alumnus of the school district).

C. Present Students and Parents

The school district may disclose directory information from the education records of a student and information regarding parents without prior written consent of the parent of the student or eligible student, except as provided herein. Prior to such disclosure the school district shall:

1. Annually give public notice by any means that are reasonably likely to inform the parents and eligible students of:
 - a. the types of personally identifiable information regarding students and/or parents that the school district has designated as directory information;
 - b. the parent's or eligible student's right to refuse to let the school district designate any or all of those types of information about the student and/or the parent as directory information; and

- c. the period of time in which a parent or eligible student has to notify the school district in writing that he or she does not want any or all of those types of information about the student and/or the parent designated as directory information.

[Note: Federal law allows a school district to specify that the disclosure of directory information will be limited to specific parties, for specific purposes, or both. If the school district chooses to impose these limitations, it is advisable to add a new paragraph VII.C.1.d. that specifies that disclosures of directory information will be limited to specific parties and/or for specific purposes and identify those parties and/or purposes. To the extent a school district adds these restrictions, it must then limit its directory information disclosures to those individuals and/or purposes specified in this public notice. Procedures to address how these restrictions will be enforced by the school district are advised. This is an important policy decision for the local school board which must balance not only the privacy interests of the student against public disclosure, but also the additional administrative requirements such restrictions will place on the school district.]

2. Allow a reasonable period of time after such notice has been given for a parent or eligible student to inform the school district in writing that any or all of the information so designated should not be disclosed without the parent's or eligible student's prior written consent, except as provided in Section VI. of this policy.
3. A parent or eligible student may not opt out of the directory information disclosures to:
 - a. prevent the school district from disclosing or requiring the student to disclose the student's name, ID, or school district e-mail address in a class in which the student is enrolled; or
 - b. prevent the school district from requiring a student to wear, to display publicly, or to disclose a student ID card or badge that exhibits information that may be designated as directory information and that has been properly designated by the school district as directory information.
4. The school district shall not disclose or confirm directory information without meeting the written consent requirements contained in Section VI.A. of this policy if a student's social security number or other non-directory information is used alone or in combination with other data elements to identify or help identify the student or the student's records.

D. Procedure for Obtaining Nondisclosure of Directory Information

The parent's or eligible student's written notice shall be directed to the responsible authority and shall include the following:

1. Name of the student and/or parent, as appropriate;
2. Home address;
3. School presently attended by student;
4. Parent's legal relationship to student, if applicable; and

5. Specific categories of directory information to be made not public without the parent's or eligible student's prior written consent, which shall only be applicable for that school year.

E. Duration

The designation of any information as directory information about a student or parents will remain in effect for the remainder of the school year unless the parent or eligible student provides the written notifications provided herein.

VIII. DISCLOSURE OF PRIVATE RECORDS

A. Private Records

For the purposes herein, education records are records which are classified as private data on individuals by state law and which are accessible only to the student who is the subject of the data and the student's parent if the student is not an eligible student. The school district may not disclose private records or their contents except as summary data, or except as provided in Section VI. of this policy, without the prior written consent of the parent or the eligible student. The school district will use reasonable methods to identify and authenticate the identity of parents, students, school officials, and any other party to whom personally identifiable information from education records is disclosed.

B. Private Records Not Accessible to Parent

In certain cases, state law intends, and clearly provides, that certain information contained in the education records of the school district pertaining to a student be accessible to the student alone, and to the parent only under special circumstances, if at all.

1. The responsible authority may deny access to private data by a parent when a minor student who is the subject of that data requests that the responsible authority deny such access. The minor student's request must be submitted in writing setting forth the reasons for denying access to the parent and must be signed by the minor. Upon receipt of such request the responsible authority shall determine if honoring the request to deny the parent access would be in the best interest of the minor data subject. In making this determination the responsible authority shall consider the following factors:
 - a. whether the minor is of sufficient age and maturity to be able to explain the reasons for and understand the consequences of the request to deny access;
 - b. whether the personal situation of the minor is such that denying parental access may protect the minor data subject from physical or emotional harm;
 - c. whether there are grounds for believing that the minor data subject's reasons for precluding parental access are reasonably accurate;
 - d. whether the data in question is of such a nature that disclosure of it to the parent may lead to physical or emotional harm to the minor data subject; and

- e. whether the data concerns medical, dental or other health services provided pursuant to Minnesota Statutes sections 144.341-144.347, in which case the data may be released only if the failure to inform the parent would seriously jeopardize the health of the minor.

C. Private Records Not Accessible to Student

Students shall not be entitled to access to private data concerning financial records and statements of the student's parent or any information contained therein.

D. Military-Connected Youth Identifier

When a school district updates its enrollment forms in the ordinary course of business, the school district must include a box on the enrollment form to allow students to self-identify as a military-connected youth. For purposes of this section, a "military-connected youth" means having an immediate family member, including a parent or sibling, who is currently in the armed forces either as a reservist or on active duty or has recently retired from the armed forces. Data collected under this provision is private data on individuals, but summary data may be published by the Department of Education.

IX. DISCLOSURE OF CONFIDENTIAL RECORDS

A. Confidential Records

Confidential records are those records and data contained therein which are made not public by state or federal law, and which are inaccessible to the student and the student's parents or to an eligible student.

B. Reports Under the Maltreatment of Minors Reporting Act

Pursuant to Minnesota Statutes Chapter 260E , written copies of reports pertaining to a neglected and/or physically and/or sexually abused child shall be accessible only to the appropriate welfare and law enforcement agencies. In respect to other parties, such data shall be confidential and will not be made available to the parent or the subject individual by the school district. The subject individual, however, may obtain a copy of the report from either the local welfare agency, county sheriff, or the local police department subject to the provisions of Minnesota Statutes Chapter 260E.

Regardless of whether a written report is made under Minnesota Statutes Chapter 260E, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.

C. Investigative Data

Data collected by the school district as part of an active investigation undertaken for the purpose of the commencement or defense of pending civil legal action, or are retained in anticipation of a pending civil legal action are classified as protected nonpublic data in the case of data not on individuals, and confidential data in the case of data on individuals.

1. The school district may make any data classified as protected non-public or confidential pursuant to this subdivision accessible to any person, agency, or

the public if the school district determines that such access will aid the law enforcement process, promote public health or safety, or dispel widespread rumor or unrest.

2. A complainant has access to a statement he or she provided to the school district.
3. Parents or eligible students may have access to investigative data of which the student is the subject, but only to the extent the data is not inextricably intertwined with data about other school district students, school district employees, and/or attorney data as defined in Minnesota Statutes section 13.393.
4. Once a civil investigation becomes inactive, civil investigative data becomes public unless the release of the data would jeopardize another pending civil legal action, except for those portions of such data that are classified as not public data under state or federal law. Any civil investigative data presented as evidence in court or made part of a court record shall be public. For purposes of this provision, a civil investigation becomes inactive upon the occurrence of any of the following events:
 - a. a decision by the school district, or by the chief attorney for the school district, not to pursue the civil legal action. However, such investigation may subsequently become active if the school district or its attorney decides to renew the civil legal action;
 - b. the expiration of the time to file a complaint under the statute of limitations or agreement applicable to the civil legal action; or
 - c. the exhaustion or expiration of rights of appeal by either party to the civil legal action.
5. A "pending civil legal action" for purposes of this subdivision is defined as including, but not limited to, judicial, administrative, or arbitration proceedings.

D. Chemical Abuse Records

To the extent the school district maintains records of the identity, diagnosis, prognosis, or treatment of any student which are maintained in connection with the performance of any drug abuse prevention function conducted, regulated, or directly or indirectly assisted by any department or agency of the United States, such records are classified as confidential and shall be disclosed only for the purposes and under the circumstances expressly authorized by law.

X. DISCLOSURE OF SCHOOL RECORDS PRIOR TO EXCLUSION OR EXPULSION HEARING

At a reasonable time prior to any exclusion or expulsion hearing, the student and the student's parent or guardian or representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the action proposed by the school district may be based, pursuant to the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes section 121A.40, *et seq.*

XI. DISCLOSURE OF DATA TO MILITARY RECRUITING OFFICERS AND POST-SECONDARY EDUCATIONAL INSTITUTIONS

- A. The school district will release the names, addresses, electronic mail address (which shall be the electronic mail addresses provided by the school district, if available, that may be released to military recruiting officers only), and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions within sixty (60) days after the date of the request unless a parent or eligible student has refused in writing to release this data pursuant to Paragraph C. below.
- B. Data released to military recruiting officers under this provision:
 - 1. may be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military;
 - 2. cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces; and
 - 3. copying fees shall not be imposed.
- C. A parent or eligible student has the right to refuse the release of the name, address, electronic mail addresses (which shall be the electronic mail addresses provided by the school, if available, that may be released to military recruiting officers only) or home telephone number to military recruiting officers and post-secondary educational institutions. To refuse the release of the above information to military recruiting officers and post-secondary educational institutions, a parent or eligible student must notify the responsible authority [*designate title of individual, i.e., building principal*] in writing by [*date*] each year. The written request must include the following information:
 - 1. Name of student and parent, as appropriate;
 - 2. Home address;
 - 3. Student's grade level;
 - 4. School presently attended by student;
 - 5. Parent's legal relationship to student, if applicable;
 - 6. Specific category or categories of information which are not to be released to military recruiting officers and post-secondary educational institutions; and
 - 7. Specific category or categories of information which are not to be released to the public, including military recruiting officers and post-secondary educational institutions.
- D. Annually, the school district will provide public notice by any means that are reasonably likely to inform the parents and eligible students of their rights to refuse to release the names, addresses, and home phone numbers of students in grades 11 and 12 without prior consent.
- E. A parent or eligible student's refusal to release the above information to military recruiting officers and post-secondary educational institutions does not affect the school

district's release of directory information to the rest of the public, which includes military recruiting officers and post-secondary educational institutions. In order to make any directory information about a student private, the procedures contained in Section VII. of this policy also must be followed. Accordingly, to the extent the school district has designated the name, address, home phone number, and grade level of students as directory information, absent a request from a parent or eligible student not to release such data, this information will be public data and accessible to members of the public, including military recruiting officers and post-secondary educational institutions.

XII. LIMITS ON REDISCLOSURE

A. Redisclosure

Consistent with the requirements herein, the school district may only disclose personally identifiable information from the education records of a student on the condition that the party to whom the information is to be disclosed will not disclose the information to any other party without the prior written consent of the parent of the student or the eligible student, except that the officers, employees, and agents of any party receiving personally identifiable information under this section may use the information, but only for the purposes for which the disclosure was made.

B. Redisclosure Not Prohibited

1. Subdivision A. of this section does not prevent the school district from disclosing personally identifiable information under Section VI. of this policy with the understanding that the party receiving the information may make further disclosures of the information on behalf of the school district provided:
 - a. The disclosures meet the requirements of Section VI. of this policy; and
 - b. The school district has complied with the record-keeping requirements of Section XIII. of this policy.
2. Subdivision A. of this section does not apply to disclosures made pursuant to court orders or lawfully issued subpoenas or litigation, to disclosures of directory information, to disclosures to a parent or student or to parents of dependent students, or to disclosures concerning sex offenders and other individuals required to register under 42 United States Code section 14071. However, the school district must provide the notification required in Section XII.D. of this policy if a redisclosure is made based upon a court order or lawfully issued subpoena.

[Note: 42 United States Code section§ 14071 was repealed. School districts should retain this statutory reference, however, as it remains a reference in FERPA and the Minnesota Government Data Practices Act and still may apply to individuals required to register prior to the repeal of this law.]

C. Classification of Disclosed Data

The information disclosed shall retain the same classification in the hands of the party receiving it as it had in the hands of the school district.

D. Notification

The school district shall inform the party to whom a disclosure is made of the

requirements set forth in this section, except for disclosures made pursuant to court orders or lawfully issued subpoenas, disclosure of directory information under Section VII. of this policy, disclosures to a parent or student, or disclosures to parents of a dependent student. In the event that the Family Policy Compliance Office determines that a state or local educational authority, a federal agency headed by an official listed in 34 Code of Federal Regulations section 99.31(a)(3), or an authorized representative of a state or local educational authority or a federal agency headed by an official listed in section 99.31(a)(3), or a third party outside of the school district improperly rediscloses personally identifiable information from education records or fails to provide notification required under this section of this policy, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years.

XIII. RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING

A. Responsible Authority

The responsible authority shall be responsible for the maintenance and security of student records.

B. Record Security

The principal of each school subject to the supervision and control of the responsible authority shall be the records manager of the school, and shall have the duty of maintaining and securing the privacy and/or confidentiality of student records.

C. Plan for Securing Student Records

The building principal shall submit to the responsible authority a written plan for securing students records by September 1 of each school year. The written plan shall contain the following information:

1. A description of records maintained;
2. Titles and addresses of person(s) responsible for the security of student records;
3. Location of student records, by category, in the buildings;
4. Means of securing student records; and
5. Procedures for access and disclosure.

D. Review of Written Plan for Securing Student Records

The responsible authority shall review the plans submitted pursuant to Paragraph C. of this section for compliance with the law, this policy, and the various administrative policies of the school district. The responsible authority shall then promulgate a chart incorporating the provisions of Paragraph C. which shall be attached to and become a part of this policy.

E. Record Keeping

1. The principal shall, for each request for and each disclosure of personally identifiable information from the education records of a student, maintain a record, with the education records of the student, that indicates:

- a. the parties who have requested or received personally identifiable information from the education records of the student;
 - b. the legitimate interests these parties had in requesting or obtaining the information; and
 - c. the names of the state and local educational authorities and federal officials and agencies listed in Section VI.B.4. of this policy that may make further disclosures of personally identifiable information from the student's education records without consent.
2. In the event the school district discloses personally identifiable information from an education record of a student pursuant to Section XII.B. of this policy, the record of disclosure required under this section shall also include:
 - a. the names of the additional parties to which the receiving party may disclose the information on behalf of the school district;
 - b. the legitimate interests under Section VI. of this policy which each of the additional parties has in requesting or obtaining the information; and
 - c. a copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in Section VI.B.4. of this policy in accordance with 34 Code of Federal Regulations section 99.32 and to whom the school district disclosed information from an education record. The school district shall request a copy of the record of further disclosures from a state or local educational authority or federal official or agency to whom education records were disclosed upon a request from a parent or eligible student to review the record of requests for disclosure.
3. Section XIII.E.1. does not apply to requests by or disclosure to a parent of a student or an eligible student, disclosures pursuant to the written consent of a parent of a student or an eligible student, requests by or disclosures to other school officials under Section VI.B.1. of this policy, to requests for disclosures of directory information under Section VII. of this policy, or to a party seeking or receiving the records as directed by a federal grand jury or other law enforcement subpoena and the issuing court or agency has ordered that the existence or the contents of the subpoena or the information provided in response to the subpoena not be disclosed or as directed by an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code section 2332b(g)(5)(B) or an act of domestic or international terrorism.

[Note: While Section XIII.E.1. does not apply to requests for or disclosures of directory information under Section VII. of this policy, to the extent the school district chooses to limit the disclosure of directory information to specific parties, for specific purposes, or both, it is advisable that records be kept to identify the party to whom the disclosure was made and/or purpose for the disclosure.]
4. The record of requests of disclosures may be inspected by:

- a. the parent of the student or the eligible student;
 - b. the school official or his or her assistants who are responsible for the custody of the records; and
 - c. the parties authorized by law to audit the record-keeping procedures of the school district.
- 5. The school district shall record the following information when it discloses personally identifiable information from education records under the health or safety emergency exception:
 - a. the articulable and significant threat to the health or safety of a student or other individual that formed the basis for the disclosure; and
 - b. the parties to whom the school district disclosed the information.
- 6. The record of requests and disclosures shall be maintained with the education records of the student as long as the school district maintains the student's education records.

XIV. RIGHT TO INSPECT AND REVIEW EDUCATION RECORDS

A. Parent of a Student, an Eligible Student or the Parent of an Eligible Student Who is Also a Dependent Student

The school district shall permit the parent of a student, an eligible student, or the parent of an eligible student who is also a dependent student who is or has been in attendance in the school district to inspect or review the education records of the student, except those records which are made confidential by state or federal law or as otherwise provided in Section VIII. of this policy.

B. Response to Request for Access

The school district shall respond to any request pursuant to Subdivision A. of this section immediately, if possible, or within ten (10) days of the date of the request, excluding Saturdays, Sundays, and legal holidays.

C. Right to Inspect and Review

The right to inspect and review education records under Subdivision A. of this section includes:

- 1. The right to a response from the school district to reasonable requests for explanations and interpretations of records; and
- 2. If circumstances effectively prevent the parent or eligible student from exercising the right to inspect and review the education records, the school district shall provide the parent or eligible student with a copy of the records requested or make other arrangements for the parent or eligible student to inspect and review the requested records.
- 3. Nothing in this policy shall be construed as limiting the frequency of inspection of the education records of a student with a disability by the student's parent or guardian or by the student upon the student reaching the age of majority.

D. Form of Request

Parents or eligible students shall submit to the school district a written request to inspect education records which identify as precisely as possible the record or records he or she wishes to inspect.

E. Collection of Student Records

If a student's education records are maintained in more than one location, the responsible authority may collect copies of the records or the records themselves from the various locations so they may be inspected at one site. However, if the parent or eligible student wishes to inspect these records where they are maintained, the school district shall attempt to accommodate those wishes. The parent or eligible student shall be notified of the time and place where the records may be inspected.

F. Records Containing Information on More Than One Student

If the education records of a student contain information on more than one student, the parent or eligible student may inspect and review or be informed of only the specific information which pertains to that student.

G. Authority to Inspect or Review

The school district may presume that either parent of the student has authority to inspect or review the education records of a student unless the school district has been provided with evidence that there is a legally binding instrument or a state law or court order governing such matters as marriage dissolution, separation, or custody which provides to the contrary.

H. Fees for Copies of Records

1. The school district shall charge a reasonable fee for providing photocopies or printed copies of records unless printing a copy is the only method to provide for the inspection of data. In determining the amount of the reasonable fee, the school district shall consider the following:
 - a. the cost of materials, including paper, used to provide the copies;
 - b. the cost of the labor required to prepare the copies;
 - c. any schedule of standard copying charges established by the school district in its normal course of operations;
 - d. any special costs necessary to produce such copies from machine-based record-keeping systems, including but not limited to computers and microfilm systems; and
 - e. mailing costs.
2. If 100 or fewer pages of black and white, letter or legal size paper copies are requested, actual costs shall not be used, and, instead, the charge shall be no more than 25 cents for each page copied.
3. The cost of providing copies shall be borne by the parent or eligible student.

4. The responsible authority, however, may not impose a fee for a copy of an education record made for a parent or eligible student if doing so would effectively prevent or, in the case of a student with a disability, impair the parent or eligible student from exercising their right to inspect or review the student's education records.

XV. REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA

A. Request to Amend Education Records

The parent of a student or an eligible student who believes that information contained in the education records of the student is inaccurate, misleading, or violates the privacy rights of the student may request that the school district amend those records.

1. The request shall be in writing, shall identify the item the requestor believes to be inaccurate, misleading, or in violation of the privacy or other rights of the student, shall state the reason for this belief, and shall specify the correction the requestor wishes the school district to make. The request shall be signed and dated by the requestor.
2. The school district shall decide whether to amend the education records of the student in accordance with the request within thirty (30) days after receiving the request.
3. If the school district decides to refuse to amend the education records of the student in accordance with the request, it shall inform the parent of the student or the eligible student of the refusal and advise the parent or eligible student of the right to a hearing under Subdivision B. of this section.

B. Right to a Hearing

If the school district refuses to amend the education records of a student, the school district, on request, shall provide an opportunity for a hearing in order to challenge the content of the student's education records to ensure that information in the education records of the student is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student. A hearing shall be conducted in accordance with Subdivision C. of this section.

1. If, as a result of the hearing, the school district decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall amend the education records of the student accordingly and so inform the parent of the student or the eligible student in writing.
2. If, as a result of the hearing, the school district decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why he or she disagrees with the decision of the school district, or both.
3. Any statement placed in the education records of the student under Subdivision B. of this section shall:
 - a. be maintained by the school district as part of the education records of

the student so long as the record or contested portion thereof is maintained by the school district; and

- b. if the education records of the student or the contested portion thereof is disclosed by the school district to any party, the explanation shall also be disclosed to that party.

C. Conduct of Hearing

1. The hearing shall be held within a reasonable period of time after the school district has received the request, and the parent of the student or the eligible student shall be given notice of the date, place, and time reasonably in advance of the hearing.
2. The hearing may be conducted by any individual, including an official of the school district who does not have a direct interest in the outcome of the hearing. The school board attorney shall be in attendance to present the school board's position and advise the designated hearing officer on legal and evidentiary matters.
3. The parent of the student or eligible student shall be afforded a full and fair opportunity for hearing to present evidence relative to the issues raised under Subdivisions A. and B. of this section and may be assisted or represented by individuals of his or her choice at his or her own expense, including an attorney.
4. The school district shall make a decision in writing within a reasonable period of time after the conclusion of the hearing. The decision shall be based solely on evidence presented at the hearing and shall include a summary of evidence and reasons for the decision.

D. Appeal

The final decision of the designated hearing officer may be appealed in accordance with the applicable provisions of Minnesota Statutes chapter 14 relating to contested cases.

XVI. PROBLEMS ACCESSING DATA

- A. The data practices compliance official is the designated employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.
- B. Data practices compliance official means *[designate title and actual name of individual]*.
- C. Any request by an individual with a disability for reasonable modifications of the school district's policies or procedures for purposes of accessing records shall be made to the data practices compliance official.

XVII. COMPLAINTS FOR NONCOMPLIANCE WITH FERPA

A. Where to File Complaints

Complaints regarding alleged violations of rights accorded parents and eligible students by FERPA, and the rules promulgated thereunder, shall be submitted in writing to the U.S. Department of Education, Student Privacy Policy Office, 400 Maryland Avenue S.W.,

Washington, D.C. 20202-8520.

B. Content of Complaint

A complaint filed pursuant to this section must contain specific allegations of fact giving reasonable cause to believe that a violation of FERPA and the rules promulgated thereunder has occurred.

XVIII. WAIVER

A parent or eligible student may waive any of his or her rights provided herein pursuant to FERPA. A waiver shall not be valid unless in writing and signed by the parent or eligible student. The school district may not require such a waiver.

XIX. ANNUAL NOTIFICATION OF RIGHTS

A. Contents of Notice

The school district shall give parents of students currently in attendance and eligible students currently in attendance annual notice by such means as are reasonably likely to inform the parents and eligible students of the following:

1. That the parent or eligible student has a right to inspect and review the student's education records and the procedure for inspecting and reviewing education records;
2. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights and the procedure for requesting amendment of records;
3. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosure without consent;
4. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of FERPA and the rules promulgated thereunder;
5. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest for purposes of disclosing education records to other school officials whom the school district has determined to have legitimate educational interests; and
6. That the school district forwards education records on request to a school in which a student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment or transfer and that such records may include suspension and expulsion records pursuant to the federal Every Student Succeeds Act and, if applicable, a student's history of violent behavior.

B. Notification to Parents of Students Having a Primary Home Language Other Than English

The school district shall provide for the need to effectively notify parents of students

identified as having a primary or home language other than English.

C. Notification to Parents or Eligible Students Who are Disabled

The school district shall provide for the need to effectively notify parents or eligible students identified as disabled.

XX. DESTRUCTION AND RETENTION OF RECORDS

Destruction and retention of records by the school district shall be controlled by state and federal law.

XXI. COPIES OF POLICY

Copies of this policy may be obtained by parents and eligible students at the superintendent's office.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.393 (Attorneys)
Minn. Stat. Ch. 14 (Administrative Procedures Act)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)
Minn. Stat. § 121A.75 (Receipt of Records; Sharing)
Minn. Stat. § 127A.852 (Military-Connected Youth Identifier)
Minn. Stat. § 144.341-144.347 (Consent of Minors for Health Services)
Minn. Stat. Ch. 256B (Medical Assistance for Needy Persons)
Minn. Stat. Ch. 256L (MinnesotaCare)
Minn. Stat. § 260B.171, Subds. 3 and 5 (Disposition Order and Peace Officer Records of Children)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
Minn. Stat. § 363A.42 (Public Records; Accessibility)
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)
10 U.S.C. § 503(b) and (c) (Enlistments: Recruiting Campaigns; Compilation of Directory Information)
18 U.S.C. § 2331 (Definitions)
18 U.S.C. § 2332b (Acts of Terrorism Transcending National Boundaries)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
20 U.S.C. § 6301 *et seq.* (Every Student Succeeds Act)
20 U.S.C. § 7908 (Armed Forces Recruiting Information)
20 U.S.C. § 7917 (Transfer of School Disciplinary Records)
25 U.S.C. § 5304 (Definitions – Tribal Organization)
26 U.S.C. §§ 151 and 152 (Internal Revenue Code)
42 U.S.C. § 1711 *et seq.* (Child Nutrition Act)
42 U.S.C. § 1751 *et seq.* (Richard B. Russell National School Lunch Act)
34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)
34 C.F.R. § 300.610-300.627 (Confidentiality of Information)
42 C.F.R. § 2.1 *et seq.* (Confidentiality of Drug Abuse Patient Records)
Gonzaga University v. Doe, 536 U.S. 273 309 (2002)
Dept. of Admin. Advisory Op. No. 21-008 (December 8, 2021)

Cross References: MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)

MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)
MSBA/MASA Model Policy 520 (Student Surveys)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 722 (Public Data Requests)
MSBA/MASA Model Policy 906 (Community Notification of Predatory Offenders)
MSBA School Law Bulletin "I" (School Records – Privacy – Access to Data)

PUBLIC NOTICE

Independent School District No. _____ gives notice to parents of students currently in attendance in the District, and eligible students currently in attendance in the District, of their rights regarding pupil records.

1. Parents and eligible students are hereby informed that they have the following rights:
 - a. That a parent or eligible student has a right to inspect and review the student's education records within 45 days after the day the request for access is received by the school district. A parent or eligible student should submit to the school district a written request to inspect education records which identify as precisely as possible the record or records he or she wishes to inspect. The parent or eligible student will be notified of the time and place where the records may be inspected;
 - b. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy rights. A parent or eligible student may ask the school district to amend a record that they believe is inaccurate or misleading. The request shall be in writing, identify the item the parent or eligible student believes to be inaccurate, misleading, or in violation of the privacy rights of the student, shall state the reason for this belief, and shall specify the correction the parent or eligible student wishes the school district to make. The request shall be signed by the parent or eligible student. If the school district decides not to amend the record as requested by the parent or eligible student, the school district will notify the parent or eligible student of the decision and advise him or her of the right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing;
 - c. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosures without consent;
 - d. That the school district may disclose education records to other school officials within the school district if the school district has determined they have legitimate educational interests. For purposes of such disclosure, a "school official" is a person employed by the school district as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or other employee; a person serving on the school board; a person or company with whom the school district has consulted to perform a specific task (such as an attorney, auditor, medical consultant, therapist, public information officer, or data practices compliance official); or a parent or student serving on an official committee, such as a disciplinary or grievance committee; or any individual assisting a school official in the performance of his or her tasks. A school official has a "legitimate educational interest" if the individual needs to review an education record in order to fulfill his or her professional responsibility and includes, but is not limited to, an interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student, and student health and welfare and the ability to respond to a request for educational data;

- e. That the school district forwards education records on request to a school or post-secondary educational institution in which a student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student's enrollment, including information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, suspension and expulsion information pursuant to 20 U.S.C. § 7917, part of the federal Every Student Succeeds Act *[insert the following bracketed phrase if the school district has a policy regarding Staff Notification of Violent Behavior by Students]* [and data regarding a student's history of violent behavior,] and any disposition order which adjudicates the student as delinquent for committing an illegal act on school district property and certain other illegal acts;
- f. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of 20 U.S.C. § 1232g and the rules promulgated thereunder. The name and address of the office that administers the Family Education Rights and Privacy Act is:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue S.W.
Washington, D.C. 20202

[optional]

- g. That the parent or eligible student has a right to obtain a copy of the school district's policy regarding the protection and privacy of pupil records; and

[optional]

- h. That copies of the school district's policy regarding the protection and privacy of school records are located at _____ *[insert location]*.

[optional]

- 2. Independent School District No. _____ has adopted a school board policy in order to comply with state and federal laws regarding education records. The policy does the following:
 - a. It classifies records as public, private, or confidential.
 - b. It establishes procedures and regulations to permit parents or students to inspect and review a student's education records. These procedures include the method of determining fees for copies, a listing of the locations of these education records, and the identity of the individuals in charge of the records.
 - c. It establishes procedures and regulations to allow parents or students to request the amendment of a student's education records to ensure that the records are not inaccurate, misleading, or otherwise in violation of the student's privacy rights.
 - d. It establishes procedures and regulations for access to and disclosure of education records.
 - e. It establishes procedures and regulations for safeguarding the privacy of education records and for obtaining prior written consent of the parent or student when required prior to disclosure.

3. Copies of the school board policy and accompanying procedures and regulations are available to parents and students upon written request to the Superintendent.
4. Pursuant to applicable law, Independent School District No. _____ gives notice to parents of students currently in attendance in the school district, and eligible students currently in attendance in the school district, of their rights regarding "directory information."

"Directory information" includes the following information relating to a student: the student's name; address; telephone number; electronic mail address; photograph; date and place of birth; major field of study; dates of attendance; grade level; enrollment status; participation in officially recognized activities and sports; weight and height of members of athletic teams; degrees, honors and awards received; the most recent educational agency or institution attended by the student; and other similar information. "Directory information" also includes the name, address, and telephone number of the student's parent(s). "Directory information" does not include a student's social security number or a student's identification number (ID) if the ID may be used to access education records without use of one or more factors that authenticate the student's identity such as a personal identification number, password, or other factor known or possessed only by the authorized user. It also does not include identifying information on a student's religion, race, color, social position, or nationality.

[Note: The definition of directory information is found on page 515-2 of the school district's policy. This definition includes all of the types of information specifically referenced by state and federal law as directory information. A school district may choose not to include some or all of the enumerated information as directory information. A school district also may add to the list of directory information, as long as the added data is not information that generally would be deemed as an invasion of privacy or information that references the student's religion, race, color, social position, or nationality. A school district also may specify in this section that the disclosure of directory information will be limited to specific parties, for specific purposes, or both. The identity of those parties and/or purposes should be identified. To the extent a school district adds these restrictions, it must then limit its directory information disclosures to those individuals and/or purposes specified in this public notice. Procedures to address how these restrictions will be enforced by the school district are advised. Designation of directory information is an important policy decision for the local school board which must balance not only the privacy interests of the student against public disclosure but also the additional administrative requirements such restrictions on disclosures will place on the school district.]

- a. **THE INFORMATION LISTED ABOVE SHALL BE PUBLIC INFORMATION WHICH THE SCHOOL DISTRICT MAY DISCLOSE FROM THE EDUCATION RECORDS OF A STUDENT OR INFORMATION REGARDING A PARENT.**
- b. **SHOULD THE PARENT OF A STUDENT OR THE STUDENT SO DESIRE, ANY OR ALL OF THE LISTED INFORMATION WILL NOT BE DISCLOSED WITHOUT THE PARENT'S OR ELIGIBLE STUDENT'S PRIOR WRITTEN CONSENT EXCEPT TO SCHOOL OFFICIALS AS PROVIDED UNDER FEDERAL LAW.**
- c. **IN ORDER TO MAKE ANY OR ALL OF THE DIRECTORY INFORMATION LISTED ABOVE "PRIVATE" (I.E., SUBJECT TO CONSENT PRIOR TO**

DISCLOSURE), THE PARENT OR ELIGIBLE STUDENT MUST MAKE A WRITTEN REQUEST TO THE BUILDING PRINCIPAL WITHIN THIRTY (30) DAYS AFTER THE DATE OF THE LAST PUBLICATION OF THIS NOTICE. THIS WRITTEN REQUEST MUST INCLUDE THE FOLLOWING INFORMATION:

- (1) NAME OF STUDENT AND PARENT, AS APPROPRIATE;**
- (2) HOME ADDRESS;**
- (3) SCHOOL PRESENTLY ATTENDED BY STUDENT;**
- (4) PARENT'S LEGAL RELATIONSHIP TO STUDENT, IF APPLICABLE;**
- (5) SPECIFIC CATEGORY OR CATEGORIES OF DIRECTORY INFORMATION WHICH IS NOT TO BE MADE PUBLIC WITHOUT THE PARENT'S OR ELIGIBLE STUDENT'S PRIOR WRITTEN CONSENT.**

5. Pursuant to applicable law, Independent School District No. _____ hereby gives notice to parents of students and eligible students in grades 11 and 12 of their rights regarding release of information to military recruiting officers and post-secondary educational institutions. The school district must release the names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions within sixty (60) days after the date of the request. Data released to military recruiting officers under this provision may be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military and cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces.

SHOULD THE PARENT OF A STUDENT OR THE ELIGIBLE STUDENT SO DESIRE, ANY OR ALL OF THE LISTED INFORMATION WILL NOT BE DISCLOSED TO MILITARY RECRUITING OFFICERS AND POST-SECONDARY EDUCATIONAL INSTITUTIONS WITHOUT PRIOR CONSENT.

IN ORDER TO REFUSE THE RELEASE OF THIS INFORMATION WITHOUT PRIOR CONSENT, THE PARENT OR ELIGIBLE STUDENT MUST MAKE A WRITTEN REQUEST TO THE RESPONSIBLE AUTHORITY, [DESIGNATE TITLE OF INDIVIDUAL, I.E., BUILDING PRINCIPAL], BY [INSERT DATE] EACH YEAR. THIS WRITTEN REQUEST MUST INCLUDE THE FOLLOWING INFORMATION:

- (1) NAME OF STUDENT AND PARENT, AS APPROPRIATE;**
- (2) HOME ADDRESS;**
- (3) STUDENT'S GRADE LEVEL;**
- (4) SCHOOL PRESENTLY ATTENDED BY STUDENT;**
- (5) PARENT'S LEGAL RELATIONSHIP TO STUDENT, IF APPLICABLE;**
- (6) SPECIFIC CATEGORY OR CATEGORIES OF INFORMATION WHICH ARE NOT TO BE RELEASED TO MILITARY RECRUITING OFFICERS AND POST-SECONDARY EDUCATIONAL INSTITUTIONS WITHOUT PRIOR CONSENT;**

(7) **SPECIFIC CATEGORY OR CATEGORIES OF DIRECTORY INFORMATION WHICH ARE NOT TO BE RELEASED TO THE PUBLIC, INCLUDING MILITARY RECRUITING OFFICERS AND POST-SECONDARY EDUCATIONAL INSTITUTIONS.**

Notice: Refusal to release the above information to military recruiting officers and post-secondary educational institutions alone does not affect the school district's release of directory information to the public, including military recruiting officers and post-secondary educational institutions. In order to make any directory information about a student private, the procedures contained in the Directory Information section of this notice also must be followed. If you do not want your child's or eligible student's directory information released to military recruiting officers or post-secondary educational institutions, you also must notify the school district that you do not want this directory information released to any member of the public, including military recruiting officers and post-secondary educational institutions.

INDEPENDENT SCHOOL DISTRICT NO. _____
_____, MINNESOTA

Dated: _____

Chair

[Note: The use of this form requesting information about specific activities or behavior is mandated by statute. In addition, the school district is required to maintain such requests and a record of any release in the student's file.]

**JUVENILE JUSTICE SYSTEM
REQUEST FOR INFORMATION**

Family Educational Rights and Privacy Act
Minnesota Government Data Practices Act, Minn. Stat. § 13.32, Subds. 3(i) and 8(b)

DATE/TIME OF REQUEST: _____

TO: _____
(Superintendent of school district or chief administrative officer of school)

FROM: _____
(Requester's name/agency)

STUDENT: _____

BASIS FOR REQUEST:

_____ Juvenile delinquency investigation/prosecution
_____ Child protection assessment/investigation
_____ Investigation/filing of CHIPS or delinquency petition

REASON FOR REQUEST: (Requester must describe why information regarding existence of the data marked below is necessary to effectively serve the student)

RESPONSE TO REQUEST:

The school must indicate whether it has data on the student that document any activity or behavior marked by the requester.

INFORMATION REQUESTED: (mark all that apply) **RESPONSE PROVIDED:** (yes / no)

Indicate whether you have data that document the student's:

_____ Use of a controlled substance, alcohol, or tobacco _____

_____	Assaultive or threatening conduct as defined in Minn. Stat. § 13.32, Subd. 8	_____
_____	Possession or use of weapons or look-alike weapons	_____
_____	Theft	_____
_____	Vandalism and damage to property	_____

CERTIFICATION: The undersigned certifies that he or she is a member of the juvenile justice system. The requested data are needed by the juvenile justice system so it may effectively serve, prior to adjudication, the student whose records are released. The undersigned will not disclose the information received to any other party, except as provided under state law, without prior written consent as required by Code of Federal Regulations, title 34, section 99.38(b). The undersigned further certifies that he or she understands that, by signing this request, he or she is subject to the penalties in Minn. Stat. § 13.09.

Signature/Title

[Note: A principal or chief administrative officer of a school who receives such a request to disclose information about a student to the juvenile justice system shall, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information before disclosing the information. If the student's parent or guardian notifies the principal or chief administrative officer within ten (10) days of receiving the certified notice that the parent or guardian objects to the disclosure, the principal or chief administrative officer must not disclose the information. The principal or chief administrative officer must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the principal or chief administrative officer must respond to the data request.]

September 20, 2022

Board of Education
Becker Public Schools, ISD 726
12000 Hancock Street
Becker, MN 55308

Re: Becker Public Schools Intermediate School Additions and Renovations (IAQ)
Becker, MN 55308

Dear Board Members:

ICS has reviewed the bids that were received on Tuesday, September 20th, for the above-referenced project. Bids were received for Thirteen (13) work scope packages. Please note that on the Bid Form a unit price was requested from Contractors bidding the project. This unit price, if accepted, is not taken into consideration when reviewing the Bids. Additionally, if used to modify the work noted, the change to the Contract would be noted and executed in a future Change Order. Our recommendation for award is as follows:

Work Scope 1 – Earthwork, Utilities, Exterior Improvements

Wruck Excavating

BASE BID:	\$152,624.00
Unit Price No. 1 – Soil Corrections	\$40.00/CY

TOTAL	\$152,624.00

Work Scope 2 – Concrete and Masonry

Ebert Construction

BASE BID:	\$393,300.00

TOTAL	\$393,300.00

Work Scope 3 – Structural Steel Supply

Ben's Structural Fabrication

BASE BID:	\$154,000.00

TOTAL	\$154,000.00

Work Scope 4 – Structural Steel Installation

Patriot Erectors, Inc.

BASE BID:	\$103,850.00

TOTAL	\$103,850.00



Work Scope 5 – Roofing and Metal Panel

McDowall Company

BASE BID: \$698,770.00

TOTAL \$698,770.00

Work Scope 6 – General Construction

Yamry Construction, Inc.

BASE BID: \$834,122.00

TOTAL \$834,122.00

Work Scope 7 – Painting

Henkemeyer Coatings

BASE BID: \$79,600.00

TOTAL \$79,600.00

Work Scope 8 – Acoustic Ceilings/Acoustical Treatments

Minnesota Acoustics, Inc.

BASE BID: \$329,700.00

TOTAL \$329,700.00

Work Scope 9 – Flooring and Tile

Commercial Flooring Services

BASE BID: \$85,762.00

TOTAL \$85,762.00

Work Scope 11 – Fire Suppression

Breth Zen Zen Fire Protection

BASE BID: \$191,400.00

TOTAL \$191,400.00

Work Scope 12 – Mechanical

Weidner Plumbing and Heating Co.

BASE BID: \$4,456,500.00

TOTAL \$4,456,500.00

Work Scope 13 – Electrical

Willmar Electric Service Corp.

BASE BID: \$1,120,000.00

TOTAL \$1,120,000.00

Based on the recommendations above, we recommend that the district enter into a contract with the above-mentioned contractors for the total bid amount of \$8,599,628.00



We received Three (3) bids for Work Scope 10 – Terrazzo. ICS is not recommending award for this work scope at this time.

Upon Board action, we will draft a contract reflecting this amount to each of the respective Contractors.

Enclosed are copies of the official bid tabulation, bid forms and bid securities. Please contact us at 763-354-2670 should you have any questions regarding our recommendation.

Regards,



Kyle Walter
Project Director

KS DH
Enclosures



BID TABULATIONS

Thursday, September 15th, 2:00 PM

**Work Scope 1: Earthwork
Utilities, Ext. Improvement**

[illegible]

CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

Thursday, September 15th, 2:00 PM

[illegible]

CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

Thursday, September 15th, 2:00 PM

Work Scope 3: Structural Steel Supply

[illegible]

CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

Thursday, September 15th, 2:00 PM

Work Scope 4: Structural Steel Installation

[illegible]

CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

Thursday, September 15th, 2:00 PM

[illegible]

CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

Thursday, September 15th, 2:00 PM

[illegible]

CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

Thursday, September 15th, 2:00 PM

Work Scope 7: Paint

[illegible]

CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

Thursday, September 15th, 2:00 PM

[illegible]

CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

Thursday, September 15th, 2:00 PM

[illegible]

CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

Thursday, September 15th, 2:00 PM

[illegible]

CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

Thursday, September 15th, 2:00 PM

[illegible]

CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

Thursday, September 15th, 2:00 PM

[illegible]

CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

Thursday, September 15th, 2:00 PM

Work Scope 12: Mechanical

[illegible]

CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

Thursday, September 15th, 2:00 PM

[illegible]

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
1200 Hancock Street
Becker, MN 55308

BID FROM: Wreck Excavating Inc
15920 US Hwy 10
Becker MN 55308

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects, Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the Becker Public Schools-Intermediate - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope Earthwork, utilities, Exterior Improvements

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ one hundred Fifty two thousand six hundred twenty four \$ 152,624
+ 00/100

2. Work Scope _____

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ _____ \$ _____

3. Work Scope _____

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ _____ \$ _____

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

for the Combined Base Bid Sum of:

\$ one hundred fifty two thousand six hundred twenty four \$ 152,624
+ 00/100

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ Forty Dollars + 00/100 \$ 40.00

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 9-6-22 Addenda No. 3 Dated 9-14-22

Addenda No. 2 Dated 9-9-22 Addenda No. Dated

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 15920 US Hwy 10

City: Becker MN State: MN Zip: 55308

Phone Number: 763-262-0871 Fax Number: _____

Name (typed or printed): Tony Wrona

Signature: T1

Title: President

Date: 9-20-22

END OF SECTION 00 41 13

**Bid Bond****CONTRACTOR:***(Name, legal status and address)*

Wruck Excavating, Inc.
15920 US HWY 10 SE
P.O. Box 455
Becker, MN 55308

SURETY:*(Name, legal status and principal place of business)*

GRANITE RE, INC.
14001 Quailbrook Drive

Oklahoma City, OK 73134

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

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

OWNER:*(Name, legal status and address)*

*ICS Builds

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

PROJECT: Becker Intermediate School*(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 19th day of September, 2022

*(Witness)**(Witness)*

Wruck Excavating, Inc.
(Principal)

(Seal)

(Title) President
GRANITE RE, INC.
(Surety)

*(Seal)**(Title)* Troy Staples, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init

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061110



ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
County of _____)

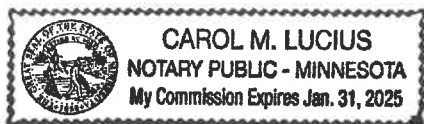
On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____, to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of Minnesota)
County of Shoshone)

On this 20th day of September, in the year 2022, before me personally come(s) Tony Weuck, to me known, who, being duly sworn, deposes and says that he/she is the President of the Weuck Excavating, Inc. Corporation, 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.

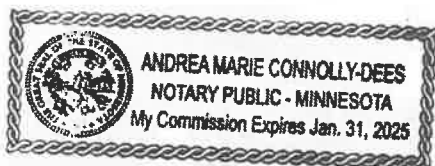


Carol M. Lucius
Notary Public

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Dakota)

On this 19th day of September, in the year 2022, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of Granite Re, Inc. with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Granite Re, Inc. company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.



Andrea Marie Connolly-Dees
Notary Public

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

WANDA FRANZ; TOM LAHL; TOM KEMP; LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

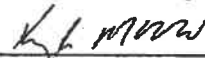
WANDA FRANZ; TOM LAHL; TOM KEMP; LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



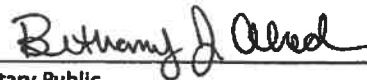

Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
Commission #: 11003620



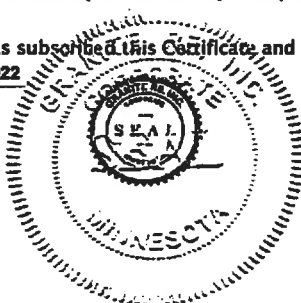

Notary Public

GRANITE RE, INC.
Certificate

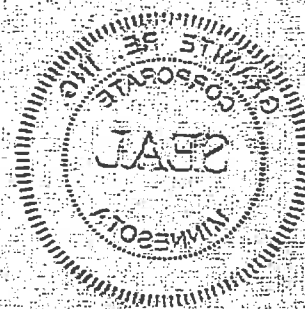
THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
19th day of September, 2022




Kyle P. McDonald, Assistant Secretary



SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
 1200 Hancock Street
 Becker, MN 55308

BID FROM: Ebert Inc dba Ebert Construction
23350 County Rd 10
Corcoran, MN 55357

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the Becker Public Schools-Intermediate - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 02 - Concrete & Masonry

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ three hundred ninety three thousand
three hundred

\$ 393,300

~~2. Work Scope _____~~

- ~~a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:~~

~~\$ _____~~

~~\$ _____~~

3. Work Scope _____

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ _____

\$ _____

4. ~~COMBINED WORK SCOPE BID~~

a. ~~The Bidder agrees to perform all work in the following Work Scopes:~~

for the Combined Base Bid Sum of:

\$ _____

\$

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ _____

\$

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 9/6/2022 Addenda No. 3 Dated 9/14/2022

Addenda No. 2 Dated 9/9/2022 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 23350 County Rd 10

City: Corcoran State: MN Zip: 55357

Phone Number: 763-498-7844 Fax Number: 763-498-9951

Name (typed or printed): Markus R Ebert

Signature: 

Title: Vice President / Secretary

Date: September 20, 2022

END OF SECTION 00 41 13

MERCHANTS BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Ebert, Inc. dba Ebert Construction
23350 County Road 10
Corcoran, MN 55357

OWNER:

(Name, legal status and address)

Becker Public Schools ISD #726
12000 Hancock Street
Becker, MN 55308

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

PROJECT:

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

Intermediate IAQ Additions & Remodeling

SURETY:

(Name, legal status and principal place of business)

Merchants Bonding Company (Mutual)
A Corporation
6700 Westown Parkway, West Des Moines, IA 50266

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

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

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 **8th** day of **September** **2022**


(Witness)

Ebert, Inc. dba Ebert Construction

(Principal)

Markus Ross Ebert

(Title)

(Seal)

Vice President & Secretary


(Witness)

Merchants Bonding Company (Mutual)

(Surety)

(Title) **Karla Deutsch Hunt**

(Seal)

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

ACKNOWLEDGMENT OF INDIVIDUAL

State of _____)
County of _____) ss.

ACKNOWLEDGMENT OF PRINCIPAL

On this _____ day of _____, before me personally appeared _____, known to me to be the individual whose name is subscribed on this bond form, who acknowledged that this bond was executed for the purposes therein contained.

Notary Seal

Notary Public

ACKNOWLEDGMENT OF PARTNERSHIP

State of _____)
County of _____) ss.

ACKNOWLEDGMENT OF PRINCIPAL

On this _____ day of _____, before me personally appeared _____, known to me to be a partner in the partnership whose name is subscribed on this bond form, who acknowledged to me that the bond was executed on behalf of the partnership for the purposes therein contained.

Notary Seal

Notary Public

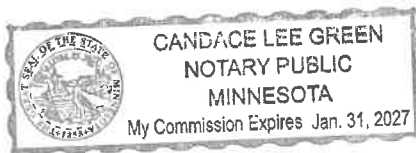
ACKNOWLEDGMENT OF CORPORATION

State of Minnesota)
County of Hennepin) ss.

ACKNOWLEDGMENT OF PRINCIPAL

On this 8th day of Sept 2022, before me personally appeared Markus Ross Ebert, who acknowledged that he or she is the Vice President of a corporation whose name is subscribed on this bond form, and that, as a corporate officer, he or she is authorized to execute the bond for the purposes therein contained.

Notary Seal



Candace Green
Notary Public

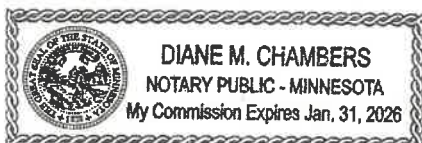
ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Hennepin) ss.

ACKNOWLEDGMENT OF SURETY

On this 8th day of September, 2022, before me personally appeared Karla Deutsch Hunt, who acknowledged that he or she is the attorney in fact who is authorized on behalf of Merchants Bonding Company, corporation, on the behalf of the corporation.

Notary Seal



Diane M. Chambers
Notary Public

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Aileen Geving; Christine Scott; Christopher James; Dee Ann Briegel; Gregg K Boomgard; James Erickson; Janet L Roth; Jerod Blakestad; John C Klein; Karen J Hawkinson; Karla Deutsch Hunt; Kerri Hatton-Rudnik; Kim Neary; Kristin B Schiferl; Kristin M Bakos; Larry Sumbs; Michael Zahn; Rita Carlson; Stephen M Klein; Susan A Rieschl; Thomas Towner; Tracy Chehoski; Wendy M Schmid

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and 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 28th day of March, 2022



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

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 28th day of March, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 8th day of September, 2022



William Warner Jr.
Secretary

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
1200 Hancock Street
Becker, MN 55308

BID FROM: W. Gohman Construction Co.
815 County Road 75 E., PO Box 250
St. Joseph, MN 56374

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects, Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the Becker Public Schools-Intermediate - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 02 - Concrete & Masonry

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ four hundred ten thousand and no/100 \$ 410,000

2. Work Scope N/A

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ N/A \$ N/A

3. Work Scope N/A

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ N/A \$ N/A

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

N/A

for the Combined Base Bid Sum of:

\$ N/A

\$ N/A

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ N/A

\$ N/A

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 9/6/2022 Addenda No. 3 Dated 9/14/2022

Addenda No. 2 Dated 9/9/2022 Addenda No. Dated

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 815 County Road 75 East, PO Box 250

City: St. Joseph State: MN Zip: 56374

Phone Number: 320-363-7781 Fax Number: 320-363-7207

Name (typed or printed): Michael Gohman

Signature: 

Title: President

Date: 9/20/2022

END OF SECTION 00 41 13

OHIO FARMERS INSURANCE COMPANY

Westfield Group® 1 Park Circle, P O Box 5001, Westfield Center, Ohio 44251-5001

Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

W. Gohman Construction Co.
815 E. Co Rd 75
St. Joseph, MN 56374

SURETY:

(Name, legal status and principal place of business)

OHIO FARMERS INSURANCE COMPANY
1 Park Circle, PO Box 5001
Westfield Center, OH 44251-5001

OWNER:

(Name, legal status and address)

Becker Public Schools
12000 Hancock Street
Becker, MN 55308

BOND AMOUNT: Five Percent of Bid Amount-----{5%}-----

PROJECT:

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

Becker Public Schools-Intermediate School Additions & Renovations (IAQ)
Work Scope 02 – Concrete and Masonry
Becker, MN

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

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

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

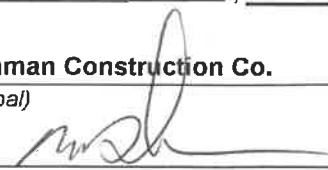
Signed and sealed this 9th day of September, 2022


Witness

W. Gohman Construction Co.

(Principal)

(Seal)

By: 

Michael Gohman, President

(Title)

OHIO FARMERS INSURANCE COMPANY

(Surety)

(Seal)

By: 

Anna Plumski, Attorney-In-Fact

(Title)


Witness

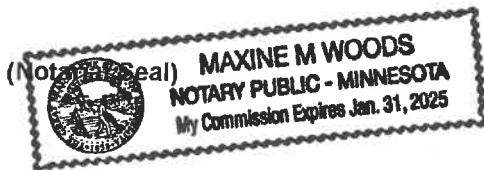
Document A310™ – 2010. Printed in cooperation with The American Institute of Architects (AIA) by Westfield Group. Westfield Group vouches that the language in the document conforms exactly to the language used in AIA Document A310™ 2010.

CORPORATE ACKNOWLEDGEMENT

STATE OF MINNESOTA

COUNTY OF STEARNS

On the 20th day of September, 2022, before me, personally appeared Michael Gohman, to me known, who being by me duly sworn, did depose and say that (s)he resides in St. Cloud, MN., that (s)he is the President of W. Gohman Construction Co. the corporation described in and which executed the foregoing instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that (s)he signed his/her name thereto by like order.



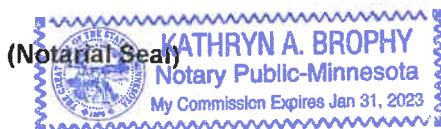
Maxine M Woods
(Notary Signature)

ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF MINNESOTA

COUNTY OF STEARNS

On the 9th day of September, 2022, before me, appeared Anna Plumski, to me personally known, who being by me duly sworn, did say that (s)he is the aforesaid officer or attorney in fact of the Ohio Farmers Insurance Company, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.



K. Brophy
(Notary Signature)

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 08/24/22, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 2260812 09

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
ANITA M. FICKER, CHRISTINA GRESSER, MARK A. GRESSER, CAROL WEBER, JERI FREDERICK, BRIAN NOHAVA, KATHRYN BROPHY, ANNA PLUMSKI, JOINTLY OR SEVERALLY

of WAITE PARK and State of MN its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 24th day of AUGUST A.D., 2022.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Gary W. Stumper, National Surety Leader and
Senior Executive

State of Ohio
County of Medina ss.:

On this 24th day of AUGUST A.D., 2022, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 9th day of September A.D., 2022.



Frank A. Carrino, Secretary

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
1200 Hancock Street
Becker, MN 55308

BID FROM: Ben's Structural Fabrication, Inc.
475 Progress Road
Waite Park, MN 56387

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects, Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the Becker Public Schools-Intermediate - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** WORK SCOPE 03 – STRUCTURAL STEEL & METAL FABRICATION – MATERIAL ONLY
a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

\$ One hundred fifty four thousand and 00/100 ----- \$ 154,000.00

2. **Work Scope** n/a

- a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

\$ n/a \$ n/a

3. **Work Scope** n/a

- a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

\$ n/a \$ n/a

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

n/a

for the Combined Base Bid Sum of:

\$ n/a

\$ n/a

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ n/a

\$ n/a

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 9/6/22 Addenda No. 2 Dated 9/9/22

Addenda No. 3 Dated 9/14/22 Addenda No. Dated

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 475 Progress Road

City: Waite Park State: MN Zip: 56387

Phone Number: 320-251-8563 Fax Number: 320-251-8423

Name (typed or printed): Craig Miller

Signature: *Craig Miller*

Title: Vice President

Date: 9/14/22

END OF SECTION 00 41 13

CNA SURETY

Bid Bond

Bond No. WB005285

CONTRACTOR:

(Name, legal status and address)

Ben's Structural Fabrication, Inc.

475 Progress Road

Waite Park, MN 56387

OWNER:

(Name, legal status and address)

ISD#726-Becker Public Schools

12000 Hancock Street

Becker, MN 55308-9561

BOND AMOUNT:

Five Percent of the Bid Amount (5% of Bid Amount)

PROJECT:

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

Becker Intermediate School Addition & Remodeling

SURETY: Western Surety Company: South Dakota Corporation

(Name, legal status and principal place of business)

151 N. Franklin Street

17th Floor

Chicago, IL 60606

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

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

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 13th day of September, 2022.

(Witness)

(Witness)

Ben's Structural Fabrication, Inc.

(Principal)

(Seal)

(Title)

Western Surety Company

(Surety)

(Seal)

(Title) Zachary Pate, Attorney-in-fact

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
County of _____)

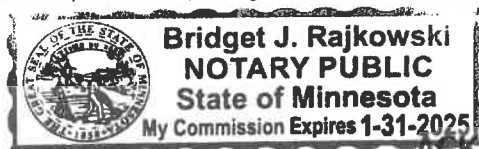
On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____, to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of Minnesota)
County of Benton)

On this 13 day of September, in the year 2022, before me personally come(s) Rob Schwartz, to me known, who, being duly sworn, deposes and says that he/she is the owner of the Bent Structural Fabrication the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

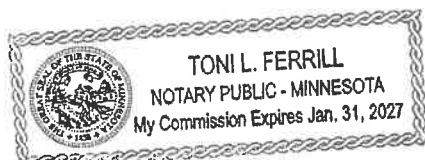


Bridget Rajkowski
Notary Public

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Dakota)

On this 13th day of September, in the year 2022, before me personally come(s) Zachary Pate, Attorney(s)-in-Fact of Western Surety Company with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Western Surety Company company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.



Toni Ferrill
Notary Public

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas Kemp, Thomas M Lahl, Zachary Pate, Troy Staples, Jennifer Boyles, Nicholas Hochban, Individually

of West Saint Paul, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 7th day of July, 2021.



WESTERN SURETY COMPANY

Paul T. Brufat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 7th day of July, 2021, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

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 13th day of September, 2022.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
1200 Hancock Street
Becker, MN 55308

BID FROM: Patriot Erectors, Inc
9520 Co Rd 19 Suite B
Loretto MN 55357

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects, Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the Becker Public Schools-Intermediate - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 04 - Structural Steel and Metal Fabrication - Install

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ One Hundred Three Thousand Eight Hundred Fifty

\$ 103,850.00

2. **Work Scope** _____

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ _____

\$

3. **Work Scope** _____

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ _____

\$

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

for the Combined Base Bid Sum of:

\$ _____

\$

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ _____

\$

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 01 Dated 09-06-2022 Addenda No. _____ Dated _____

Addenda No. 02 Dated 09-09-2022 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

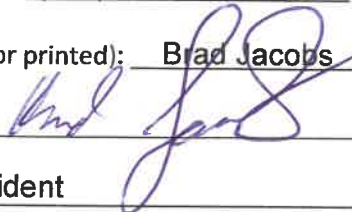
Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 9520 Co Rd 19 Suite B

City: Loretto State: MN Zip: 55357

Phone Number: (763) 498-0004 Fax Number: (763) 498-7256

Name (typed or printed): Brad Jacobs

Signature: 

Title: President

Date: 09-15-2022

END OF SECTION 00 41 13

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Patriot Erectors, Inc.

9520 County Road 19, Suite B
Loretto, MN 55357

OWNER:

(Name, legal status and address)
Becker Public Schools ISD 726
12000 Hancock Street
Becker, MN 55308

BOND AMOUNT: *FIVE PERCENT OF AMOUNT BID*****

SURETY:

(Name, legal status and principal place
of business)

Great Midwest Insurance Company
800 Gessner Road, Suite 600
Houston, TX 77024

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.

PROJECT:

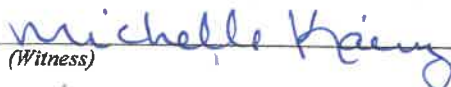
(Name, location or address, and Project number, if any)
Becker Public Schools Intermediate IAQ Additions and Remodeling

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

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

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 15th day of September 2022
Patriot Erectors, Inc.


(Witness)


(Witness)

(Principal)

(Title) President

Great Midwest Insurance Company

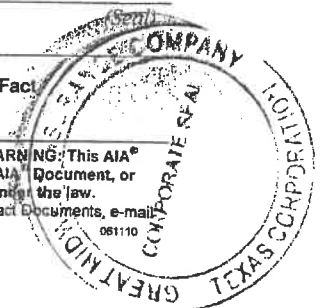
(Surety)

(Title)

Todd Schaap, Attorney-in-Fact

Init.

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POWER OF ATTORNEY
Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:
Thomas O. Chambers, Todd Schaap

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.



GREAT MIDWEST INSURANCE COMPANY

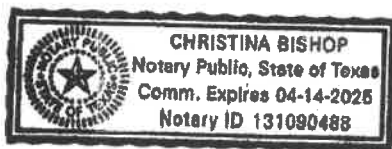
BY _____

Mark W. Haushill

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY _____

Christina Bishop

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 15th Day of September, 2022 .



BY _____

Leslie K. Shaunty

Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

STATE OF WISCONSIN)

COUNTY OF **Racine**)

ON THIS 15th day of September, 2022,
before me, a notary public, within and for said County and State, personally appeared ____
Todd Schaap to me personally known, who being duly sworn,
upon oath did say that he is the Attorney-in-Fact of and for the _____
Great Midwest Insurance Company, a corporation
of Texas, created, organized and existing under and
by virtue of the laws of the State of Texas; that the corporate seal
affixed to the foregoing within instrument is the seal of the said Company; that the seal
was affixed and the said instrument was executed by authority of its Board of Directors;
and the said Todd Schaap did acknowledge that he/she
executed the said instrument as the free act and deed of said Company.


Jackie Sheldon
Notary Public, **Racine** County, Wisconsin
My Commission Expires **2/13/2023**



SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
1200 Hancock Street
Becker, MN 55308

BID FROM: A.M.E. Construction Corp
PO Box 388
Wayzata, MN 55391

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects, Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the Becker Public Schools-Intermediate - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 04 – Structural Steel & Metal Fabrication – Install

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ One hundred forty three thousand four hundred \$ 143,400.00

2. **Work Scope** _____

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ _____ \$

3. **Work Scope** _____

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ _____ \$

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

for the Combined Base Bid Sum of:

\$ _____

\$

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ _____

\$

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 9/6/22 Addenda No. _____ Dated _____

Addenda No. 2 Dated 9/9/22 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 2685 Rainey Road

City: Wayzata State: MN Zip: 55391

Phone Number: 952 449 8866 Fax Number: 952 449 4811

Name (typed or printed): R Scott Vickerman

Signature: 

Title: President

Date: 9/14/2022

END OF SECTION 00 41 13

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:*(Name, legal status and address)***A.M.E. Construction Corporation****P.O. Box 388****Wayzata, MN 55391****OWNER:***(Name, legal status and address)***Becker Public School District****12000 Hancock Street****Becker, MN 55308****BOND AMOUNT: ***FIVE PERCENT OF AMOUNT BID*******SURETY:***(Name, legal status and principal place of business)***Merchants Bonding Company (Mutual)****6700 Westown Parkway****West Des Moines, IA 50266**

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

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

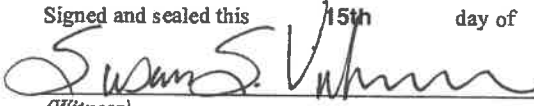
PROJECT:*(Name, location or address, and Project number, if any)***Becker Intermediate School Additions & Remodeling**

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

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

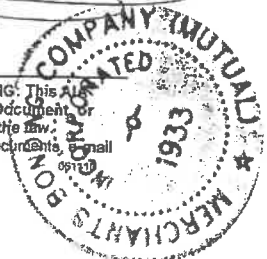
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 15th day of September, 2022
A.M.E. Construction Corporation


(Witness)

*(Principal)**(Title)***Merchants Bonding Company (Mutual)***(Surety)**(Title)***Thomas O. Chambers, Attorney-in-Fact***(Seal)***PRESIDENT***(Seal)***Init.**

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MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Eric Olson; Kimberly Rasch; Thomas O Chambers; Todd Schaap

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and 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 11th day of February, 2020.



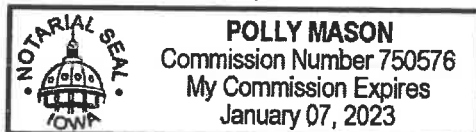
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of February, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission
does not invalidate this instrument)

Polly Mason
Notary Public

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 15th day of September, 2022.



William Warner Jr.
Secretary

STATE OF WISCONSIN)

COUNTY OF **Racine**)

ON THIS 15th day of September, 2022,

before me, a notary public, within and for said County and State, personally appeared ____

Thomas O. Chambers to me personally known, who being duly sworn,

upon oath did say that he is the Attorney-in-Fact of and for the _____

Merchants Bonding Company (Mutual), a corporation

of Iowa, created, organized and existing under and

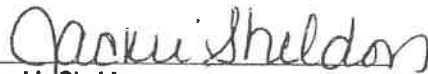
by virtue of the laws of the State of Iowa; that the corporate seal

affixed to the foregoing within instrument is the seal of the said Company; that the seal

was affixed and the said instrument was executed by authority of its Board of Directors;

and the said Thomas O. Chambers did acknowledge that he/she

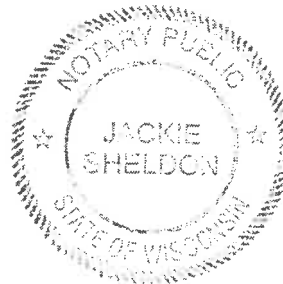
executed the said instrument as the free act and deed of said Company.



Jackie Sheldon

Notary Public, **Racine** County, Wisconsin

My Commission Expires **2/13/2023**



SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
1200 Hancock Street
Becker, MN 55308

BID FROM: Red Cedar Steel Erectors, Inc. Contact: Alex Shoemaker - PM/Estimator
4621 Domain Drive Alexs@redcedarsteel.com
Menomonie, WI 54751 O: 715-235-0618 C: 608-558-7682

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the Becker Public Schools-Intermediate - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 4 Structural Steel Installation

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ One Hundred Seventy-Five Thousand Five Hundred Dollars

\$ 175,500.00

2. Work Scope _____

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ _____

\$

3. Work Scope _____

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ _____

\$

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

for the Combined Base Bid Sum of:

\$ _____

\$

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ _____

\$ N/A

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 9/6/22 Addenda No. 3 Dated 9/14/22

Addenda No. 2 Dated 9/9/22 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 4621 Domain Drive

City: Menomonie State: WI Zip: 54751

Phone Number: 715-235-0618 Fax Number: 715-235-0610

Name (typed or printed): Jeff Stovern

Signature: 

Title: Treasurer

Date: 9/20/2022

END OF SECTION 00 41 13

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Red Cedar Steel Erectors, Inc.

4621 Domain Drive

Menomonie, WI 54751-2379

OWNER:

(Name, legal status and address)
Becker Public Schools - ISD #726

12000 Hancock Street
Becker, MN 55308

BOND AMOUNT:

Five Percent (5%) of Total Amount Bid

PROJECT:

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

Becker Public Schools-Intermediate School Additions & Renovations (IAQ), 12000 Hancock St SE, Becker, MN 55308,
Work Scope 4: Structural Steel Installation

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company

175 Berkeley Street
Boston, MA 02116

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

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

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 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 15th day of September, 2022.

Melissa Frost
(Witness)

R.C. Bowman
(Witness)

Red Cedar Steel Erectors, Inc.
(Principal)

Jeff Stovorn
(Title) Jeff Stovorn, Treasurer

Liberty Mutual Insurance Company
(Surety)

R.C. Bowman
(Title) R.C. Bowman, Attorney-in-Fact



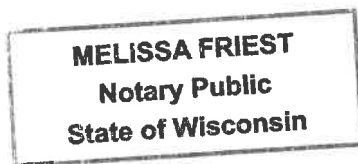
By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond.



CORPORATE ACKNOWLEDGMENT

State of Wisconsin)
) ss
County of Dunn)

On this 15th day of September, 2022, before me appeared Jeff Stovorn,
to me personally known, who, being by me duly sworn, did say that he/she is the Treasurer
of Red Cedar Steel Erectors, 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 Jeff Stovorn
acknowledged said instrument to be the free act and deed of said corporation.



Melissa Friest
Notary Public Dunn County, Wisconsin
My commission expires Nov. 16, 2024

SURETY ACKNOWLEDGMENT

State of Wisconsin)
) ss
County of Dane)

On this 15th day of September, 2022, before me appeared R.C. Bowman,
to me personally know, who being by me duly sworn, did say that (s)he is the Attorney-in-Fact of _____
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
executed in behalf of said corporation by authority of its Board of Directors; and that said _____
R.C. Bowman acknowledged said instrument to be the free act and deed of said corporation.



Nicole Stillings
Notary Public Dane County, Wisconsin
My commission expires 9/19/2026



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: **8207173 - 190054**

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, Brian J. Oestreich; C. White; Emily White; Joshua R. Loftis; Lin Ulven; Melinda C. Blodgett; Nathan Weaver; Nicole Stifflings; R. C. Bowman; R. W. Frank; Rachel Thomas; Ross S. Squires; Sandra M. Engstrom; Ted Jorgensen; Tina L. Domask

all of the city of Minneapolis state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of January, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 24th day of January, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
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 15th day of September 2022.



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

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
1200 Hancock Street
Becker, MN 55308

BID FROM: Spartan Steel Erectors, Inc.
4300 Main Street
St. Bonifacius, MN 55375

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects, Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the Becker Public Schools-Intermediate - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope #04 - Structural Steel Install

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Two Hundred Twenty Eight Thousand Six Hundred \$ 228,600.00
Dollars

2. Work Scope _____

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ _____ \$

3. Work Scope _____

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ _____ \$

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

for the Combined Base Bid Sum of:

\$ _____

\$

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ N/A _____

\$

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 9/6/22 Addenda No. 2 Dated 9/9/22

Addenda No. 3 Dated 9/14/22 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 4300 Main Street

City: St. Bonifacius State: MN Zip: 55375

Phone Number: 612-580-7044 Fax Number: 612-545-4991

Name (typed or printed): Jon Jackson

Signature: 

Title: President

Date: 9/20/22

END OF SECTION 00 41 13

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Spartan Steel Erectors, Inc.

4300 Main Street
Saint Bonifacius, MN 55375

SURETY:

(Name, legal status and principal place of business)

Merchants National Bonding, Inc.
6700 Westown Parkway
West Des Moines, IA 50266

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

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

OWNER:

(Name, legal status and address)

ISD #726 Becker Public Schools
12000 Hancock Street
Becker, MN 55308

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

PROJECT:

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

Becker International IAQ Additions, Becker, Minnesota

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

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

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 2nd day of September 2022

(Witness)

Spartan Steel Erectors, Inc.
(Principal)

(Seal)

(Title)

Merchants National Bonding, Inc.

(Surety)

(Seal)

(Title) Mary Jo Dingwall, Attorney-in-Fact

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____) ss

On the _____ day of _____, 20____, before me personally appeared _____ to me known, who, being by me duly sworn, did depose and said that he/she resides in _____ that he/she is a member, manager, or officer of the limited liability company of _____ and that he/she is duly authorized to execute the foregoing agreement in the name of and for the limited liability company.

Notary Public, _____
County, _____
My commission expires _____

(Notarial Seal)

CORPORATE ACKNOWLEDGEMENT

STATE OF MN)
COUNTY OF HENNEPIN) ss

On the 15 day of SEPTEMBER, 2022, before me personally appeared JOE JOCHIMS to me known, who being by me duly sworn, did depose and say: that he resides in HENNEPIN COUNTY that he is the President of the _____

Spartan Steel Erectors, Inc.

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he signed his name thereto by like order.



Notary Public, _____
County, HENNEPIN
My commission expires 1-31-2027

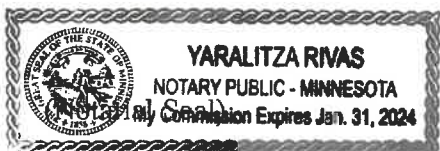
ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF Minnesota)
COUNTY OF Dakota) ss

On the _____ 2nd day of _____ September, 2022, before me appeared Mary Jo Dingwall

to be personally known, who is being by me duly sworn, did say that he is the aforesaid officer or attorney in fact of the Merchants National Bonding, Inc.

, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its board of directors, and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.



Notary Public, _____
County, Hennepin Yaralitz Rivas
My commission expires 01/31/2024

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, Dennis G Diessner; Jeff Larson; Jonathon Diessner; Mark N Kampf; Mary Jo Dingwall; Rebecca Thornburg; Rocklyn C Bullis; Thomas M Reuder; Yaralitz Rivas

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 28th day of July, 2022



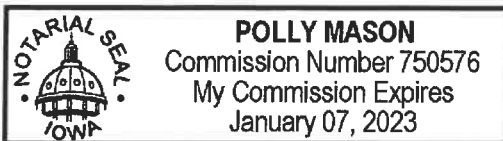
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 28th day of July, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

Polly Mason
Notary Public

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 2nd day of September, 2022



William Warner Jr.
Secretary

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
1200 Hancock Street
Becker, MN 55308

BID FROM: McDowall Company
1431 Prosper Drive
Waite Park MN 56387

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the Becker Public Schools-Intermediate - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 5-Roofing & Metal Panels

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ SIX HUNDRED NINETY EIGHT THOUSAND SEVEN HUNDRED SEVENTY
DOLLARS AND 00/100-----

\$ 698,770.00

2. Work Scope N/A

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ N/A

\$ N/A

3. Work Scope N/A

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ N/A

\$ N/A

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

N/A

N/A

for the Combined Base Bid Sum of:

\$ N/A

\$ N/A

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ N/A

\$ N/A

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 9-6-22 Addenda No. 3 Dated 9-14-22

Addenda No. 2 Dated 9-9-22 Addenda No. Dated

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 1431 Prosper Drive

City: Waite Park State: MN Zip: 56387

Phone Number: 320-251-8640 Fax Number: 320-251-9317

Name (typed or printed): Jay Mumm

Signature: 

Title: Vice President

Date: September 20, 2022

END OF SECTION 00 41 13



AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

McDowall Company

PO Box 606

Waite Park, MN 56387

OWNER:

(Name, legal status and address)

Becker Public Schools, ISD #726

12000 Hancock Street

Becker, MN 55308

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

SURETY:

(Name, legal status and principal place of business)

Western Surety Company

151 N. Franklin St.

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.

PROJECT:

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

Becker Intermediate IAQ Additions and Remodeling; Bid Category: 5 - Roofing & Metal Panels

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

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

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 15th day of September, 2022

Amy Horne
(Witness)

Brenda Rothstein
(Witness)

McDowall Company

(Principal)

(Seal)

(Title), Vice President

Western Surety Company

(Surety)

(Seal)

(Title) Naomi Lerman

Attorney-in-fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

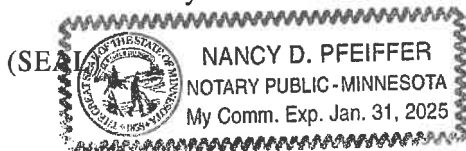
Init.

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CORPORATE ACKNOWLEDGMENT

STATE OF Minnesota
COUNTY OF Benton

On the 15th day of September, 2022, before me personally appeared, Jay Mumm to me, who being duly sworn, did depose and say: that s/he resides in Sartell, MN that s/he is the Vice President of the McDowall Company the corporation described in and which executed the foregoing instrument; that s/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that s/he signed her/his name thereto by like order.

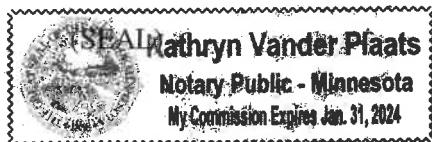


Nancy Pfeiffer
Notary Public

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA
COUNTY OF Stearns

On the 15th day of September, 2022, before me personally appeared, Naomi Lerman 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.



Kathryn Vander Plaats
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

**Litton E S Field Jr, Nicole M Coty, Jonathan N Vagle, Mark Alan Thune, Mutya Alvaran Enoksen, Gayle L Thorson, Jeffrey R Skaar, Individually, of Mendota Heights, MN
Kevin Paulson, Tom Corneil, Chad Christianson, De Ette J Wurm, Debra M Bledsoe, Brenda S Klimstra, Erin Pohlman, Deb Geislinger, Jacqueline Riley, Dana Kerfeld, Brittany Bauer, Laurie Litke, Amanda Plantenberg, Dena Grunhovd, Leslie Seehusen, Naomi Lermon, Individually, of Saint Cloud, MN**

its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of August, 2022.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 2nd day of August, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

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 15th day of September 2022



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
1200 Hancock Street
Becker, MN 55308

BID FROM: Yammy Construction, Inc.
33117 County Road 2
Saint Joseph, MN 56374

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects, Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the Becker Public Schools-Intermediate - Additions & Remodeling, undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 1 General Construction

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Eight hundred thirty four thousand one
hundred twenty two dollars

\$ 834,122.00

2. Work Scope _____

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ _____

\$ _____

3. Work Scope _____

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ _____

\$ _____

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

for the Combined Base Bid Sum of:

\$ _____

\$

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ _____

\$

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 9/7/22 Addenda No. 2 Dated 9/9/22

Addenda No. 3 Dated 9/14/22 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 33117 County Road 2
City: Saint Joseph State: MN Zip: 56374
Phone Number: 320-333-9530 Fax Number:
Name (typed or printed): Gerard Yanny
Signature: 
Title: President
Date: 9/20/22

END OF SECTION 00 41 13



AIA[®] Document A310[™] – 1970

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
(Here insert full name and address or legal title of Contractor)

Yamry Construction, Inc.
33117 County Rd 2
St. Joseph, MN 56374

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

Nationwide Mutual Insurance Company
1100 Locust St.
Des Moines, IA 50391

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

Becker Public Schools
12000 Hancock St
Becker, MN 55308

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent (5%) of the Amount of the Bid**
Dollars (\$ **5%**), for the payment
of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)

Becker Intermediate School,
12100 Hancock St.
Becker, MN 55308

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **15th** day of **September, 2022**


(Witness)

Yamry Construction, Inc.

(Principal)

(Seal)


(Title)

Nationwide Mutual Insurance Company

(Surety)


(Witness)


(Title)

Tyler Gerads
Attorney-in-Fact

(Seal)

INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF _____

SS

COUNTY OF _____

On the _____ day of _____, _____, before me personally appeared

_____ to me known to be the person(s) described in and who executed the foregoing instrument, as Principal(s), and acknowledged to me that ___he___ executed the same as his/her/their free act and deed.

(Notary Seal)

CORPORATE ACKNOWLEDGMENT

STATE OF Minnesota

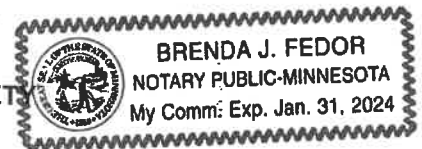
SS

COUNTY OF Stearns

On the **15th** day of **September, 2022**, before me personally appeared Gerard Yamry to me known, who being by me duly sworn, did say that he/she is the President of **Yamry Construction, Inc.**, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he/she signed his/her name thereto by like order

(Notary Seal)

ACKNOWLEDGMENT OF CORPORATE SURETY



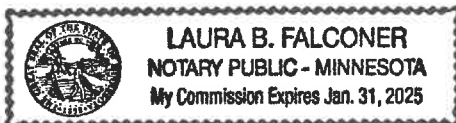
STATE OF MINNESOTA

SS

COUNTY OF Stearns

On the **15th** day of **September, 2022**, before me personally appeared **Tyler Gerads** to me known, who being duly sworn, did say that he/she is the aforesaid officer or attorney-in-fact of the **Nationwide Mutual Insurance Company** a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

(Notary Seal)



KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

LAURA B FALCONER; NATHAN J LORTZ; RAMONA M SCHAEFER; SHAWN W FLAVIN; SHAWN M WENSEL; SUSAN G CARROLL; TYLER L GERADS;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

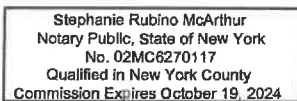


Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

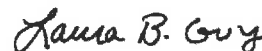


Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 15th day of September, 2022.



Assistant Secretary

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
1200 Hancock Street
Becker, MN 55308

BID FROM: Ebert Inc dba Ebert Construction
23350 County Rd 10
Corcoran, MN 55357

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects, Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the Becker Public Schools-Intermediate - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 06: General Construction

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Nine hundred eighty seven thousand
Seven hundred

\$ 987,700

~~2. Work Scope _____~~

~~a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:~~

~~\$ _____~~

~~\$ _____~~

3. Work Scope _____

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ _____

\$ _____

4. ~~COMBINED WORK SCOPE BID~~

a. ~~The Bidder agrees to perform all work in the following Work Scopes:~~

for the Combined Base Bid Sum of:

\$ _____

\$

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ _____

\$

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 9/6/2022 Addenda No. 3 Dated 9/14/2022

Addenda No. 2 Dated 9/9/2022 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 23350 County Rd 10

City: Corcoran State: MN Zip: 55357

Phone Number: 763-498-7844 Fax Number: 763-498-9951

Name (typed or printed): Markus R Ebert

Signature: 

Title: Vice President / Secretary

Date: September 20, 2022

END OF SECTION 00 41 13

MERCHANTS BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Ebert, Inc. dba Ebert Construction
23350 County Road 10
Corcoran, MN 55357

OWNER:

(Name, legal status and address)

Becker Public Schools ISD #726
12000 Hancock Street
Becker, MN 55308

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

PROJECT:

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

Intermediate IAQ Additions & Remodeling

SURETY:

(Name, legal status and principal place
of business)

Merchants Bonding Company (Mutual)
A Corporation
6700 Westown Parkway, West Des Moines, IA 50266

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

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

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 **8th** day of **September** **2022**

Ebert, Inc. dba Ebert Construction

(Witness)

(Principal)

(Seal)

Markus Ross Ebert

Vice President & Secretary

(Title)

Merchants Bonding Company (Mutual)

(Surety)

(Seal)

(Title) **Karla Deutsch Hunt**

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

ACKNOWLEDGMENT OF INDIVIDUAL

State of _____)
County of _____) ss.

ACKNOWLEDGMENT OF PRINCIPAL

On this _____ day of _____, before me personally appeared _____, known to me to be the individual whose name is subscribed on this bond form, who acknowledged that this bond was executed for the purposes therein contained.

Notary Seal

Notary Public

ACKNOWLEDGMENT OF PARTNERSHIP

State of _____)
County of _____) ss.

ACKNOWLEDGMENT OF PRINCIPAL

On this _____ day of _____, before me personally appeared _____, known to me to be a partner in the partnership whose name is subscribed on this bond form, who acknowledged to me that the bond was executed on behalf of the partnership for the purposes therein contained.

Notary Seal

Notary Public

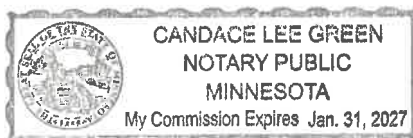
ACKNOWLEDGMENT OF CORPORATION

State of Minnesota)
County of Hennepin) ss.

ACKNOWLEDGMENT OF PRINCIPAL

On this 8th day of Sept 2022, before me personally appeared Markus Ross Ebert, who acknowledged that he or she is the Vice President of a corporation whose name is subscribed on this bond form, and that, as a corporate officer, he or she is authorized to execute the bond for the purposes therein contained.

Notary Seal



Candace Green
Notary Public

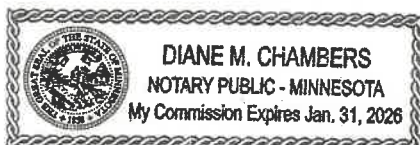
ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Hennepin) ss.

ACKNOWLEDGMENT OF SURETY

On this 8th day of September, 2022, before me personally appeared Karla Deutsch Hunt, who acknowledged that he or she is the attorney in fact who is authorized on behalf of Merchants Bonding Company, corporation, on the behalf of the corporation.

Notary Seal



Diane M. Chambers
Notary Public

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Aileen Geving; Christine Scott; Christopher James; Dee Ann Briegel; Gregg K Boomgard; James Erickson; Janet L Roth; Jerod Blakestad; John C Klein; Karen J Hawkinson; Karla Deutsch Hunt; Kerri Hatton-Rudnik; Kim Neary; Kristin B Schiferl; Kristin M Bakos; Larry Sumbs; Michael Zahn; Rita Carlson; Stephen M Klein; Susan A Rieschl; Thomas Towner; Tracy Chehoski; Wendy M Schmid

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and 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 28th day of March, 2022.



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

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 28th day of March, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 8th day of September, 2022.



William Warner Jr.
Secretary

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
1200 Hancock Street
Becker, MN 55308

BID FROM: Kellington Construction, Inc.
807 Broadway St NE suite 185
Mpls, MN 55413

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the Becker Public Schools-Intermediate - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 06 General construction

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ One Million twenty three thousand dollars \$ 1,023,000.00

2. Work Scope _____

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ _____ \$

3. Work Scope _____

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ _____ \$

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

for the Combined Base Bid Sum of:

\$ _____

\$ N/A

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ _____

\$ N/A

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 9/6/22 Addenda No. 3 Dated 9/14/22

Addenda No. 2 Dated 9/9/22 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 807 Broadway St. NE suite 185

City: MPLS State: MN Zip: 55413

Phone Number: 612.490.0454 Fax Number: 612.455.7301

Name (typed or printed): Dan Guider

Signature: 

Title: Vice President

Date: 9/15/2022

END OF SECTION 00 41 13

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Kellington Construction, Inc.

807 Broadway Street NE, Suite 185

Minneapolis, MN 55413

OWNER:

(Name, legal status and address)
Becker Public Schools - ISD #726

12000 Hancock Street

Becker, MN 55308

BOND AMOUNT:

Five Percent (5%) of Total Amount Bid

PROJECT:

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

Becker Public Schools-Intermediate School Additions & Renovations (IAQ), 12000 Hancock St SE, Becker, MN 55308, Work Scope 06 - General Construction

SURETY:

(Name, legal status and principal place of business)

Swiss Re Corporate Solutions America Insurance Corporation

**1200 Main Street, Suite 800
Kansas City, MO 64105**

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 **15th** day of **September, 2022**.


(Witness)

Kellington Construction, Inc.

(Principal)

(Seal)

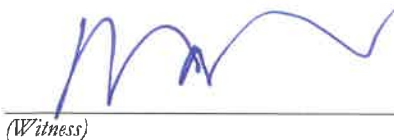
Reed Lewis, CEO

(Title)

Swiss Re Corporate Solutions America Insurance Corporation

(Surety)

(Seal)


(Witness)


(Title) **Lin Ulven, Attorney-in-Fact**

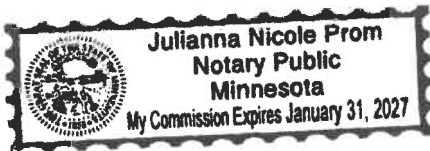


By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that 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 Hennepin)

On this 15th day of September 2022, before me appeared Reed Lewis,
to me personally known, who, being by me duly sworn, did say that he/she is the CEO
of Kellington Construction, 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 Reed Lewis
acknowledged said instrument to be the free act and deed of said corporation.



Julianna
Notary Public Hennepin County, Minnesota
My commission expires 01/31/2027

SURETY ACKNOWLEDGMENT

State of Wisconsin)
) ss
County of Polk)

On this 15th day of September 2022, before me appeared Lin Ulven,
to me personally know, who being by me duly sworn, did say that (s)he is the Attorney-in-Fact of
Swiss Re Corporate Solutions America Insurance Corporation, a corporation, that the seal
affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was
executed in behalf of said corporation by authority of its Board of Directors; and that said
Lin Ulven acknowledged said instrument to be the free act and deed of said corporation.

RACHEL THOMAS
Notary Public, State of Wisconsin

[Signature]
Notary Public Polk County, Wisconsin
My commission expires 6/21/2025

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIALTY INSURANCE COMPANY ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

R. W. FRANK, JOSHUA R. LOFTIS, TINA L. DOMASK, ROSS S. SQUIRES, RACHEL THOMAS, NICOLE STILLINGS, SANDRA M. ENGSTRUM,
BRIAN J. OESTREICH, LIN ULVEN, EMILY WHITE, TED JORGENSEN, MELINDA C. BLODGETT, R. C. BOWMAN, COLBY WHITE, ALLISON HILL,
and NATHAN WEAVER JOINTLY or SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 29TH day of APRIL, 2022

State of Illinois
County of Cook



Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 29TH day of APRIL, 2022, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 15th day of September, 2022

Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
1200 Hancock Street
Becker, MN 55308

BID FROM: BCI Construction, Inc.
7135 - 5th Avenue NE
Sauk Rapid, MN 56379

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects, Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the Becker Public Schools-Intermediate - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 06 - General Construction

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ One million Forty Five thousand Sixty nine

\$ 1,045,069

2. Work Scope _____

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ _____

\$

3. Work Scope _____

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ _____

\$

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

for the Combined Base Bid Sum of:

\$ _____

\$

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ N/A _____

\$

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 09-06-2022 Addenda No. 2 Dated 09-09-2022

Addenda No. 3 Dated 09-14-2022 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 7135 - 5th Avenue NE

City: Sauk Rapids State: MN Zip: 56379

Phone Number: 320-393-3185 Fax Number: 320-393-3186

Name (typed or printed): Aaron Foss

Signature:  _____

Title: CFO

Date: September 15, 2022

END OF SECTION 00 41 13

Bid Bond

CONTRACTOR:

(Name, legal status and address)
BCI Construction, Inc.

7135 5th Avenue NE

Sauk Rapids, MN 56379

OWNER:

(Name, legal status and address)
Becker Public Schools - ISD #726

12000 Hancock Street
Becker, MN 55308

BOND AMOUNT:

Five Percent (5%) of Total Amount Bid

PROJECT:

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

Becker Public Schools-Intermediate School Additions & Renovations (IAQ), 12000 Hancock St SE, Becker, MN 55308,
Work Scope 06 - General Construction

SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland

1299 Zurich Way, 5th Floor
Schaumburg, IL 60196-1056

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 15th day of September, 2022.

Sherril Frederick
(Witness)

BCI Construction, Inc.

(Principal)

(Seal)

(Title)

Arnon Foss, CFO

Fidelity and Deposit Company of Maryland

(Surety)

(Seal)

(Witness)

Sam M. Engstrom

(Title)

Brian J. Oestreich, Attorney-in-Fact

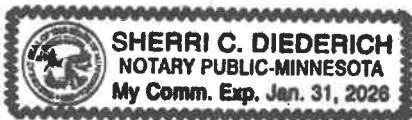


By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that 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 Denton)

On this 15th day of September, 2022, before me appeared Aaron Foss,
to me personally known, who, being by me duly sworn, did say that he/she is the CFO
of BCI Construction, 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 Aaron Foss
acknowledged said instrument to be the free act and deed of said corporation.

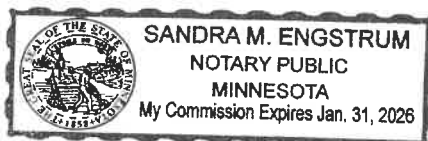


Sherri Diederich
Notary Public Denton County, MN
My commission expires Jan 31, 2026

SURETY ACKNOWLEDGMENT

State of Minnesota)
) ss
County of Hennepin)

On this 15th day of September, 2022, before me appeared Brian J. Oestreich,
to me personally known, who being by me duly sworn, did say that (s)he is the Attorney-in-Fact of
Fidelity and Deposit Company of Maryland, 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
Brian J. Oestreich acknowledged said instrument to be the free act and deed of said corporation.



Sandra M. Engstrum
Notary Public Hennepin County, Minnesota
My commission expires 1/31/2026

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **R. W. FRANK, Brian J. OESTREICH, Melinda C. BLODGETT, Nathan WEAVER, Joshua R. LOFTIS, R.C. BOWMAN, Ted JORGENSEN, Nicole STILLINGS and C. WHITE**, of Minneapolis, Minnesota, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 18th day of November, A.D. 2021.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**


By: **Robert D. Murray**
Vice President

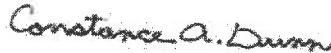

By: **Dawn E. Brown**
Secretary

**State of Maryland
County of Baltimore**

On this 18th day of November, A.D. 2021, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.





Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
1200 Hancock Street
Becker, MN 55308

BID FROM: W. Gohman Construction Co.
815 County Road 75 E., PO Box 250
St. Joseph, MN 56374

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the Becker Public Schools-Intermediate - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 06 - General Construction

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ One million one hundred twenty five thousand \$ 1,125,000

2. Work Scope N/A

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ N/A \$ N/A

3. Work Scope N/A

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ N/A \$ N/A

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

N/A

for the Combined Base Bid Sum of:

\$ N/A

\$ N/A

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ N/A

\$ N/A

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 9/6/2022 Addenda No. 3 Dated 9/14/2022

Addenda No. 2 Dated 9/9/2022 Addenda No. Dated

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 815 County Road 75 East, PO Box 250

City: St. Joseph State: MN Zip: 56374

Phone Number: 320-363-7781 Fax Number: 320-363-7207

Name (typed or printed): Michael Gohman

Signature: 

Title: President

Date: 9/20/2022

END OF SECTION 00 41 13

OHIO FARMERS INSURANCE COMPANY

Westfield Group® 1 Park Circle, P O Box 5001, Westfield Center, Ohio 44251-5001

Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

W. Gohman Construction Co.
815 E. Co Rd 75
St. Joseph, MN 56374

SURETY:

(Name, legal status and principal place of business)

OHIO FARMERS INSURANCE COMPANY
1 Park Circle, PO Box 5001
Westfield Center, OH 44251-5001

OWNER:

(Name, legal status and address)

Becker Public Schools
12000 Hancock Street
Becker, MN 55308

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

PROJECT:

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

Becker Public Schools-Intermediate School Additions & Renovations (IAQ)
Work Scope 06 – General Construction
Becker, MN

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

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

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 9th day of September, 2022


Witness

W. Gohman Construction Co.

(Principal)

(Seal)

By: 

Michael Gohman, President

(Title)

OHIO FARMERS INSURANCE COMPANY

(Surety)

(Seal)

By: 

Anna Plumski, Attorney-In-Fact

(Title)


Witness

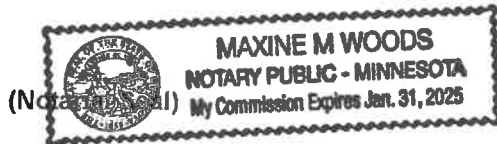
Document A310™ – 2010. Printed in cooperation with The American Institute of Architects (AIA) by Westfield Group. Westfield Group vouches that the language in the document conforms exactly to the language used in AIA Document A310™ 2010.

CORPORATE ACKNOWLEDGEMENT

STATE OF MINNESOTA

COUNTY OF STEARNS

On the 20th day of September, 2022, before me, personally appeared Michael Gohman, to me known, who being by me duly sworn, did depose and say that (s)he resides in St. Cloud, MN., that (s)he is the President of W. Gohman Construction Co. the corporation described in and which executed the foregoing instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that (s)he signed his/her name thereto by like order.



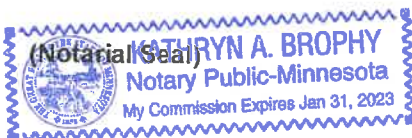
Maxine M Woods
(Notary Signature)

ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF MINNESOTA

COUNTY OF STEARNS

On the 9th day of September, 2022, before me, appeared Anna Plumski, to me personally known, who being by me duly sworn, did say that (s)he is the aforesaid officer or attorney in fact of the Ohio Farmers Insurance Company, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.



K. Brophy
(Notary Signature)

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 08/24/22, FOR ANY PERSON OR PERSONS NAMED BELOW.

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 2260812 09

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

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
ANITA M. FICKER, CHRISTINA GRESSER, MARK A. GRESSER, CAROL WEBER, JERI FREDERICK, BRIAN NOHAVA, KATHRYN BROPHY, ANNA PLUMSKI, JOINTLY OR SEVERALLY

of WAITE PARK and State of MN its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

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 24th day of AUGUST A.D., 2022.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Gary W. Stumper, National Surety Leader and
Senior Executive

State of Ohio
County of Medina ss.:

On this 24th day of AUGUST A.D., 2022, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 9th day of September A.D., 2022.



Frank A. Carrino, Secretary

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
1200 Hancock Street
Becker, MN 55308

BID FROM: HenKemeyer Coatings Inc.

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the Becker Public Schools-Intermediate - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 7 Painting

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Seventy nine thousand six hundred dollars

\$ 79,600.00

2. Work Scope _____

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ _____

\$ _____

3. Work Scope _____

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ _____

\$ _____

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

for the Combined Base Bid Sum of:

\$ _____

\$ _____

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ _____

\$ _____

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 9/6/22 Addenda No. 3 Dated 9/14/22

Addenda No. 2 Dated 9/9/22 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 2103 196th St E (po Box 459)

City: Clearwater State: MN Zip: 55320

Phone Number: 320 558 4447 Fax Number: _____

Name (typed or printed): Jim Henkemeyer

Signature: 

Title: President

Date: 9/14/22

END OF SECTION 00 41 13



AIA®

Document A310™ – 1970

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
(Here insert full name and address or legal title of Contractor)

Henkemeyer Coatings, Inc.
P.O. Box 459
Clearwater, MN 55320

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

West Bend Mutual Insurance Company
1900 South 18th Avenue
West Bend, WI 53095

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

ISD #726 – Becker Public Schools
12000 Hancock St
Becker, MN 55308

as Oblige, hereinafter called the Oblige, 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)

Intermediate IAQ Additions and Remodeling

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige 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 Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige 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

15th

day of **September, 2022**


(Witness)

Henkemeyer Coatings, Inc.
(Principal) (Seal)


(Title)
President

West Bend Mutual Insurance Company
(Surety)


(Witness)


(Title)
Name Alemdar
Attorney-in-Fact (Seal)

INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF _____

SS

COUNTY OF _____

On the _____ day of _____, _____, before me personally appeared

_____ to me

known to be the person(s) described in and who executed the foregoing instrument, as Principal(s), and acknowledged to me that he executed the same as his/her/their free act and deed.

(Notary Seal)

CORPORATE ACKNOWLEDGMENT

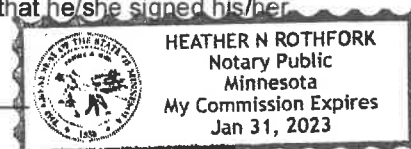
STATE OF Minnesota

SS

COUNTY OF Stearns

On the 15 day of September, 2022 before me personally appeared Jim Henkemeyer to me known, who being by me duly sworn, did say that he/she is the President of Henkemeyer Coatings, Inc, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he/she signed his/her name thereto by like order

(Notary Seal)



ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA

SS

COUNTY OF Washington

On the 15 day of September, 2022, before me personally appeared Name Alemdar to me known, who being duly sworn, did say that he/she is the aforesaid officer or attorney-in-fact of the West Bend Mutual Insurance Company, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

(Notary Seal)





THE SILVER LINING®

Bond No. n/a

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Name Alemdar, Tyler Gerads, Melissa Nordin, Jeffrey Settem

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of:
Ten Million Dollars (\$10,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

Attest

Christopher C. Zwygart

Christopher C. Zwygart
Secretary



Kevin A. Steiner

Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 17th day of August, 2021, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Matthew E. Carlton

Matthew E. Carlton
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 15th day of September, 2022



Heather A. Dunn

Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at West Bend Mutual Insurance Company.

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
1200 Hancock Street
Becker, MN 55308

BID FROM: Minnesota Acoustics

8750 Jefferson Hwy

Maple Grove, MN 55369

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the Becker Public Schools-Intermediate - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 8

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Three Hundred Twenty Nine thousand seven Hundred Dollars

\$329,700.00

2. Work Scope N/A

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ N/A

\$N/A

3. Work Scope N/A

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ N/A

\$N/A

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

N/A

for the Combined Base Bid Sum of:

\$ N/A

\$ N/A

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ N/A

\$ N/A

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 09/06/2022 Addenda No. 3 Dated 09/14/2022

Addenda No. 2 Dated 09/09/2022 Addenda No. Dated

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 8750 Jefferson Hwy

City: Maple Grove State: MN Zip: 55369

Phone Number: 763-416-2891 Fax Number: N/A

Name (typed or printed): Jeremy Pittman

Signature: 

Title: Project Manager

Date: 09/15/2022

END OF SECTION 00 41 13

**Bid Bond****CONTRACTOR:**

(Name, legal status and address)

Minnesota Acoustics Inc.
8750 Jefferson Highway

Maple Grove, MN 55369

SURETY:

(Name, legal status and principal place of business)

Granite Re, Inc.
14001 Quailbrook Drive

Oklahoma City, OK 73134

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

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

OWNER:

(Name, legal status and address)

ISD#726-Becker Public Schools

BOND AMOUNT: Five Percent of the Bid Amount (5% of Bid Amount)**PROJECT: Becker Intermediate School/Acoustical Ceilings**

(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 13th day of September, 2022

(Witness)

(Witness)

Minnesota Acoustics 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.

Init.

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061110

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____, to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of MN)
County of Hennepin)

On this 16 day of September in the year 2022, before me personally come(s) Josh Pittman, to me known, who, being duly sworn, deposes and says that he/she is the president of the Minnesota Acoustics, Inc. the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

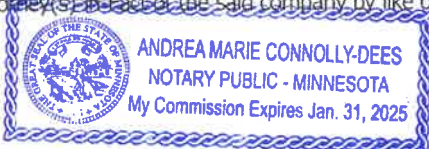


Stacy Alama
Notary Public

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Dakota)

On this 13th day of September, in the year 2022, 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.



Andrea
Notary Public

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

WANDA FRANZ; TOM LAHL; TOM KEMP; LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

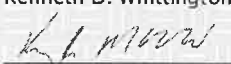
WANDA FRANZ; TOM LAHL; TOM KEMP; LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



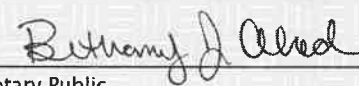

Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
Commission #: 11003620




Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this

13th day of September, 2022.




Kyle P. McDonald, Assistant Secretary

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
1200 Hancock Street
Becker, MN 55308

BID FROM: Sonus Interiors
6325 Sandburg Rd Suite 800
Golden Valley, MN 55427

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects, Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the Becker Public Schools-Intermediate - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 08-Acoustic ceilings and Acoustical Treatments
a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Three hundred Thirty Eight Thousand Three hundred \$ 338,300
dollars.

2. Work Scope _____

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ _____ \$

3. Work Scope _____

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ _____ \$

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

for the Combined Base Bid Sum of:

\$ _____

\$

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ _____

\$

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 9-6-2022 Addenda No. 3 Dated 9-14-2022

Addenda No. 2 Dated 9-9-2022 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

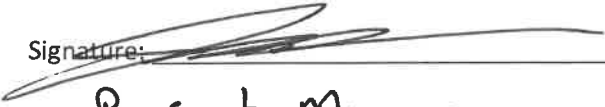
Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 6325 Sandburg Rd Suite 800

City: Golden Valley State: MN Zip: 55427

Phone Number: 763-557-6720 Fax Number: 763-557-0845

Name (typed or printed): Jason Plumley

Signature: 

Title: Project Manager

Date: 9-20-2022

END OF SECTION 00 41 13

THE
CINCINNATI INSURANCE COMPANY
CINCINNATI, OHIO

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Sonus Interiors, Inc.

as Principal, hereinafter called the Principal, and **THE CINCINNATI INSURANCE COMPANY**, 6200 S. Gilmore Road, Fairfield, Ohio 45014-5141, a corporation duly organized under the laws of the State of Ohio, as Surety, hereinafter called the Surety, are held and firmly bound unto
ICS

as Obligee, hereinafter called the Obligee, in the sum of 5% of bid

Dollars (\$ 5% of bid),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Becker Public Schools - Intermediate School Additions & Renovations

12000 Hancock St., Becker, MN 55308

Furnish and Install Acoustical Ceiling Treatments

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 20th day of September

2022


(Witness)

Sonus Interiors, Inc.

(Principal)

(Seal)

By: Jason Plumley

Jason Plumley / Project Manager

(Title)

THE CINCINNATI INSURANCE COMPANY

(Surety)

(Seal)

By: Peter Follse

Peter Follse

Attorney-in-Fact

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, February 1970 Edition.

**PLEASE INSERT IN THE POWER-OF-ATTORNEY SECTION OF YOUR BOND KIT
(INDIVIDUAL ACKNOWLEDGMENT)**

STATE OF _____)
)
COUNTY OF _____) SS

On the _____ day of _____, 2022, before me, a Notary Public within and for said county, personally appeared, _____ to me known to be the person described in and who executed the foregoing instrument, as Principal, and acknowledged to me that he executed the same as his free act and deed.

(Notarial Seal)

Notary Public _____ County _____
My Commission Expires _____

CORPORATE ACKNOWLEDGMENT

STATE OF _____ Minnesota)
)
COUNTY OF _____ Hennipin) SS

On the 20th day of September, 2022, before me, personally appeared _____ Jason Plumley _____ to me known, who being by me duly sworn, did depose and say that he resides in _____ Golden Valley, Minnesota _____, that he is the _____ Project Manager _____ President of the _____ Sonus Interiors, Inc. _____ the corporation described in and which executed the foregoing instrument; that _____ knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that _____ signed _____ name thereto by like order.

(Notarial Seal)

Notary Public _____ County _____
My Commission Expires _____

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF _____ Minnesota)
)
COUNTY OF _____ Washington) SS

On this 20th day of September, 2022, before me appeared _____ Peter Follese _____ to me personally known, who being by me duly sworn, did say that he is the aforesaid officer or attorney in fact of the _____ Attorney in Fact _____, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

(Notarial Seal)

Notary Public _____ County _____
My Commission Expires _____

INSTRUCTIONS

Most Bonds Filed In Minnesota Require The Signature Of The Principal To Be Acknowledged By A Notary Public. Also, The Signature Of The Attorney-In-Fact Should Be Acknowledged By A Notary Public. On The Bond Form Itself There Should Be Two Witnesses To The Signature Of The Principal And Two Witnesses To The Attorney-In-Fact.

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Peter Follese; Elli Ridley; Hilary Belt and/or Brianne Keehan

of Forest Lake, Minnesota

its true and lawful Attorney(s)-in-Fact to sign, execute, seal

and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to
Five Million and No/100 Dollars (\$5,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 8th day of March, 2017.



STATE OF OHIO) ss:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY

Stephen A. Janta
Vice President

On this 8th day of March, 2017, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller
MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration
date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 27th day of April 2022



Sten D. Dan
Secretary

Document Completion Certificate

Document Reference : 34c63daa-1d2e-44ba-9bf8-afc974c312f3
Document Title : Bid Bond - Becker Public Schools
Document Region : Northern Virginia
Sender Name : National Insurance Brokers
Sender Email : info@mynationalbroker.com
Total Document Pages : 3
Secondary Security : Not Required
Participants

1. Jason Plumley (jason@sonusinteriors.com)
2. Peter Follese (p.follese@mynationalbroker.com)

CC

1. k.klabechek@mynationalbroker.com

Document History

Timestamp	Description
09/20/2022 12:46PM UTC	Sender downloaded document.
09/20/2022 12:47PM UTC	Document sent by National Insurance Brokers (info@mynationalbroker.com).
09/20/2022 12:47PM UTC	Email sent to Jason Plumley (jason@sonusinteriors.com).
09/20/2022 12:47PM UTC	Email sent to National Insurance Brokers (info@mynationalbroker.com).
09/20/2022 12:49PM UTC	Document viewed by Jason Plumley (jason@sonusinteriors.com). 96.93.237.52 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/105.0.0.0 Safari/537.36 Edg/105.0.1343.42
09/20/2022 12:49PM UTC	Jason Plumley (jason@sonusinteriors.com) has agreed to terms of service and to do business electronically with National Insurance Brokers (info@mynationalbroker.com). 96.93.237.52 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/105.0.0.0 Safari/537.36 Edg/105.0.1343.42
09/20/2022 12:49PM UTC	Signed by Jason Plumley (jason@sonusinteriors.com). 96.93.237.52 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/105.0.0.0 Safari/537.36 Edg/105.0.1343.42
09/20/2022 12:49PM UTC	Email sent to Peter Follese (p.follese@mynationalbroker.com).
09/20/2022 12:49PM UTC	Document viewed by Peter Follese (p.follese@mynationalbroker.com). 24.124.55.109 Mozilla/5.0 (iPhone; CPU iPhone OS 15_6_1 like Mac OS X) AppleWebKit/605.1.15 (KHTML, like Gecko) Version/15.6.1 Mobile/15E148 Safari/604.1
09/20/2022 12:49PM UTC	Peter Follese (p.follese@mynationalbroker.com) has agreed to terms of service and to do business electronically with National Insurance Brokers (info@mynationalbroker.com). 24.124.55.109 Mozilla/5.0 (iPhone; CPU iPhone OS 15_6_1 like Mac OS X) AppleWebKit/605.1.15 (KHTML, like Gecko) Version/15.6.1 Mobile/15E148 Safari/604.1
09/20/2022 12:49PM UTC	Signed by Peter Follese (p.follese@mynationalbroker.com). 24.124.55.109 Mozilla/5.0 (iPhone; CPU iPhone OS 15_6_1 like Mac OS X) AppleWebKit/605.1.15 (KHTML, like Gecko) Version/15.6.1 Mobile/15E148 Safari/604.1
09/20/2022 12:49PM UTC	Document copy sent to Peter Follese (p.follese@mynationalbroker.com).
09/20/2022 12:49PM UTC	Document copy sent to Jason Plumley (jason@sonusinteriors.com).

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
1200 Hancock Street
Becker, MN 55308

BID FROM: Acoustics Associates, Inc.

1250 Zane Ave N

Golden Valley, MN 55422

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the Becker Public Schools-Intermediate - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 08 - Acoustical Ceilings

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Three Hundred Sixty Nine Thousand Six Hundred Seventy

\$ 369,670.00

2. Work Scope _____

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ _____

\$

3. Work Scope _____

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ _____

\$

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

for the Combined Base Bid Sum of:

\$ _____

\$

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ _____

\$

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 9-6-22 Addenda No. 3 Dated 9-14-22

Addenda No. 2 Dated 9-9-22 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 1250 Zane Ave N

City: Golden Valley State: MN Zip: 55422

Phone Number: 612-386-8277 Fax Number: 763-544-2928

Name (typed or printed): Paul Dean

Signature: 

Title: Project Manager

Date: 9-20-22

END OF SECTION 00 41 13

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

BID BOND

The American Institute of Architects,
AIA® Document A310™ (2010 Edition)

BondNo.B 1267516

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the original text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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.

CONTRACTOR:

(Name, legal status and address)

Acoustics Associates, Inc.
1250 Zane Ave N
Golden Valley, MN 55422

SURETY:

(Name, legal status and principal place of business)

Selective Insurance Company of America
40 Wantage Avenue
Branchville, NJ 07890

OWNER:

(Name, legal status and address)

Becker Public Schools, ISD #726
12000 Hancock Street
Becker, MN 55308

BOND AMOUNT: 5 % Percent of the Total Bid Amount

PROJECT:

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

Becker Intermediate School IAQ Work Scope 08- Acoustical Ceilings & Acoustical Treatment

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

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

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 14th day of September, 2022


(Witness)


(Witness)

(5/20)

Acoustics Associates, Inc.
(Contractor as Principal) (Seal)


(Title) **KEN ALMS, CFO**

Selective Insurance Company of America
(Surety) (Seal)


(Title) **Ann Higgins, Attorney-in-Fact**

A310-2010 1

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **Ann Higgins**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **\$25,000,000.00**

Signed this 14th day of September, 2022

SELECTIVE INSURANCE COMPANY OF AMERICA

By: 

Brian C. Sarisky

Its SVP, Strategic Business Units, Commercial Lines



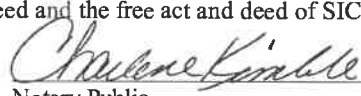
STATE OF NEW JERSEY :

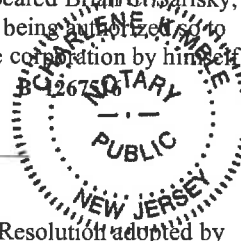
:ss. Branchville

COUNTY OF SUSSEX :

On this 14th day of September, 2022 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.




Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution is in full force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 14th day of September, 2022.


Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

B91 (4-14)

CERTIFIED COPY



**ALL NOTICES REGARDING CLAIMS AGAINST
THIS BOND MUST BE MAILED OR FAXED TO:**

SELECTIVE INSURANCE COMPANY OF AMERICA

Attention: BOND CLAIMS

P.O. Box 7265

London, KY 40742

Email address: csvpriority@selective.com

Telefax: 866-324-3471

Phone: 866-455-9969

For all other inquiries not related to claims, contact
Selective Insurance Company of America
40 Wantage Avenue
Branchville, NJ 07890
1-800-777-9656
1-973-948-3000



Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

BondNo.B 1267516

STATEMENT OF FINANCIAL CONDITION

Public Bid

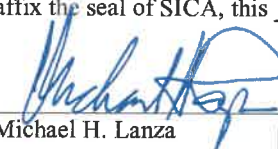
I hereby certify that the following information is contained in the Annual Statement of Selective Insurance Company of America ("SICA") to the New Jersey Department of Banking and Insurance as of December 31, 2021:

<u>ADMITTED ASSETS (in thousands)</u>		<u>LIABILITIES AND SURPLUS (in thousands)</u>	
Bonds	\$1,980,337	Reserve for losses and loss expenses	\$1,271,998
Preferred stocks at convention value	4,815	Reserve for unearned premiums	518,464
Common stocks at convention values	91,382	Provision for unauthorized reinsurance	1,066
Subsidiary common stock at convention values	0	Commissions payable and contingent commissions	39,070
Short-term investments	140,848	Other accrued expenses	33,481
Mortgage loans on real estate (including collateral loans)	62,909	Other liabilities	<u>458,257</u>
Other invested assets	194,151	Total liabilities	2,322,336
Interest and dividends due or accrued	15,464		
Premiums receivable	473,031	Surplus as regards policyholders	<u>838,299</u>
Other admitted assets	<u>197,698</u>		
Total admitted assets	<u>3,160,635</u>	Total liabilities and surplus as regards policyholders	<u>3,160,635</u>

I further certify that the following is a true and exact excerpt from Article VII, Section 1 of the By-Laws of SICA, which is still valid and existing.

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

IN WITNESS WHEREOF, I hereunto subscribe my name and affix the seal of SICA, this 30th day of March, 2022.


Michael H. Lanza
SICA Corporate Secretary



STATE OF NEW JERSEY :

:ss. Branchville

COUNTY OF SUSSEX :

On this 30th day of March, 2022, before me, the undersigned officer, personally appeared Michael H. Lanza, who acknowledged himself to be the Corporate Secretary of SICA, and that he, as such Corporate Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Corporate Secretary.


Notary Public

My Commission Expires:



CHRISTINE MARIE LAWSON
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 15, 2024

ACKNOWLEDGMENT OF PRINCIPAL
(Individual or Partnership)

STATE OF _____
COUNTY OF _____ } ss:

On this _____ day of _____, _____, before me personally
appeared the above named _____

to me known and known to me to be the same described in and who executed the above instrument and dully acknowledged
the execution of the same.

Notary Public _____ County

(Corporation)

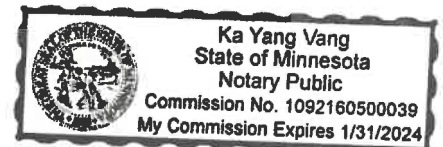
STATE OF MINNESOTA
COUNTY OF HENNEPIN } ss:

On this 15th day of SEPTEMBER, 2022, before me personally
appeared KEN ALME

to me known, who, being by me duly sworn, did depose and say that he/she resides in DAKDALE, MN
that he/she is the CFO of ACOUSTICS ASSOCIATES, 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 affixed by order of the Board of Directors of said
corporation and that he/she signed his/her name thereto by like order.

Notary Public Hennepin County

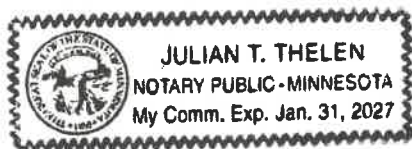
ACKNOWLEDGMENT OF SURETY



STATE OF Minnesota
COUNTY OF Hennepin } ss:

On this 14th day of September, 2022, before me personally
appeared Ann Higgins
duly sworn, did depose and say that he/she resides in _____
that he/she is the Attorney-in-Fact of the
Selective Insurance Company of America

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; and deponent further says that he/she is acquainted
with Ann Higgins and knows him/her to be the
Attorney-in-Fact subscribed to the within instrument is in the genuine handwriting of the said Ann Higgins
and was subscribed thereto by like order of the Board of Directors in the presence of deponent.



Julian Thelen
Notary Public Hennepin County

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
1200 Hancock Street
Becker, MN 55308

BID FROM: Twin City Acoustics, Inc.
9449 Science Center Drive Ste #100
New Hope, MN 55428

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the Becker Public Schools-Intermediate - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 08 - Acoustical Ceilings & Treatment

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Four Hundred and Fourteen Thousand Dollars

\$ 414,000.00

2. **Work Scope** _____

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ _____

\$

3. **Work Scope** _____

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ _____

\$

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

for the Combined Base Bid Sum of:

\$ _____

\$

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ _____

\$

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 9-6-22 Addenda No. 3 Dated 9-14-22

Addenda No. 2 Dated 9-9-22 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 9449 Science Center Drive Ste #100

City: New Hope State: MN Zip: 55428

Phone Number: 763-535-6697 Fax Number: 763-535-5309

Name (typed or printed): Derek Brinker

Signature: 

Title: Vice President

Date: 9-15-22

END OF SECTION 00 41 13

CNA SURETY

Bid Bond

Bond No. Bid Bond

CONTRACTOR:

(Name, legal status and address)

Twin City Acoustics, Inc.
9449 Science Center Drive
New Hope, MN 55428

SURETY: Western Surety Company: South Dakota Corporation

(Name, legal status and principal place
of business)

151 N. Franklin Street
17th Floor
Chicago, IL 60606

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

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

OWNER:

(Name, legal status and address)

Becker Public Schools – ISD 726
@ District Office
12000 2nd Street SE
Becker, MN 55308

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

PROJECT:

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

Becker Intermediate School IAQ
Additions & Renovations
Work Scope 08 – Acoustical Ceilings & Treatment

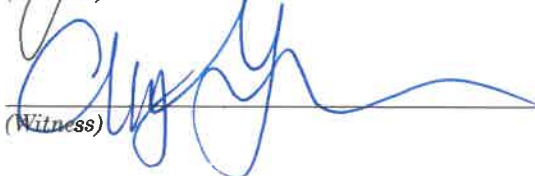
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

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

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 15th day of September, 2022.


(Witness)


(Witness)

Twin City Acoustics, Inc.

(Principal)

(Seal)

(Title) Dave Brinker, President

Western Surety Company

(Surety)

(Seal)

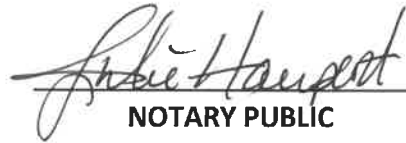
(Title) Gail T. Hayes, Attorney-In-Fact

ACKNOWLEDGMENT OF PRINCIPAL

State of Minnesota

County of Hennepin

On this 15th day of Sept., 2022 before me a Notary Public in and for the State of Minnesota personally appeared Dave Brinker know to me to be the President of the principal described in the within instrument and who executed the same and acknowledge to me that he/she executed the same for on behalf of the said principal.


NOTARY PUBLIC

(SEAL)

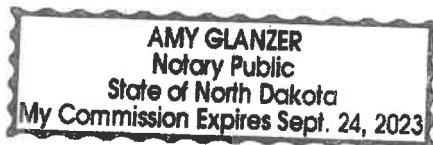


ACKNOWLEDGEMENT OF SURETY

State of North Dakota

County of Cass

On this 15th day of Sept, 2022 before me a Notary Public in and for the State of North Dakota, personally appeared Gail T. Hayes know to be the Attorney-In-Fact of the Surety described in the within instrument and who executed the same and acknowledge to me the he/she executed the same for on behalf of the said Surety.



(SEAL)


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

Brenda L Parker, Judith L Jorissen, Daniel W Werner, Gail T Hayes, Michael J Boub, Tiffany Meduna, Phoebe L Kuntz, Zared Lefor, Charles P Klabo, Anthony Gross, Kristina Holtgard, Ashley Farthing, Amy Glanzer, Kathy Kramer, Senada Ranglall, Susan B Fischer-LeBeau, Jordan Kvale, Individually

of Fargo, ND, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of December, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 10th day of December, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

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 15th day of September 2022



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
1200 Hancock Street
Becker, MN 55308

BID FROM: St. Cloud Acoustics
P.O. Box 758
St. Joseph, MN 56374

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the Becker Public Schools-Intermediate - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope CB. Acoustic Ceilings & Acoustical Treatment
a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Four Hundred Twenty Five Thousand and No/100 → \$ 425,000.00

2. Work Scope _____

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ _____ \$ _____

3. Work Scope _____

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ _____ \$ _____

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

for the Combined Base Bid Sum of:

\$ _____

\$

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ _____

\$

N/A.

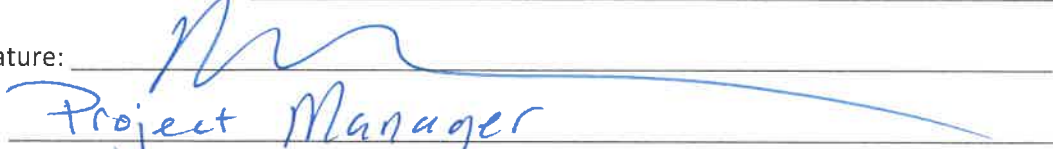
Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 9-6-22 Addenda No. 3 Dated 9-14-22

Addenda No. 2 Dated 9-9-22 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 30762 Pearl Drive, P.O. Box 758
City: St. Joseph State: MN Zip: 56374
Phone Number: 320-363-8585 Fax Number: 320-363-8586
Name (typed or printed): Pete Ehresmann
Signature: 
Title: Project Manager
Date: 9-12-22

END OF SECTION 00 41 13



AIA Document A310™ – 2010

Bond No. RB0090048

Bid Bond

CONTRACTOR:

(Name, legal status and address)

St. Cloud Acoustics, Inc.
30762 Pearl Drive
P.O. Box 758
Saint Joseph, MN 56374

SURETY:

(Name, legal status and principal place of business)

Granite Re, Inc.
14001 Quailbrook Drive

Oklahoma City, OK 73134

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

OWNER:

(Name, legal status and address)

ISD#726-Becker Public Schools

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

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

PROJECT: Becker Public Schools Intermediate IAQ Additions and Remodeling

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

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

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

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of September, 2022

(Witness)

(Witness)

St. Cloud Acoustics, 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.

Init

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05/11/19

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____, to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of MN)
County of Stearns)

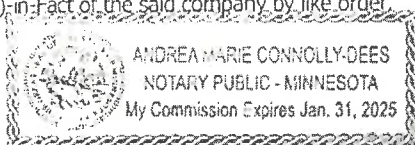
On this 13 day of September, in the year 2022, before me personally come(s) Brian Kalla, to me known, who, being duly sworn, deposes and says that he/she is the President of the St Cloud Acoustics Inc, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Notary Public

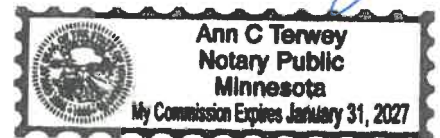
ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Dakota)

On this 13th day of September, in the year 2022, 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



GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

WANDA FRANZ; TOM LAHL; TOM KEMP; LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

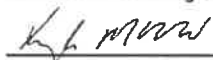
WANDA FRANZ; TOM LAHL; TOM KEMP; LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



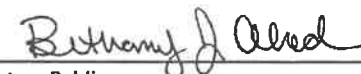

Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
Commission #: 11003620




Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
13th day of September, 2022.




Kyle P. McDonald, Assistant Secretary

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
1200 Hancock Street
Becker, MN 55308

BID FROM: Architectural Sales of MN
6840 Shingle Creek Parkway #5
Brooklyn Center, MN 55430

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects, Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the Becker Public Schools-Intermediate - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope #8 Acoustic Ceilings and Acoustical Treatments

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Four Hundred Seventy Three Thousand Four Hundred Thirty Three

\$ 473,433.00

2. Work Scope _____

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ _____

\$

3. Work Scope _____

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ _____

\$

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

for the Combined Base Bid Sum of:

\$ _____

\$

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ NA _____

\$ NA

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 9.7.22 Addenda No. 2 Dated 9.12.2022

Addenda No. 3 Dated 9.14.2022 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 6840 Shingle Creek Parkway #5

City: Brooklyn Center State: MN Zip: 55428

Phone Number: 763.533.1595 Fax Number: 763.533.7852

Name (typed or printed): Mike Tambornino

Signature: 

Title: President

Date: 9.20.2022

END OF SECTION 00 41 13

Bond No. _____

BID BOND
The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we Architectural Sales of Minnesota, Inc.
6840 Shingle Creek Parkway, Suite 5, Brooklyn Center, MN 55430

as Principal hereinafter called the Principal, and Old Republic Surety Company
a corporation duly organized under the laws of the state of Wisconsin as Surety, hereinafter called the Surety,
are held and firmly bound unto Becker Public Schools - ISD 726, 12000 Hancock Street, Becker, MN 55308

as Obligee, hereinafter called the Obligee, in the sum of FIVE PERCENT OF AMOUNT BID

Dollars (\$ 5%), for the payment of which sum well and truly to be made, the said Principal and the
said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly
by these presents.

WHEREAS, the Principal has submitted a bid for #8 Acoustic Ceilings and Acoustical Treatments, Becker Public
Schools - ISD 726 Becker Intermediate Additions and Remodeling, 12000 Hancock Street SE, Becker, MN 55308

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the
bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for
the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the
Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference
not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the
Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation
shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 16th day of September, 2022

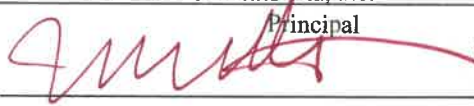


Witness

Architectural Sales of Minnesota, Inc.

Principal

(Seal)

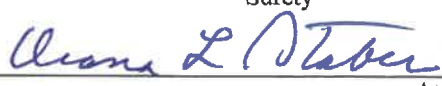
By: 

Name/Title

Old Republic Surety Company

Surety

(Seal)

By: 

Diana L. Staber

Attorney-in-Fact

**PLEASE INSERT IN THE POWER-OF-ATTORNEY SECTION OF YOUR BOND KIT
(INDIVIDUAL ACKNOWLEDGMENT)**

STATE OF _____)
COUNTY OF _____) SS

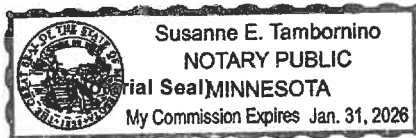
On the _____ day of _____, before me, a Notary Public within and for said county, personally appeared, _____ to me known to be the person described in and who executed the foregoing instrument, as Principal, and acknowledged to me that he executed the same as he free act and deed.

Notary Public _____ County Minnesota
(Notarial Seal) My Commission Expires _____

CORPORATE ACKNOWLEDGMENT

STATE OF Minnesota)
COUNTY OF Hennepin) SS

On the 16th day of September, 2022, before me, personally appeared _____ to me known, who being by me duly sworn, did depose and say that he resides in _____, that he is the _____ President of the Architectural Sales of Minnesota, Inc. the corporation described in and which executed the foregoing instrument; that _____ knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that _____ signed _____ name thereto by like order.



Susanne E. Tambornino
Notary Public Hennepin County Minnesota
My Commission Expires 1-31-26

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF Minnesota)
COUNTY OF Hennepin) SS

On this 16th day of September, 2022, before me appeared Diana L. Staber to me personally known, who being by me duly sworn, did say that he is the aforesaid officer or attorney in fact of the Old Republic Surety Company, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.



Melanie Rae Smith
Notary Public Hennepin County Minnesota
My Commission Expires January 31, 2025

INSTRUCTIONS

Most Bonds Filed In Minnesota Require The Signature Of The Principal To Be Acknowledged By A Notary Public. Also, The Signature Of The Attorney-In-Fact Should Be Acknowledged By A Notary Public. On The Bond Form Itself There Should Be Two Witnesses To The Signature Of The Principal And Two Witnesses To The Attorney-In-Fact.



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

STEVEN A. HOLMQUIST, DIANA L. STABER, MAC ADAM T. GORDON, JAMES BURIAN, OF MAPLE GROVE, MN

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds); as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 25TH day of APRIL, 2022.

Karen J. Haffner

Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 25TH day of APRIL, 2022, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My commission expires: 9/28/2022

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-3762



Signed and sealed at the City of Brookfield, WI this 16th day of September, 2022.

Karen J. Haffner

Assistant Secretary

RAY SMITH INS. AGENCY, INC.

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
1200 Hancock Street
Becker, MN 55308

BID FROM: Commercial Flooring Services LLC d/b/a CFS Interiors and Flooring

940 Apollo Road, Suite 110

Eagan, MN 55121

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the Becker Public Schools-Intermediate - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 09 - Flooring and Tile

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Eighty Five Thousand Seven Hundred Sixty Two Dollars

\$ 85,762.00

2. Work Scope NA

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ NA

\$ NA

3. Work Scope NA

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ NA

\$ NA

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

NA

for the Combined Base Bid Sum of:

\$ NA

\$ NA

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ NA

\$ NA

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 09/06/2022 Addenda No. 2 Dated 09/09/2022

Addenda No. 3 Dated 09/14/2022 Addenda No. Dated

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 940 Apollo Road, Suite 110

City: Eagan State: MN Zip: 55121

Phone Number: 651-681-8100 Fax Number: 651-681-1385

Name (typed or printed): Jeff Neyssen

Signature: Jeff Neyssen

Digitally signed by Jeff Neyssen
DN: cn=US, email=JNeyssen@cfs-floors.com, o="CFS Interiors and
Flooring", cn=Jeff Neyssen
Date: 2022.09.20 09:21:13 -0500

Title: Sr. Account Manager

Date: 09/20/2022

END OF SECTION 00 41 13



AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Commercial Flooring Services, LLC

940 Apollo Road #110

Eagan, MN 55121

OWNER:

(Name, legal status and address)
ISD #726 - Becker Public School District

12000 Hancock Street

Becker, MN 55308

BOND AMOUNT:

*** FIVE PERCENT OF AMOUNT BID ***

PROJECT:

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

Work Scope 09-Flooring and Tile In connection with Becker Intermediate School Additions and Remodeling

SURETY:

(Name, legal status and principal place of business)

Swiss Re Corporate Solutions America Insurance Corporation

1200 Main Street #800

Kansas City, MO 64105

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 15th day of September 2022


(Witness)

Commercial Flooring Services, LLC

(Principal)

(Seal)

(Title)

Swiss Re Corporate Solutions America Insurance Corporation

(Surety)

(Seal)

(Title)

Nicholas L. Newton

Attorney-In-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF _____

SS

COUNTY OF _____

On the _____ day of _____, _____, before me personally appeared

_____ to me known to be the person(s) described in and who executed the foregoing instrument, as Principal(s), and acknowledged to me that ___he___ executed the same as his/her/their free act and deed.

(Notary Seal)

CORPORATE ACKNOWLEDGMENT

STATE OF Minnesota

SS

COUNTY OF Dakota

On the 17 day of Sept, 2022, before me personally appeared

Michael J. Marden to me known, who being by me duly sworn, did say that he/she is the VP of the CFS, 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



[Signature]

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA

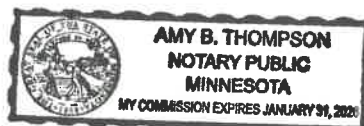
SS

COUNTY OF Ramsey

On the 15th day of September, 2022, before me personally appeared **Nicholas L. Newton** to me known, who being duly sworn, did say that he/she is the aforesaid officer or attorney-in-fact of the **Swiss Re Corporate Solutions America Insurance Corporation** a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

Amy B. Thompson

(Notary Seal)



SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIALTY INSURANCE COMPANY ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

NICHOLAS L. NEWTON, JENNIFER F. NEWTON, AMY B. THOMPSON, LISA EUBANKS and BARBARA L. OLSON

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 SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

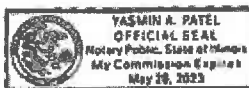
this 25TH day of MAY, 2022

State of Illinois
County of Cook



Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 25TH day of MAY, 2022, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Yasmin A. Patel

Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 15th day of September, 2022.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
1200 Hancock Street
Becker, MN 55308

BID FROM: Grazzini Brothers & Company
1175 Eagan Industrial Road
Eagan, MN 55121

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the Becker Public Schools-Intermediate - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 09 Flooring / Tile

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ One Hundred Twenty Five Thousand One Hundred Fifteen Dollars \$ 125,115.00

2. Work Scope _____

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ _____ \$

3. Work Scope _____

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ _____ \$

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

for the Combined Base Bid Sum of:

\$ _____ \$

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ _____ \$

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 09/06/2022 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. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 1175 Eagan Industrial Road

City: Eagan State: MN Zip: 55121

Phone Number: 651-994-4140 Fax Number: 651-452-2701

Name (typed or printed): Chad Haase

Signature: 

Title: Senior Project Manager

Date: 09/15/2022

END OF SECTION 00 41 13

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Grazzini Brothers & Company

1175 Eagan Industrial Road

Eagan, MN 55121

OWNER:

(Name, legal status and address)
Becker Public Schools - ISD #726

12000 Hancock Street

Becker, MN 55308

BOND AMOUNT:

Five Percent (5%) of Total Amount Bid

PROJECT:

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

Becker Public Schools-Intermediate School Additions & Renovations (IAQ), 12000 Hancock St SE, Becker, MN 55308, Work Scope 09 - Flooring and Tile

SURETY:

(Name, legal status and principal place of business)

Western Surety Company

151 N Franklin Street

Chicago, IL 60606

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

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

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

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

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **15th** day of **September, 2022.**

James R Olson
(Witness)

Grazzini Brothers & Company

(Principal)

(Seal)

(Title) **Gregory P. Grazzini, President/CEO**

Michael Schultz
(Witness)

Western Surety Company

(Surety)

(Seal)

(Title) **R.C. Bowman, Attorney-in-Fact**

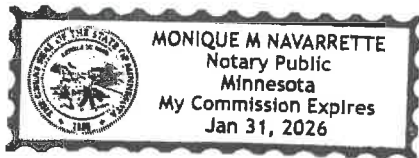


By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond.

CORPORATE ACKNOWLEDGMENT

State of Minnesota)
) ss
County of Dakota)

On this 15th day of September 2022, before me appeared Gregory P. Grazzini, to me personally known, who, being by me duly sworn, did say that he/she is the President/CEO of Grazzini Brothers & Company, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and that said Gregory P. Grazzini acknowledged said instrument to be the free act and deed of said corporation.

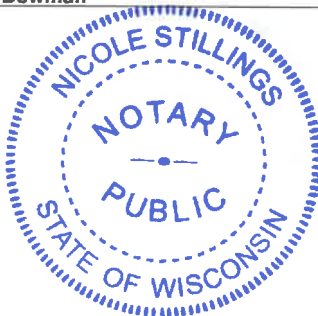


Monique M. Navarrette
Notary Public Dakota County, Minnesota
My commission expires 01/31/2026

SURETY ACKNOWLEDGMENT

State of Wisconsin)
) ss
County of Dane)

On this 15th day of September 2022, before me appeared R.C. Bowman, to me personally know, who being by me duly sworn, did say that (s)he is the Attorney-in-Fact of Western Surety Company, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was executed in behalf of said corporation by authority of its Board of Directors; and that said R.C. Bowman acknowledged said instrument to be the free act and deed of said corporation.



Nicole Stillings
Notary Public Dane County, Wisconsin
My commission expires 9/19/2026

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

R. W. Frank, Nicole Stillings, Rachel Thomas, Joshua R. Loftis, Ted Jorgensen, Sandra M. Engstrum, Melinda C. Blodgett, R. C. Bowman, Brian J. Oestreich, Lin Ulven, Emily White, Nathan Weaver, C. White, Individually

of Minneapolis, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of December, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 21st day of December, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

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 15th day of September . 2022



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
1200 Hancock Street
Becker, MN 55308

BID FROM: WTG Terrazzo & Tile, Inc.

12101 Nicollet Avenue

Burnsville, MN 55337

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the Becker Public Schools-Intermediate - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 10 Terrazzo

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

One Hundred and Thirty-Eight Thousand Three Hundred
\$ and Thirty-Five Dollars

\$ 138,335.00

2. Work Scope

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$

\$

3. Work Scope

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$

\$

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

for the Combined Base Bid Sum of:

\$ _____

\$

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ _____

\$

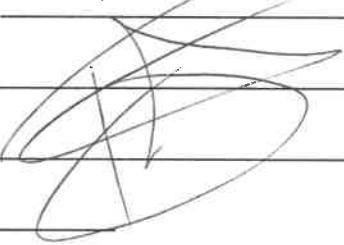
Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 9/6/22 Addenda No. 3 Dated 9/14/22

Addenda No. 2 Dated 9/9/22 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 12101 Nicollet Avenue
City: Burnsville, MN 55337 State: MN Zip: 55337
Phone Number: 952-746-9060 Fax Number: 952-746-9059
Name (typed or printed): Tony Grazzini
Signature: 
Title: President
Date: 9/15/22

END OF SECTION 00 41 13

 AIA[®] Document A310[™] – 1970

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
(Here insert full name and address or legal title of Contractor)

WTG Terrazzo & Tile, Inc.
12101 Nicollet Ave S
Burnsville, MN 55337

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

Swiss Re Corporate Solutions America Insurance Corporation
1200 Main Street
Kansas City, MO 64105

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

ISD #726 – Becker Public Schools
12000 Hancock St
Becker, MN 55308

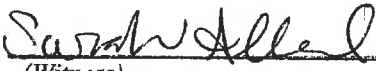
as Oblige, hereinafter called the Oblige, in the sum of **Five Percent (5%) of the Amount of the Bid**
Dollars (\$ **5%**), for the payment
of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)

Becker Public Schools Intermediate IAQ Additions & Remodeling Work Scope 10- Terrazzo

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige 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 Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige 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 **15th** day of **September, 2022**


(Witness)

WTG Terrazzo & Tile, Inc.
(Principal) (Seal)

(Title)

Swiss Re Corporate Solutions America Insurance Corporation
(Surety)

(Witness)

(Title)


Name Alemdar
Attorney-in-Fact

(Seal)

INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF _____

SS

COUNTY OF _____

On the _____ day of _____, _____, before me personally appeared

_____ to me known to be the person(s) described in and who executed the foregoing instrument, as Principal(s), and acknowledged to me that he executed the same as his/her/their free act and deed.

(Notary Seal)

CORPORATE ACKNOWLEDGMENT

STATE OF MINNESOTA

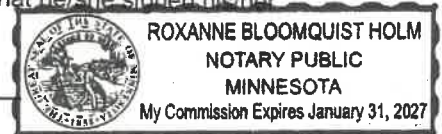
SS

COUNTY OF DAKOTA

On the 15 day of September, 2022 before me personally appeared TONY GRAZZINI to me known, who being by me duly sworn, did say that he/she is the PRESIDENT of WTG Terrazzo & Tile, 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)

Roxanne B. Holm



ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA

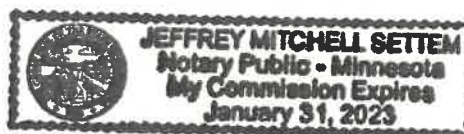
SS

COUNTY OF Washington

On the 15 day of September, 2022, before me personally appeared Name Alemdar to me known, who being duly sworn, did say that he/she is the aforesaid officer or attorney-in-fact of the Swiss Re Corporate Solutions America Insurance Corporation, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

(Notary Seal)

[Signature]



SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIALTY INSURANCE COMPANY ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

ALAN STARKS, JEFF SETTEM, MELISSA NORDIN, NAME ALEMDAR, CHARLES CHRISTENSEN, TYLER L. GERADS and ALEXANDRA KISSELL

JOINTLY or SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 29TH day of APRIL, 2022

State of Illinois
County of Cook



Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 29TH day of APRIL, 2022, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Yasmin A. Patel

Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 15th day of SEPTEMBER, 2022.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
1200 Hancock Street
Becker, MN 55308

BID FROM: Grazzini Brothers & Company
1175 Eagan Industrial Road
Eagan, MN 55121

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the Becker Public Schools-Intermediate - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 10 Terrazzo

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ One Hundred Forty Four Thousand Two Hundred Dollars

\$ **144,200.00**

2. Work Scope _____

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ _____

\$

3. Work Scope _____

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ _____

\$

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

for the Combined Base Bid Sum of:

\$ _____ \$

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ _____ \$

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 09/06/2022 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. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 1175 Eagan Industrial Road

City: Eagan State: MN Zip: 55121

Phone Number: 651-452-1205 Fax Number: 651-452-2701

Name (typed or printed): Mark Miranda

Signature: 

Title: Senior Project Manager

Date: 09/15/2022

END OF SECTION 00 41 13

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Grazzini Brothers & Company

1175 Eagan Industrial Road

Eagan, MN 55121

OWNER:

(Name, legal status and address)

Becker Public Schools - ISD #726

12000 Hancock Street

Becker, MN 55308

BOND AMOUNT:

Five Percent (5%) of Total Amount Bid

PROJECT:

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

Becker Public Schools-Intermediate School Additions & Renovations (IAQ), 12000 Hancock St SE, Becker, MN 55308, Work Scope 10 - Terrazzo

SURETY:

(Name, legal status and principal place of business)

Western Surety Company

151 N Franklin Street

Chicago, IL 60606

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

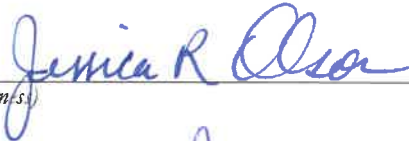
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

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

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **15th** day of **September, 2022.**


(Witness)

Grazzini Brothers & Company

(Principal)

(Seal)

(Title) **Gregory P. Grazzini, President/CEO**


(Witness)

Western Surety Company

(Surety)

(Seal)

(Title) **R.C. Bowman, Attorney-in-Fact**

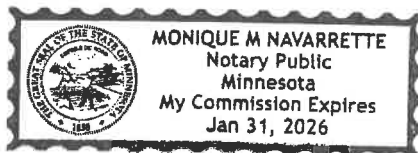


By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond.

CORPORATE ACKNOWLEDGMENT

State of Minnesota)
) ss
County of Dakota)

On this 15th day of September, 2022, before me appeared Gregory P. Grazzini, to me personally known, who, being by me duly sworn, did say that he/she is the President/CEO of Grazzini Brothers & Company, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and that said Gregory P. Grazzini acknowledged said instrument to be the free act and deed of said corporation.

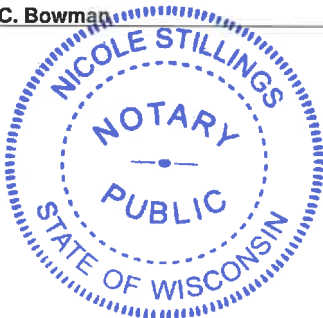


Monique M. Navarrette
Notary Public Dakota County, Minnesota
My commission expires 01/31/2026

SURETY ACKNOWLEDGMENT

State of Wisconsin)
) ss
County of Dane)

On this 15th day of September, 2022, before me appeared R.C. Bowman, to me personally know, who being by me duly sworn, did say that (s)he is the Attorney-in-Fact of Western Surety Company, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was executed in behalf of said corporation by authority of its Board of Directors; and that said R.C. Bowman acknowledged said instrument to be the free act and deed of said corporation.



Nicole Stillings
Notary Public Dane County, Wisconsin
My commission expires 9/19/2026

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

R. W. Frank, Nicole Stillings, Rachel Thomas, Joshua R. Loftis, Ted Jorgensen, Sandra M. Engstrum, Melinda C. Blodgett, R. C. Bowman, Brian J. Oestreich, Lin Ulven, Emily White, Nathan Weaver, C. White, Individually

of Minneapolis, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of December, 2021.



WESTERN SURETY COMPANY

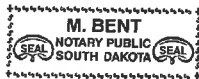
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 21st day of December, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

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 15th day of September . 2022



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
1200 Hancock Street
Becker, MN 55308

BID FROM: Advance Terrazzo & Tile Co., Inc
425 Coon Rapids Blvd
Coon Rapids, MN 55433

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the Becker Public Schools-Intermediate - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope # 10 Terrazzo

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ ONE HUNDRED SIXTY EIGHT THOUSAND \$ 168,625.00
SIX HUNDRED TWENTY FIVE

2. Work Scope _____

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ _____ \$

3. Work Scope _____

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ _____ \$

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

for the Combined Base Bid Sum of:

\$ _____

\$

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ _____

\$

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 9/6/22 Addenda No. 3 Dated 9/14/22
Addenda No. 2 Dated 9/9/22 Addenda No. _____ Dated _____
MEMO A 9/15/22

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 425 COON RAPIDS BLVD NW
City: COON RAPIDS State: MN Zip: 55433
Phone Number: 763-780-5590 Fax Number: AARON@ADNTRZ.COM
Name (typed or printed): AARON P. MERZER
Signature: 
Title: VICE PRESIDENT
Date: 9/20/22

END OF SECTION 00 41 13

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Advance Terrazzo & Tile Co., Inc.

425 Coon Rapids Blvd

Coon Rapids, MN 55433

OWNER:

(Name, legal status and address)

Becker Public Schools - ISD #726

12000 Hancock Street

Becker, MN 55308

BOND AMOUNT:

Five Percent (5%) of Total Amount Bid

PROJECT:

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

Becker Public Schools-Intermediate School Additions & Renovations (IAQ), Work Scope 10 - Terrazzo

SURETY:

(Name, legal status and principal place of business)

Farmington Casualty Company

One Tower Square

Hartford, CT 06183

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

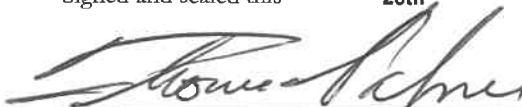
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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 20th day of **September, 2022.**


(Witness)


(Witness)

Advance Terrazzo & Tile Co., Inc.

(Principal)

(Seal)


(Title), **Andrew A. Scandigli** Vice-President

Farmington Casualty Company

(Surety)

(Seal)


(Title) **Ted R. Jorgensen, Attorney-in-Fact**

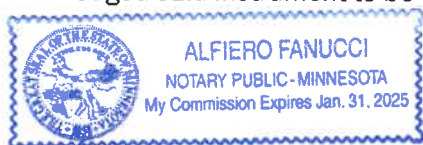


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CORPORATE ACKNOWLEDGMENT

State of Minnesota)
) ss
County of Anoka)

On this 20th day of September 2022, before me appeared Andrew A. Scardigli, to me personally known, who, being by me duly sworn, did say that he/she is the Vice-President of Advance Terrazzo & Tile Co., 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 Andrew A. Scardigli acknowledged said instrument to be the free act and deed of said corporation.

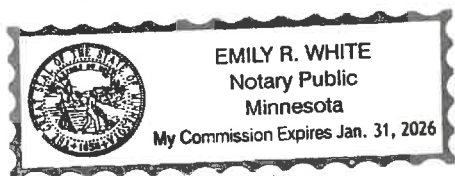


Alfiero Fanucci
Notary Public Anoka County, _____
My commission expires 1-31-2025

SURETY ACKNOWLEDGMENT

State of Minnesota)
) ss
County of Becker)

On this 20th day of September 2022, before me appeared Ted R. Jorgensen, to me personally know, who being by me duly sworn, did say that (s)he is the Attorney-in-Fact of Farmington Casualty Company, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was executed in behalf of said corporation by authority of its Board of Directors; and that said Ted R. Jorgensen acknowledged said instrument to be the free act and deed of said corporation.



Emily R. White
Notary Public Becker County, Minnesota
My commission expires 1/31/2026



Farmington Casualty Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company (the "Company") is a corporation duly organized under the laws of the State of Connecticut, and that the Company does hereby make, constitute and appoint MELINDA C BLODGETT, R. C. BOWMAN, Sandra M. Engstrum, R. W. FRANK, TED R JORGENSEN, JOSHUA R LOFTIS, BRIAN J OESTREICH, Nicole Stillings, RACHEL THOMAS, LIN ULVEN, C. WHITE, Emily White, and Nathan Weaver of Minneapolis, Minnesota, its true and lawful Attorney (s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Company has caused this instrument to be signed, and its corporate seal to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: 

Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of the Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Company by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026





Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Board of Directors of the Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, any Assistant Treasurer, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of the Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by the Company, which remains in full force and effect.

Dated this **20th** day of **September**, 2022





Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which the power is attached.

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
1200 Hancock Street
Becker, MN 55308

BID FROM: Breth-Zenzen Fire Protection
8053 Sterling Dr.
St. Joseph MN 56374

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects, Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the Becker Public Schools-Intermediate - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope #11 Fire Suppression

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ One hundred ninety one thousand , and \$ 191,400.00
Four hundred dollars

2. Work Scope _____

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ _____ \$

3. Work Scope _____

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ _____ \$

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

for the Combined Base Bid Sum of:

\$ _____ \$

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ _____ \$

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 9-6-22 Addenda No. 2 Dated 9-9-22

Addenda No. 3 Dated 9-14-22 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 8053 Sterling Dr.
City: St. Joseph State: MN Zip: 56374
Phone Number: 320-492-3203 Fax Number: josh@bzfire.com
Name (typed or printed): Josh Welle
Signature: Josh Welle
Title: Sales
Date: 9-20-22

END OF SECTION 00 41 13

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Breth-Zenzen Fire Protection, LLC

8053 Sterling Drive, Suite 101
St. Joseph, MN 56374

OWNER:

(Name, legal status and address)

Becker Public Schools
12000 Hancock Street
Becker, MN 55308

BOND AMOUNT: ***FIVE PERCENT OF AMOUNT BID***

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

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

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

PROJECT:

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

Becker Intermediate School Remodel

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

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

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 15th day of September, 2022
Breth-Zenzen Fire Protection, LLC


(Witness)

(Principal)

(Seal)

(Title)

Liberty Mutual Insurance Company

(Surety)

(Seal)

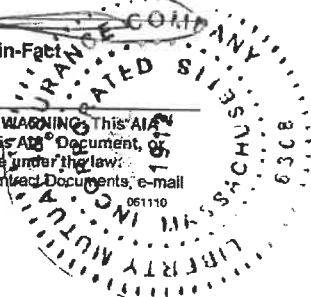
(Title)

Thomas O. Chambers, Attorney-in-Fact


(Witness)

Init.

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This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8207515-969054**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Chelsea A. Bremer; David J. Rudnik; Eric Olson; Kimberly S. Rasch; Thomas O. Chambers; Todd Schaap

all of the city of Franksville state of WI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of March, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 17th day of March, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
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 15th day of September, 2022.



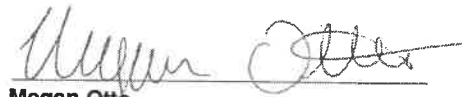
By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

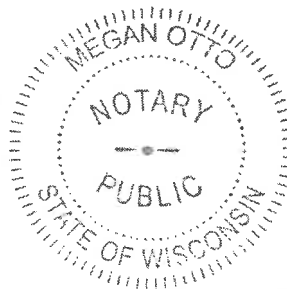
STATE OF WISCONSIN)

COUNTY OF **Kenosha**)

ON THIS 15th day of September, 2022,
before me, a notary public, within and for said County and State, personally appeared ____
Thomas O. Chambers to me personally known, who being duly sworn,
upon oath did say that he is the Attorney-in-Fact of and for the _____
Liberty Mutual Insurance Company, a corporation
of Massachusetts, created, organized and existing under and
by virtue of the laws of the State of Massachusetts; that the corporate seal
affixed to the foregoing within instrument is the seal of the said Company; that the seal
was affixed and the said instrument was executed by authority of its Board of Directors;
and the said Thomas O. Chambers did acknowledge that he/she
executed the said instrument as the free act and deed of said Company.



Megan Otto
Notary Public, **Kenosha** County, Wisconsin
My Commission Expires **3/3/2024**



SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
1200 Hancock Street
Becker, MN 55308

BID FROM: Summit Fire Protection

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects, Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the Becker Public Schools-Intermediate - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope #11 - Fire Suppression

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Two Hundred Sixty-Two Thousand Five Hundred Dollars \$ 262,500.00

2. Work Scope _____

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ _____

\$

3. Work Scope _____

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ _____

\$

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

_____ No Bid _____

for the Combined Base Bid Sum of:

\$ _____

\$

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ _____ N/A _____

\$ 0.00

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 9/6/22 Addenda No. 2 Dated 9/9/22

Addenda No. 3 Dated 9/14/22 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 418 Great Oak Drive

City: Waite Park State: MN Zip: 56387

Phone Number: 320-257-6390 Fax Number: 320-257-6392

Name (typed or printed): Chad Larsen

Signature: 

Title: Estimator

Date: 9/20/22

END OF SECTION 00 41 13

**AIA****Document A310™ – 2010**

Bond No. CB0000174

Bid Bond**CONTRACTOR:***(Name, legal status and address)***Summit Fire Protection Co.
418 Great Oak Drive****Waite Park, MN 56387****SURETY:***(Name, legal status and principal place of business)***XL Specialty Insurance Company
505 Eagleview Blvd., Suite 100****Exton, PA 19341**

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

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

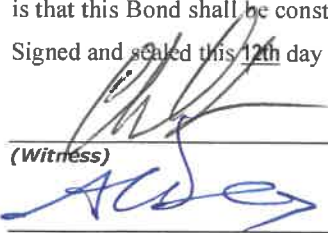
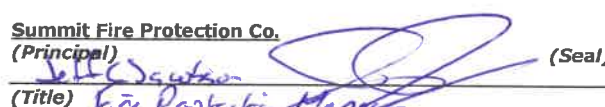
OWNER:*(Name, legal status and address)***ISD#726-Becker Public Schools****BOND AMOUNT: Five Percent of the Bid Amount (5% of Bid Amount)****PROJECT: Becker Intermediate School Addition and Renovation - Fire Protection***(Name, location or address, and Project number, if any)*

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

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

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of September, 2022


(Witness)
(Witness)**Summit Fire Protection Co.
(Principal)**
(Title)**XL Specialty Insurance Company
(Surety)**
(Title) Troy Staples, Attorney-in-Fact

(Seal)

(Seal)

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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201:10

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____, to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

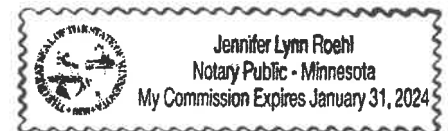
State of Minnesota)
County of Stearns)

On this 13th day of September, in the year 2022, before me personally come(s) Jeff C. Jacobson, to me known, who, being duly sworn, deposes and says that he/she is the Fire Protection Manager of the Summit Fire Protection the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Jennifer Lynn Roehl
Notary Public

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Dakota)



On this 12th day of September, in the year 2022, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of XL Specialty Insurance Company with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of XL Specialty Insurance Company company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.

Andrea Marie Connolly-Dees
Notary Public





Power of Attorney
XL Specialty Insurance Company
XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER
LIMITED POWER OF ATTORNEY

XL 1619745

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware insurance company with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, do hereby nominate, constitute, and appoint:

Jennifer Boyles, Nicholas Hochban, Thomas Kemp, Zachary Pate, Troy Staples, Tom Lahl

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed \$100,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this July 18th, 2022.



XL SPECIALTY INSURANCE COMPANY

by:

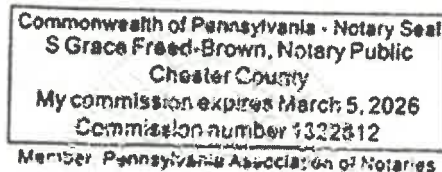
Gregory Boal, VICE PRESIDENT

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

Attest:

Kevin M. Mirsch, ASSISTANT SECRETARY

On this 18th day of July, 2022, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



S. Grace Freed-Brown, NOTARY PUBLIC

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
1200 Hancock Street
Becker, MN 55308

BID FROM: Weidner Plumbing and Heating Co.

29 Wilson Ave NE

St. Cloud, MN 56304

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects, Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the Becker Public Schools-Intermediate - Additions & Remodeling, undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 12 - Mechanical

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ four million four hundred fifty six thousand five hundred and zero cents \$ 4,456,500.00

2. Work Scope N/A

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ N/A \$ N/A

3. Work Scope N/A

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ N/A \$ N/A

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

N/A

for the Combined Base Bid Sum of:

\$ N/A

\$ N/A

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ N/A

\$ N/A

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 9/06/22 Addenda No. 3 Dated 9/14/22

Addenda No. 2 Dated 9/09/22 Addenda No. Dated

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 29 Wilson Ave NE

City: St. Cloud State: MN Zip: 56304

Phone Number: 320-252-3000 Fax Number: 320-252-3046

Name (typed or printed): Bruce Gohmann

Signature: 

Title: President

Date: 09/20/22

END OF SECTION 00 41 13

OHIO FARMERS INSURANCE COMPANY

Westfield Group® 1 Park Circle, P O Box 5001, Westfield Center, Ohio 44251-5001

Conforms to Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Weidner Plumbing and Heating Co.
29 Wilson Avenue NE
St. Cloud, MN 56304

SURETY:

(Name, legal status and principal place of business)

OHIO FARMERS INSURANCE COMPANY
1 Park Circle, PO Box 5001
Westfield Center, OH 44251-5001

OWNER:

(Name, legal status and address)

Becker Public Schools ISD #726
12000 Hancock Street
Becker, MN 55308

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

PROJECT:

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

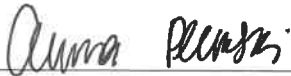
Becker Public Schools - Intermediate School Additions & Renovations (IAQ)
Work Scope #12 - Mechanical
Becker, MN

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

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

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 14th day of September, 2022.



(Witness)

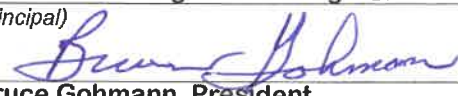


(Witness)

Weidner Plumbing and Heating Co.

(Principal)

By:


Bruce Gohmann, President

(Seal)

(Title)

OHIO FARMERS INSURANCE COMPANY

(Surety)

By:


Kathryn Brophy, Attorney-In-Fact

(Seal)

(Title)

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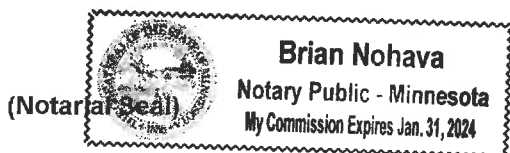
BD5084 OFWWN (10/2010)

CORPORATE ACKNOWLEDGEMENT

STATE OF MINNESOTA

COUNTY OF STEARNS

On the 14th day of September, 2022, before me, personally appeared Bruce Gohmann, to me known, who being by me duly sworn, did depose and say that (s)he resides in Clearwater, MN, that (s)he is the President of Weidner Plumbing and Heating Co. the corporation described in and which executed the foregoing instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that (s)he signed his/her name thereto by like order.



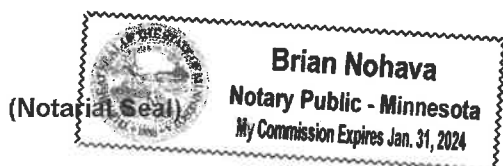

(Notary Signature)

ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF MINNESOTA

COUNTY OF STEARNS

On the 14th day of September, 2022, before me, appeared Kathryn Brophy, to me personally known, who being by me duly sworn, did say that (s)he is the aforesaid officer or attorney in fact of the Ohio Farmers Insurance Company, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.




(Notary Signature)

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 06/24/22, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 2260812 09

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
ANITA M. FICKER, CHRISTINA GRESSER, MARK A. GRESSER, CAROL WEBER, JERI FREDERICK, BRIAN NOHAVA, KATHRYN BROPHY, ANNA PLUMSKI, JOINTLY OR SEVERALLY

of WAITE PARK and State of MN its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 24th day of AUGUST A.D., 2022.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:

Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 24th day of AUGUST A.D., 2022, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 14th day of September A.D., 2022.



Frank A. Carrino, Secretary

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
1200 Hancock Street
Becker, MN 55308

BID FROM: McDowall Company
1431 Prosper Drive
Waite Park MN 56387

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects, Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the Becker Public Schools-Intermediate - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope #12 - Mechanical

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

Four million six hundred seventy two thousand seven hundred

\$ 4,672,700

2. Work Scope _____

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ _____

\$ _____

3. Work Scope _____

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ _____

\$ _____

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

_____ No Bid _____

for the Combined Base Bid Sum of:

\$ _____

\$

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ _____ No Bid _____

\$

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 9-6-22 Addenda No. 3 Dated 9-14-22

Addenda No. 2 Dated 9-9-22 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 1431 Prosper Drive

City: Waite Park State: MN Zip: 56387

Phone Number: 320-251-8640 Fax Number: 320-251-9317

Name (typed or printed): Mark Dingmann

Signature: 

Title: Vice President

Date: September 15, 2022

END OF SECTION 00 41 13



AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

McDowall Company

PO Box 606

Waite Park, MN 56387

OWNER:

(Name, legal status and address)

Becker Public Schools, ISD #726

12000 Hancock Street

Becker, MN 55308

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

PROJECT:

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

Becker Public Schools Intermediate IAQ Additions & Remodeling

SURETY:

(Name, legal status and principal place of business)

Western Surety Company

151 N. Franklin St.

Chicago, IL 60606

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

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

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

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

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 15th day of September, 2022

Amy Horan
(Witness)

McDowall Company

(Principal)

(Seal)

Mahe
(Title), Vice President

Western Surety Company

(Surety)

(Seal)

Naomi Lerman
(Title)

Naomi Lerman

Attorney-in-fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

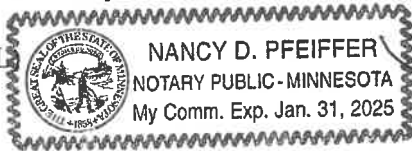
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CORPORATE ACKNOWLEDGMENT

STATE OF Minnesota
COUNTY OF Benton

On the 15th day of September, 2022, before me personally appeared, Mark Dingmann to me, who being duly sworn, did depose and say: that s/he resides in Sartell, MN that s/he is the Vice President of the McDowall Company the corporation described in and which executed the foregoing instrument; that s/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that s/he signed her/his name thereto by like order.

(SEAL)



NANCY D. PFEIFFER
NOTARY PUBLIC - MINNESOTA
My Comm. Exp. Jan. 31, 2025

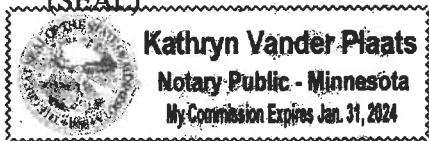
Nancy Pfeiffer
Notary Public

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA
COUNTY OF Stearns

On the 15th day of September, 2022, before me personally appeared, Naomi Leron 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)



Kathryn Vander Plaats
Notary Public - Minnesota
My Commission Expires Jan. 31, 2024

KLP
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

**Litton E S Field Jr, Nicole M Coty, Jonathan N Vagle, Mark Alan Thune, Mutya Alvaran Enoksen, Gayle L Thorson, Jeffrey R Skaar, Individually, of Mendota Heights, MN
Kevin Paulson, Tom Corneil, Chad Christianson, De Ette J Wurm, Debra M Bledsoe, Brenda S Klimstra, Erin Pohlman, Deb Geislinger, Jacqueline Riley, Dana Kerfeld, Brittany Bauer, Laurie Litke, Amanda Plantenberg, Dena Grunhoyd, Leslie Seehusen, Naomi Leron, Individually, of Saint Cloud, MN**

its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of August, 2022.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 2nd day of August, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

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 15th day of September 2022



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
1200 Hancock Street
Becker, MN 55308

BID FROM:

Sentra-Sota sheet Metal Inc
3075 3rd St South
Waite Park, Mn 56387

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects, Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the Becker Public Schools-Intermediate - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope #12 Mechanical

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ four million six hundred eighty seven thousand dollars

\$4,687,000

2. Work Scope _____

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ _____

\$

3. Work Scope _____

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ _____

\$

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

for the Combined Base Bid Sum of:

\$ _____

\$

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ _____ *N/A*

\$

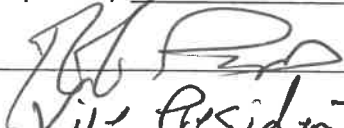
Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 9-6-22 Addenda No. 3 Dated 9-14-22

Addenda No. 2 Dated 9-9-22 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 3075 3rd ST S
City: Waite Park State: Mn Zip: 56387
Phone Number: 320 252-3992 Fax Number: 320 252-3479
Name (typed or printed): Jeff Popp
Signature: 
Title: Vice President
Date: 9-20-22

END OF SECTION 00 41 13

OHIO FARMERS INSURANCE COMPANY

Westfield Group® 1 Park Circle, P O Box 5001, Westfield Center, Ohio 44251-5001

Conforms to Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Sentra-Sota SheetMetal, Inc.
3075 3rd Street South
Waite Park, MN 56387

SURETY:

(Name, legal status and principal place of business)

OHIO FARMERS INSURANCE COMPANY
1 Park Circle, PO Box 5001
Westfield Center, OH 44251-5001

OWNER:

(Name, legal status and address)

Becker Public School District ISD #726
Becker, MN

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

PROJECT:

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

Becker Public Schools Intermediate IAQ Additions & Remodeling - ISD 726
Becker, MN

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

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

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of September, 2022.


(Witness)

(Witness)

Sentra-Sota SheetMetal, Inc.

(Principal)

(Seal)

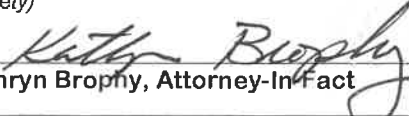
By: 

(Title)

OHIO FARMERS INSURANCE COMPANY

(Surety)

(Seal)

By: 

Kathryn Brophy, Attorney-In-Fact

(Title)

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BD5084 OFWWN (10/2010)

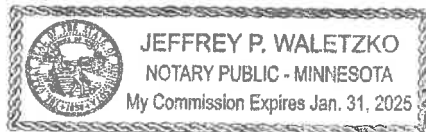
CORPORATE ACKNOWLEDGEMENT

STATE OF MINNESOTA

COUNTY OF STEARNS

On the 12 day of September, 2022, before me, personally appeared John Papp, to me known, who being by me duly sworn, did depose and say that (s)he resides in Foley, MN, that (s)he is the Vice President of Sentra-SOTA Sheet Metal Inc the corporation described in and which executed the foregoing instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that (s)he signed his/her name thereto by like order.

(Notarial Seal)



(Notary Signature)

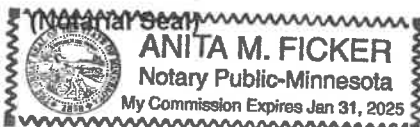
Jeffrey P. Waletzko

ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF MINNESOTA

COUNTY OF STEARNS

On the 12th day of September, 2022, before me, appeared Kathryn Brophy, to me personally known, who being by me duly sworn, did say that (s)he is the aforesaid officer or attorney in fact of the Ohio Farmers Insurance Company, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.



(Notary Signature)

Anita M. Ficker

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 08/24/22, FOR ANY PERSON OR PERSONS NAMED BELOW.

General
Power
of Attorney

POWER NO. 2260812 09

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
ANITA M. FICKER, CHRISTINA GRESSER, MARK A. GRESSER, CAROL WEBER, JERI FREDERICK, BRIAN NOHAVA, KATHRYN BROPHY, ANNA PLUMSKI, JOINTLY OR SEVERALLY

of **WAITE PARK** and State of **MN** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit. - - - - -

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **24th** day of **AUGUST** A.D., **2022**.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this **24th** day of **AUGUST** A.D., **2022**, before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



State of Ohio
County of Medina ss.:

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

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 **12th** day of **September** A.D., **2022**.



Frank A. Carrino, Secretary

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
1200 Hancock Street
Becker, MN 55308

BID FROM: St Cloud Refrigeration, Inc. dba SCR, Inc.
604 Lincoln Ave NE
St Cloud, MN 56304

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects, Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the Becker Public Schools-Intermediate - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 12 - Mechanical

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Four million seven hundred twenty thousand \$ 4,720,000

2. **Work Scope** _____

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ _____ \$

3. **Work Scope** _____

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ _____ \$

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

for the Combined Base Bid Sum of:

\$ _____ \$

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ _____ \$

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 9/6/2022 Addenda No. 2 Dated 9/9/2022

Addenda No. 3 Dated 9/14/2022 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 604 Lincoln Ave NE
City: St Cloud State: MN Zip: 56304
Phone Number: 320-251-6861 Fax Number: 320-251-9390
Name (typed or printed): Jesse Widmer
Signature: 
Title: Project Manager/Estimator
Date: 9/14/2022

END OF SECTION 00 41 13

Bid Bond

CONTRACTOR:

(Name, legal status and address)
St. Cloud Refrigeration, Inc. dba
SCR, Inc.
604 Lincoln Avenue NE

St. Cloud, MN 56304

OWNER:

(Name, legal status and address)
Becker Public Schools - ISD #726

12000 Hancock Street

Becker, MN 55308

BOND AMOUNT:

Five Percent (5%) of Total Amount Bid

PROJECT:

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

Becker Public Schools-Intermediate School Additions & Renovations (IAQ), 12000 Hancock St SE, Becker, MN 55308,
Work Scope 12 - Mechanical

SURETY:

(Name, legal status and principal place of business)

Employers Mutual Casualty Company
PO Box 712
Des Moines, IA 50306-0712

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

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 15th day of September, 2022.


(Witness)

St. Cloud Refrigeration, Inc. dba SCR, Inc.

(Principal)

(Seal)

(Title)

Employers Mutual Casualty Company

(Surety)

(Seal)

(Title) Colby D. White, Attorney-in-Fact

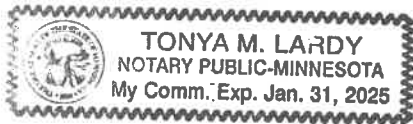


By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond.

CORPORATE ACKNOWLEDGMENT

State of Minnesota)
) ss
County of Benton)

On this 15th day of September 2022, before me appeared Pat Welty,
to me personally known, who, being by me duly sworn, did say that he/she is the CFO
of St. Cloud Refrigeration, Inc. dba SCR, Inc., a corporation, that the seal affixed to the
foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in
behalf of said corporation by authority of its Board of Directors, and that said Pat welty
acknowledged said instrument to be the free act and deed of said corporation.

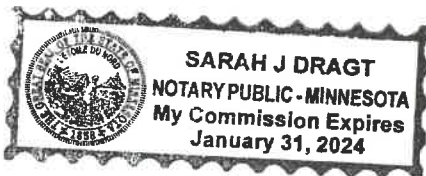


Tonya M Lardy
Notary Public Benton County, Minnesota
My commission expires 1/31/25

SURETY ACKNOWLEDGMENT

State of Minnesota)
) ss
County of Hennepin)

On this 15th day of September 2022, before me appeared Colby D. White,
to me personally know, who being by me duly sworn, did say that (s)he is the Attorney-in-Fact of
Employers Mutual Casualty Company, a corporation, that the seal
affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was
executed in behalf of said corporation by authority of its Board of Directors; and that said
Colby D. White acknowledged said instrument to be the free act and deed of said corporation.



Sarah J Dragt
Notary Public Sherburne County, Minnesota
My commission expires 1/31/2024

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Colby D. White, Ted Jorgensen, Joshua R. Loftis, Brian J. Oestreich, Nathan Weaver, R. C. Bowman, Kurt C. Lundblad, Sandra M. Engstrom, Emily R. White, Rachel Thomas, Lin Ulven, Melinda C. Blodgett, Nicole Stillings

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Surety Bond:

Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

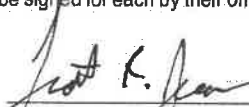
The authority hereby granted shall expire October 10th, 2022, unless sooner revoked.

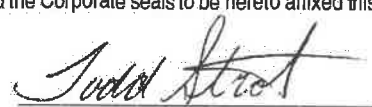
AUTHORITY FOR POWER OF ATTORNEY

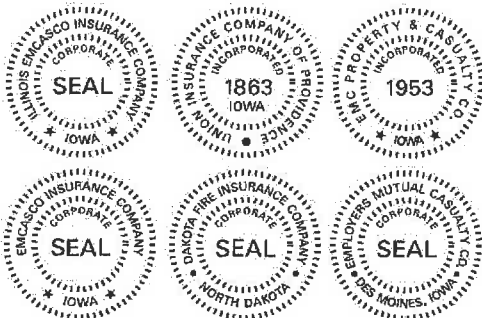
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 30th day of March, 2020.

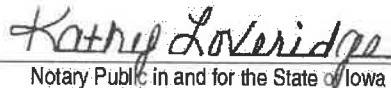

Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6


Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6



On this 30th day of March, 2020 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

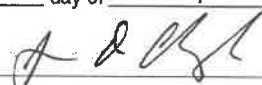
My Commission Expires October 10, 2022.


Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 30th day of March, 2020, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 15th day of September, 2022.


Vice President

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools -- ISD 726
1200 Hancock Street
Becker, MN 55308

BID FROM: El-Jay Plumbing & Heating, Inc.

520 Apollo Ave NE

St. Cloud, MN 56304

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects, Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the Becker Public Schools-Intermediate - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 12 - Mechanical

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ four million seven hundred thirty-seven thousand \$ 4,737,000.⁰⁰

2. Work Scope _____

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ _____ \$ _____

3. Work Scope _____

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ _____ \$ _____

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

for the Combined Base Bid Sum of:

\$ _____

\$

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ _____

\$

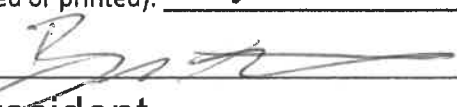
Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 09/06/22 Addenda No. 2 Dated 09/09/22

Addenda No. 3 Dated 09/14/22 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 520 Apollo Ave NE
City: St. Cloud State: MN Zip: 56304
Phone Number: 320-251-8330 Fax Number: 320-251-4133
Name (typed or printed): Bryant Fritz
Signature: 
Title: President
Date: 09/20/22

END OF SECTION 00 41 13



AIA Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

**EL-JAY PLUMBING &
HEATING, INC.
520 APOLLO AVENUE NE
ST. CLOUD, MN 56304**

OWNER:

(Name, legal status and address)

**INDEPENDENT SCHOOL DISTRICT #726
BECKER PUBLIC SCHOOLS
12000 HANCOCK STREET
BECKER, MN 55308**

BOND AMOUNT:

Five Percent of the Amount of the Attached Bid---(5%)

SURETY:

(Name, legal status and principal place of business)

**WESTFIELD INSURANCE COMPANY
P.O. BOX 5001
WESTFIELD CENTER, OH 44251-5001**

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

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

PROJECT:

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

**Becker Public Schools Intermediate IAQ Additions & Alterations
Work Scope #12 - Mechanical**

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

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

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **15th** day of **September, 2022**


(Witness)

EL-JAY PLUMBING & HEATING, INC.

(Principal)

(Seal)

(Title)

WESTFIELD INSURANCE COMPANY

(Surety)

(Seal)

(Title) **Sean McBride, Attorney-in-Fact**

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

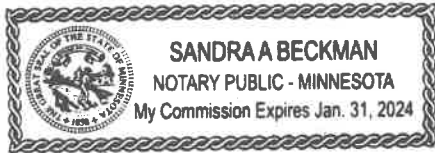
Init.

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Hennepin)

On this 15th of September, 20 22, before me personally
appeared Sean McBride to me known, who, being by me duly
sworn, did depose and say: that s/he resides at Blaine, Minnesota, that s/he

is the Attorney-in-Fact of Westfield Insurance Company, the corporation described
in and which executed the annexed instrument; that s/he knows the corporate seal of said
corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed
by order of the Board of Directors of said corporation; that s/he signed his/her name thereto by
like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the
manner provided by law.



Sandra A. Beckman
Notary Public

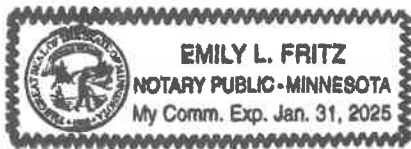
ACKNOWLEDGMENT OF CORPORATION

State of Minnesota)
County of Stearns)

On this 15th day of September, 20 22, before me personally
appeared

Bryant Fritz, to me known, who being by me first duly sworn, did depose and say

that s/he resides in Stearns County, that s/he is the President of
El-Jay Plumbing & Heating, Inc., the corporation described in and which executed the
foregoing instrument; that s/he knows the corporate seal of said corporation, that the corporate
seal affixed to said instrument is such corporate seal, that it was so affixed by order and authority
of the Board of directors of said corporation, and that s/he signed his/her name thereto by like
order and authority.



Emily L. Fritz
Notary Public

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 01/12/21, FOR ANY PERSON OR PERSONS NAMED BELOW.

General
Power
of Attorney

POWER NO. 2261112 11

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
MARY JO DINGWALL, CARL M. GODZIEK, SEAN MCBRIDE, YARALITZA RIVAS, MICHAEL J. JACOBS, JOINTLY OR SEVERALLY

of BLOOMINGTON 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 canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 12th day of JANUARY A.D., 2021.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:

Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 12th day of JANUARY A.D., 2021, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; 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 15th day of September A.D., 2022.



Frank A. Carrino, Secretary

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
1200 Hancock Street
Becker, MN 55308

BID FROM: RJ Mechanical Inc

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects, Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the Becker Public Schools-Intermediate - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope #12 - Mechanical

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ four million, seven hundred thirty-five \$4,735,000.
Thousand Dollars

2. Work Scope _____

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ _____ \$

3. Work Scope _____

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ _____ \$

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

for the Combined Base Bid Sum of:

\$ _____

\$

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ _____ *ND*

\$

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 9-6-22 Addenda No. 3 Dated 9-14-22

Addenda No. 2 Dated 9-9-22 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

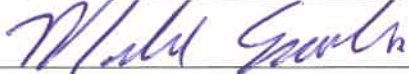
Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 901 N Industrial Park Road

City: MORA State: MN Zip: 55051

Phone Number: 320-679-0602 Fax Number: 320-679-0356

Name (typed or printed): Mike Erickson

Signature: 

Title: VP

Date: 9-15-2022

END OF SECTION 00 41 13

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:*(Name, legal status and address)*

R. J. Mechanical, Inc.

901 N. Industrial Park Rd.
Mora, MN 55051**OWNER:***(Name, legal status and address)*Becker Public Schools ISD 726
12000 Hancock Street
Becker, MN 55308**BOND AMOUNT: ***FIVE PERCENT OF AMOUNT BID*******SURETY:***(Name, legal status and principal place of business)*Hudson Insurance Company
100 William Street, 5th Floor
New York, NY 10038

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

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

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

Becker Public Schools Intermediate IAQ Additions and Remodeling

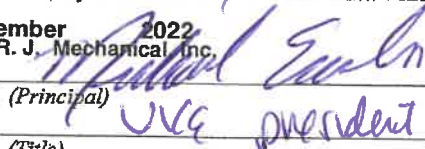
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

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

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 15th day of September, 2022
R. J. Mechanical, Inc.


(Witness)


(Principal)

(Seal)

(Title)

Hudson Insurance Company

(Surety)

(Title)

Thomas O. Chambers, Attorney-in-Fact

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POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Thomas O. Chambers and Todd Schaap

of the State of Wisconsin

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Twenty Five Million Dollars (\$25,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 3rd day of June, 20 22 at New York, New York.



Attest.....
Dina Daskalakis
Corporate Secretary

HUDSON INSURANCE COMPANY

By.....
Michael P. Cifone
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

On the 3rd day of June, 20 22 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



ANN MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2025

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

CERTIFICATION

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 15th day of September, 2022.



By.....
Dina Daskalakis, Corporate Secretary

STATE OF WISCONSIN)

COUNTY OF **Racine**)

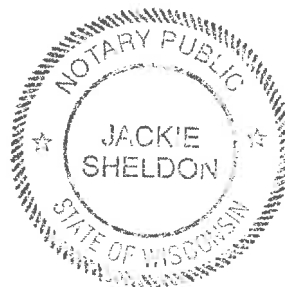
ON THIS 15th day of September, 2022,

before me, a notary public, within and for said County and State, personally appeared ____
Thomas O. Chambers to me personally known, who being duly sworn,
upon oath did say that he is the Attorney-in-Fact of and for the _____
Hudson Insurance Company, a corporation
of Delaware, created, organized and existing under and
by virtue of the laws of the State of Delaware; that the corporate seal
affixed to the foregoing within instrument is the seal of the said Company; that the seal
was affixed and the said instrument was executed by authority of its Board of Directors;
and the said Thomas O. Chambers did acknowledge that he/she
executed the said instrument as the free act and deed of said Company.



Jackie Sheldon

Notary Public, **Racine** County, Wisconsin
My Commission Expires **2/13/2023**



SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
1200 Hancock Street
Becker, MN 55308

BID FROM: Masters Plumbing Heating & Cooling LLC
3446 St Hwy 29 N
Alexandria, MN 56308

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects, Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the Becker Public Schools-Intermediate - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 12 Mechanical

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Four Million Seven Hundred Eighty-Five Thousand \$ 4,785,000.00

2. Work Scope NA

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ _____ \$

3. Work Scope NA

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ _____ \$

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

NA

for the Combined Base Bid Sum of:

\$ _____

\$

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ NA _____

\$

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 9-6-22 Addenda No. 3 Dated 9-14-22

Addenda No. 2 Dated 9-9-22 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 3446 St Hwy 29 N

City: Alexandria State: VA Zip: 56308

Phone Number: 320-852-7665 Fax Number: 320-852-8043

Name (typed or printed): Seremy Tilleskyer

Signature: 

Title: President

Date: 9-20-22

END OF SECTION 00 41 13

**AIA®****Document A310™ – 1970****Bid Bond**

KNOW ALL MEN BY THESE PRESENTS, that we
(Here insert full name and address or legal title of Contractor)

Masters Plumbing Heating and Cooling, LLC
3446 State Hwy 29 N
Alexandria, MN 56308

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

Swiss Re Corporate Solutions America Insurance Corporation
1200 Main Street
Kansas City, MO 64105

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

ISD #726 - Becker
12000 Hancock St
Becker, MN 55308

as Oblige, hereinafter called the Oblige, in the sum of **Five Percent (5%) of the Amount of the Bid**
 Dollars (\$) **5%**, for the payment
 of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,
 administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)

Becker Public Schools- Work Scope 12- Mechanical

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige 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 Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige 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 **15th** day of **September, 2022**


 (Witness)

Masters Plumbing Heating and Cooling, LLC
 (Principal) (Seal)


 (Title) **Jeremy L. Peterson, President**
Swiss Re Corporate Solutions America
Insurance Corporation

(Surety)


 (Witness)


 (Title) **Name Alemdar** (Seal)
Attorney-in-Fact

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Minnesota

COUNTY OF Douglas

On this 15 day of September, 2022, before me personally appeared Jeremy Tilleskjaer to me known, who being by me duly sworn, that he is the President of the Masters Plumbing Heating* and Cooling, LLC the Limited Liability Company described in and which executed the foregoing instrument; that he knows the seal of said Limited Liability Company; that the seal affixed to said instrument is such company seal; that it was affixed by order of the Board of Governors of said Limited Liability Company; and that he signed his name thereto by like order.



Notary Public, Alicia Morrisette

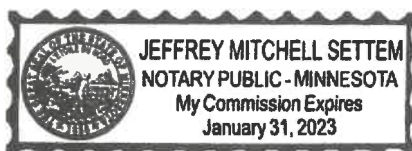
(Notarial Seal)

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF Minnesota

COUNTY OF Washington

On this 15 day of September, 2022, before me appeared Name Alemdar to me personally known, who being duly sworn, did say that he is the aforesaid officer or attorney in fact of Swiss Re Corp. Solutions*, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid office acknowledged said instrument to be the free act and deed of said corporation.



Notary Public, [Signature]

(Notarial Seal)

* America Insurance Corporation

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIALTY INSURANCE COMPANY ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

ALAN STARKS, JEFF SETTEM, MELISSA NORDIN, NAME ALEMDAR, CHARLES CHRISTENSEN, TYLER L. GERADS and ALEXANDRA KISSELL

JOINTLY or SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 29TH day of APRIL, 2022

State of Illinois
County of Cook



Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 29TH day of APRIL, 2022, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Yasmin A. Patel
Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 15th day of SEPTEMBER, 2022.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
1200 Hancock Street
Becker, MN 55308

BID FROM: Willmar Electric Service Corp.

2405 Trott Ave SW

Willmar, MN 56201

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects, Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the Becker Public Schools-Intermediate - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope #13 Electrical

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ one million one hundred twenty thousand

\$1,120,000.00

2. Work Scope n/a

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ n/a

\$ n/a

3. Work Scope n/a

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ n/a

\$ n/a

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

n/a

for the Combined Base Bid Sum of:

\$ n/a

\$ n/a

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ n/a

\$ n/a

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 9/6/2022 Addenda No. 2 Dated 9/9/2022

Addenda No. 3 Dated 9/14/2022 Addenda No. Dated

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 2405 Trott Ave SW

City: Willmar State: MN Zip: 56201

Phone Number: 320-262-5425 Fax Number: _____

Name (typed or printed): Justin Chapin

Signature: _____


Title: Vice President

Date: 9/15/2022

END OF SECTION 00 41 13

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Willmar Electric Service Corp.

P.O. Box 934

Willmar, MN 56201

OWNER:

(Name, legal status and address)

Becker Public Schools - ISD #726

12000 Hancock Street

Becker, MN 55308

BOND AMOUNT:

Five Percent (5%) of Total Amount Bid

PROJECT:

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

Becker Public Schools-Intermediate School Additions & Renovations (IAQ), 12000 Hancock St SE, Becker, MN 55308 (#13: ELECTRICAL)

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company

175 Berkeley Street

Boston, MA 02116

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

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

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 **15th** day of **September, 2022.**

Marge Larson
(Witness)

Willmar Electric Service Corp.

(Principal)

(Seal)

ATP
(Title), **Secretary**

Liberty Mutual Insurance Company

(Surety)

(Seal)

Melinda Blodgett
(Witness)

Nathan Weaver
(Title) **Nathan Weaver, Attorney-in-Fact**

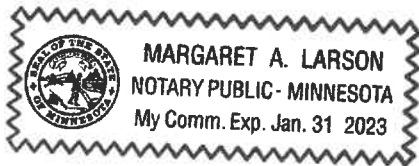


By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond.

CORPORATE ACKNOWLEDGMENT

State of Minnesota)
) ss
County of Kandiyohi)

On this 15th day of September, 2022, before me appeared Justin Chapin,
to me personally known, who, being by me duly sworn, did say that he/she is the Secretary
of Willmar Electric Service Corp., 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 Justin Chapin
acknowledged said instrument to be the free act and deed of said corporation.



Margie Larson
Notary Public Kandiyohi County, Minnesota
My commission expires 1-31-2023

SURETY ACKNOWLEDGMENT

State of Minnesota)
) ss
County of Hennepin)

On this 15th day of September, 2022, before me appeared Nathan Weaver,
to me personally know, who being by me duly sworn, did say that (s)he is the Attorney-in-Fact of
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
executed in behalf of said corporation by authority of its Board of Directors; and that said
Nathan Weaver acknowledged said instrument to be the free act and deed of said corporation.



Melinda C. Blodgett
Notary Public Washington County, Minnesota
My commission expires 1/31/2023



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: 8207173 - 190054

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, Brian J. Oestreich; C. White; Emily White; Joshua R. Loftis; Lin Ulven; Melinda C. Blodgett; Nathan Weaver; Nicole Stillings; R. C. Bowman; R. W. Frank; Rachel Thomas; Ross S. Squires; Sandra M. Engstrom; Ted Jorgensen; Tina L. Domask

all of the city of Minneapolis state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of January, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 24th day of January, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
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 15th day of September, 2022.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
1200 Hancock Street
Becker, MN 55308

BID FROM: A.J. Moore Electric, Inc.

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects, Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the Becker Public Schools-Intermediate - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 13 Electrical

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ One Million two hundred eight thousand four hundred fifty one and 00/100 \$ 1,284,451.00

2. **Work Scope** _____

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ _____ \$

3. **Work Scope** _____

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

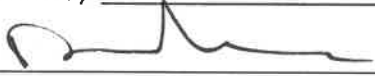
\$ _____ \$

Street Address: 12701 Chowen Ave. S., Suite 104B

City: Burnsville State: MN Zip: 55337

Phone Number: (952) 303-4865 Fax Number: (952) 405-9540

Name (typed or printed): Donavan Moore

Signature: 

Title: President

Date: September 15, 2022

END OF SECTION 00 41 13



**UNITED FIRE & CASUALTY COMPANY 118 Second Avenue SE, PO Box 73909
Cedar Rapids, Iowa 52407-3909 319-399-5700**

Bid Bond

CONTRACTOR: (Name, legal status and address)
A.J. MOORE ELECTRIC, INC.

12701 CHOWEN AVE S STE 104B, BURNSVILLE, MN 55337

SURETY: (Name, legal status and principal place of business)
United Fire & Casualty Company
118 Second Avenue SE
P.O. Box 73909
Cedar Rapids, Iowa 52407

OWNER: (Name, legal status and address)
ISD 726 - Becker Public Schools

12000 Hancock St, Becker, MN 55308

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

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

BOND AMOUNT: FIVE AND 00/100 PERCENT OF THE BID AMOUNT

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

Becker Public Schools Intermediate IAQ Additions and Remodeling

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

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

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond. Signed and sealed this 14th day of September, 2022

A.J. MOORE ELECTRIC, INC.

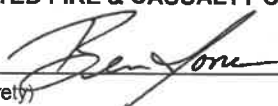

(Witness)


(Principal)
President

(Seal)

(Title)

UNITED FIRE & CASUALTY COMPANY


(Surety)
Attorney in Fact
(Title)



CONT0525 (072010)

The language in this document conforms exactly to the language used in AIA Document A310 2010 edition.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA Bond No.:
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX Oblige:
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

JIM HENNINGSEN, HEATHER LANGE, ROSS B. NESBIT, ROBERT E. HUTTER, CHAD A. NESBIT, PATRICIA M. JOHNSON, DANA S. PRIVETTE, BRYAN STANLEY, TROY FRIELER, MARY LANNING, JAY NESBIT, BEN JONES, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$5,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed. The Authority hereby granted shall expire February 22nd, 2022 unless sooner revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 5th day of October, 2021

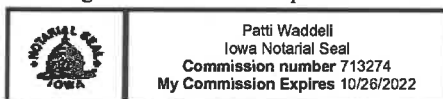


UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
 Vice President

State of Iowa, County of Linn, ss:

On this 5th day of October, 2021 before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
 Notary Public
 My commission expires: 10/26/2022

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations. this 5th day of October, 2021.



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C, UF&I & FPIC

BPOA0053 1217

Inquiries: Surety Department 118 Second Ave SE Cedar Rapids, IA 52401

(INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT)

STATE OF _____)
COUNTY OF _____) ss

On the _____ day of _____, 20_____, before me, a Notary Public within and for said county, personally appeared, _____

to me known to be the person(s) described in and who executed the foregoing instrument, as Principal(s), and acknowledged to me that ___he___ executed the same as ___h___ free act and deed.

(Notarial Seal)

Notary Public, _____
County, _____
My commission expires _____

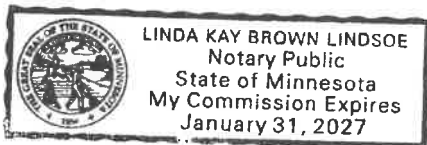
CORPORATE ACKNOWLEDGMENT

STATE OF Minnesota)
COUNTY OF Dakota) ss.

On the 14th day of September, 2022, before me personally appeared Donavan Moore

to me known, who being by me duly sworn, did depose and say: that ___he___ resides in Lakeville, MN
that ___he___ is the _____ President of the _____
A.J. Moore Electric, Inc.

the corporation described in and which executed the foregoing instrument; that ___he___ knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that ___he/she___ signed his/her name thereto by like order



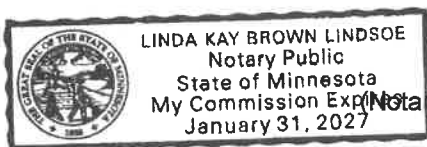
(Notarial Seal)

Linda Kay Brown Lindsoe
Notary Public, Dakota
County, Minnesota
My commission expires January 31, 2027

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF Minnesota)
COUNTY OF Dakota) ss.

On this 14th day of September, 2022, before me appeared Ben Jones
to me personally known, who being by me duly sworn, did say that ___he___ is the aforesaid officer or attorney in fact of the UNITED FIRE & CASUALTY COMPANY a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.



(Notarial Seal)

Linda Kay Brown Lindsoe
Notary Public, Dakota
County, Minnesota
My Commission expires January 31, 2027

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
1200 Hancock Street
Becker, MN 55308

BID FROM: Design Electric, Inc.
4807 Heatherwood Road
St. Cloud, MN 56301

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the Becker Public Schools-Intermediate - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 13 - Electrical

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ One Million Four Hundred Twenty Seven Thousand Four Hundred Twenty Seven Dollars and 00/100 \$ 1,427,427.00

2. Work Scope N/A

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ _____ \$

3. Work Scope N/A

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ _____ \$

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

N/A

for the Combined Base Bid Sum of:

\$ N/A

\$

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ N/A

\$

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 9/6/2022 Addenda No. 2 Dated 9/9/2022

Addenda No. 3 Dated 9/14/2022 Addenda No. Dated

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

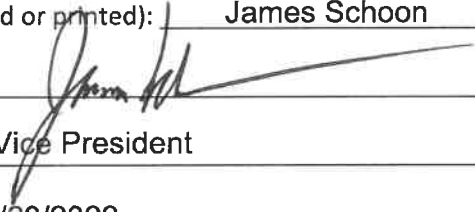
Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 4807 Heatherwood Road

City: St. Cloud State: MN Zip: 56301

Phone Number: 320-252-1658 Fax Number: 320-252-4276

Name (typed or printed): James Schoon

Signature: 

Title: Vice President

Date: 9/20/2022

END OF SECTION 00 41 13

OHIO FARMERS INSURANCE COMPANY

Westfield Group® 1 Park Circle, P O Box 5001, Westfield Center, Ohio 44251-5001

Conforms to Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Design Electric, Inc.

4807 Heatherwood Road - PO Box 1252

St. Cloud, MN 56302

SURETY:

(Name, legal status and principal place of business)

OHIO FARMERS INSURANCE COMPANY

1 Park Circle, PO Box 5001

Westfield Center, OH 44251-5001

OWNER:

(Name, legal status and address)

Becker Public Schools - ISD 726

1200 Hancock Street

Becker, MN 55308

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

PROJECT:

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

Becker Public Schools Intermediate School Additions & Renovations (IAQ)

Becker, MN

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

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

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 19th day of September, 2022.

Deborah Roseman
(Witness)

Kathy Murphy
(Witness)

Design Electric, Inc.

(Principal)

(Seal)

By:

(Title)

OHIO FARMERS INSURANCE COMPANY

(Surety)

(Seal)

By:

Anna Plumski, Attorney-In-Fact

(Title)

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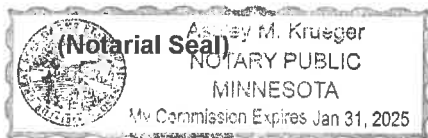
BD5084 OFWWN (10/2010)

CORPORATE ACKNOWLEDGEMENT

STATE OF MN

COUNTY OF Benton

On the 20th day of September, 2022, before me, personally appeared James Schaefer, to me known, who being by me duly sworn, did depose and say that (s)he resides in MN, that (s)he is the VP President of Design Electric, Inc the corporation described in and which executed the foregoing instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that (s)he signed his/her name thereto by like order.



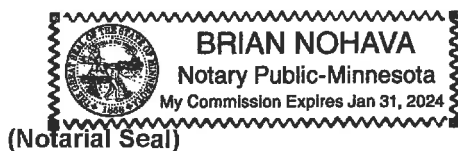
[Signature]
(Notary Signature)

ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF MINNESOTA

COUNTY OF STEARNS

On the 19th day of September, 2022, before me, appeared Anna Plumski, to me personally known, who being by me duly sworn, did say that (s)he is the aforesaid officer or attorney in fact of the Ohio Farmers Insurance Company, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.



[Signature]
(Notary Signature)

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 08/24/22, FOR ANY PERSON OR PERSONS NAMED BELOW.

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 2260812 09

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

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
ANITA M. FICKER, CHRISTINA GRESSER, MARK A. GRESSER, CAROL WEBER, JERI FREDERICK, BRIAN NOHAVA, KATHRYN BROPHY, ANNA PLUMSKI, JOINTLY OR SEVERALLY

of WAITE PARK and State of MN its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 24th day of AUGUST A.D., 2022 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Gary W. Stumper, National Surety Leader and
Senior Executive

State of Ohio
County of Medina ss.:

On this 24th day of AUGUST A.D., 2022 , before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 19th day of September A.D., 2022 .



Frank A. Carrino, Secretary

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726
1200 Hancock Street
Becker, MN 55308

BID FROM: LAKETOWN ELECTRIC CORPORATION
8470 STATE HIGHWAY 5
WACONIA, MN 55387

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the Becker Public Schools-Intermediate - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 13 ELECTRICAL

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ One Million Four Hundred Thirty Thousand

\$ 1,430,000

2. Work Scope N/A

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ _____

\$ N/A

3. Work Scope N/A

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ _____

\$ N/A

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

N/A

for the Combined Base Bid Sum of:

\$ _____

\$ N/A

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ N/A

\$ N/A

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 9-6-2022 Addenda No. 3 Dated 9-14-2022

Addenda No. 2 Dated 9-9-2022 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 8470 STATE HIGHWAY 5

City: WACONIA State: MN Zip: 55387

Phone Number: 952-442-2740 Fax Number: 952-442-2791

Name (typed or printed): ANDY KERBER

Signature: 

Title: EXECUTIVE VICE PRESIDENT

Date: 9-20-2022

END OF SECTION 00 41 13



Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Laketown Electric Corporation

8470 State Highway 5

Waconia, MN 55387

OWNER:

(Name, legal status and address)

Becker Public Schools, ISD #726

12000 Hancock Street

Becker, MN 55308

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

PROJECT:

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

Becker Public Schools Intermediate IAQ Additions and Remodeling

SURETY:

(Name, legal status and principal place of business)

Western Surety Company

151 N. Franklin St.

Chicago, IL 60606

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

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

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

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

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 15th day of September, 2022

(Witness)

Smachman
(Witness)

Laketown Electric Corporation

(Principal)

(Seal)

(Title)

Exec Vice President

Western Surety Company

(Surety)

(Seal)

(Title)

Nicole M. Coty

Attorney-in-fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



Init.

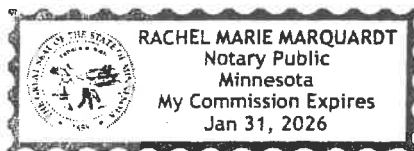
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CORPORATE ACKNOWLEDGMENT

STATE OF MN
COUNTY OF Carver

On the 19th day of September, 2022, before me personally appeared, Andy Kerber to me, who being duly sworn, did depose and say: that s/he resides in _____ that s/he is the Officer of the Laketown Electric Corporation 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)



[Signature]
Notary Public

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA
COUNTY OF Dakota

On the 15th day of September, 2022, before me personally appeared, Nicole M. Coty to me known, who being duly sworn, did say: that s/he resides in Minnesota that s/he is the aforesaid officer or attorney in fact of Western Surety Company a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument as signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

(SEAL)

[Signature]
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

Litton E S Field Jr, Nicole M Coty, Jonathan N Vagle, Mark Alan Thune, Mutya Alvaran Enoksen, Gayle L Thorson, Jeffrey R Skaar, Individually, of Mendota Heights, MN
Kevin Paulson, Tom Corneil, Chad Christianson, De Ette J Wurm, Debra M Bledsoe, Brenda S Klimstra, Erin Pohlman, Deb Geislinger, Jacqueline Riley, Dana Kerfeld, Brittany Bauer, Laurie Litke, Amanda Plantenberg, Dena Grunhovd, Leslie Seehusen, Naomi Leron, Individually, of Saint Cloud, MN

its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of August, 2022.



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 2nd day of August, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 15th day of September 2022



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-7-2012

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

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.