



# WHITE BEAR TOWNSHIP

1858  
RAMSEY COUNTY  
MINNESOTA

1281 HAMMOND ROAD  
WHITE BEAR TOWNSHIP, MN 55110

651-747-2750  
FAX 651-426-2258  
Email: [wbt@whitebeartownship.org](mailto:wbt@whitebeartownship.org)

Board of Supervisors  
**ED M. PRUDHON, Chair**  
STEVEN A. RUZEK  
SCOTT E. MCCUNE

## AGENDA SPECIAL TOWN BOARD MEETING OCTOBER 11, 2019

1. **9:00 a.m.** Call to Order at Township's Administrative Office Conference Room, 1281 Hammond Road.
2. Approval of Agenda (Additions/Deletions).
3. **Consent Agenda:** None.
4. **Old Business:**
  - A. **Administrative Office Upgrades:**
    - 1) Receive Bids.
    - 2) Award Contract.
5. **New Business:** None.
6. **Added Agenda Items.**
7. **Open Time.**
8. **Receipt of Agenda Materials & Supplements.**
9. **Adjournment.**

### White Bear Township's

#### Mission:

To provide White Bear Township residents, businesses and visitors with reliable, high quality municipal services while serving as open and responsible stewards of the public trust.



recycled paper



**Town Board Meeting  
October 11, 2019**

**Agenda Number:** 1 - 2 - 3

**Subject:** Call to Order – 9:00 a.m.  
Township Administrative Office Conference Room  
1281 Hammond Road

Approval of October 11, 2019 Agenda

**Documentation:** October 11, 2019 Agenda

**Action / Motion for Consideration:**

Call meeting to order:	9:00 a.m.
Approval of Agenda:	October 11, 2019 (additions/deletions)



**Town Board Meeting  
October 11, 2019**

**Agenda Number: 3 – Consent Agenda – None**

**Subject:**

**Documentation:**

**Action / Motion for Consideration:**



**Town Board Meeting  
October 11, 2019**

**Agenda Number: 4 – Old Business**

**Subject: Administrative Office Upgrades:**  
1) Receive Bids  
2) Award Contract

**Documentation: SEH Correspondence / Bids**

**Action / Motion for Consideration:**

Report at Meeting / Discuss

Based on Staff Review & Recommendation:

- 1) Receive Bids
- 2) Award Contract for the Administrative Office Upgrades to the Lowest Responsible Bidder, Schreiber Mullaney Construction in the Base Bid Amount of \$170,890.00 & Alternate No. 1 in the Amount of \$10,200.00 With Funding from the Capital Improvement Fund



Building a Better World  
for All of Us®

October 8, 2019

RE: White Bear Township  
Administration Building Improvements  
SEH No. WHBRT 150506 14.00

Mr. Patrick Christopherson  
White Bear Township  
Clerk-Treasurer  
1281 Hammond Road  
White Bear Township, MN 55110

Dear Mr. Christopherson:

On Tuesday, October 8, 2019 bids were opened for the Administration building Improvements Project. Nine bids were received with the low bid being submitted by Schreiber Mullaney Construction Company, Inc. in the amount of \$170,890.00. The bidding documents requested bidders to submit pricing for the base bid, an alternate bid item to replace interior decorative lighting and a unit price bid to repair interior gypsum board wall and ceiling finishes on a cost per square foot basis. A complete tabulation of the bids is attached for your reference.

After reviewing the bids it is our opinion that Schreiber Mullaney Construction Company, Inc. has submitted the lowest responsive and responsible Base Bid and they are qualified to complete to work as described in the bidding documents.

It is our recommendation to award the project to the low bidder, Schreiber Mullaney Construction Company, Inc. in the amount of \$170,890.00 with a substantial completion date of February 15, 2020.

If you have any additional questions please contact me at 651-490-2031 or [bbergstrom@sehinc.com](mailto:bbergstrom@sehinc.com).

Sincerely,

A handwritten signature in cursive script that reads "Brian Bergstrom".

Brian Bergstrom, AIA  
Associate / Project Manager

ah

Enclosure

c: Patti Walstad

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Building a Better World  
for All of Us®

# BIDS RECEIVED

SEH No. WHBRT 150506

Administration Building Improvements  
White Bear Township, MN  
Project Manager: Brian Bergstrom

Bid Date: Tuesday, October 8, 2019 at 10:00 a.m.

Page 1

Bidder	Addendum Acknowledged	Bid Bond	Base Bid	Alternate No.1	Unit Price No.1
Schreiber Mullaney Construction	X	X	\$170,890	\$10,200	\$1.80 / SF
Derau Construction	X	X	\$182,400	\$13,200	\$65 / SF
Langer Construction	X	X	\$194,000	\$11,150	\$25 / SF
Cal-Tex Construction	X	X	\$195,000	\$8,400	\$11 /SF
Ebert Construction	X	X	\$196,600	\$10,000	\$10 / SF
Dering Pierson Group	X	X	\$197,100	\$8,700	\$12 SF
Parkos Construction	X	X	\$208,800	\$18,000	\$15 / SF
Versacon Inc.	X	X	\$215,000	\$13,800	\$22 / SF
J. Lewis Building & Remodeling		X	\$275,000	\$22,000	\$2.50 / SF

The Bid is to be submitted on photocopies of this Bid Form and the attachments provided.

DOCUMENT 00 41 00

BID FORM

White Bear Township  
1281 Hammond Road  
White Bear Township, MN 55110

Name of Bidder: Schreiber Mullaney Construction  
Telephone No.: (651) 774-9440  
Date of Proposal: 10/08/19

- 1. Pursuant to and in compliance with Bidding Requirements and proposed Contract Documents, as defined in the Instructions to Bidders, the undersigned, having become thoroughly familiar with terms and conditions of proposed Contract Documents and with local conditions affecting performance and cost where the work is to be completed, and having fully inspected the site, hereby proposes and agrees to perform fully the work within the time stated and in strict accordance with proposed Contract Documents, including furnishing of labor and materials, and to do work as described in Contract Documents.

**BASE BID:** Provide labor, materials, services, equipment necessary for completion of work as described in the Bidding Documents, as stated above.

One hundred Seventy Four Thousand Eight Hundred Ninety Dollars (\$ 170,890.00)

**ALTERNATE NO. 1:** Replace six (6) suspended pendant light fixtures (fixture Type A).

ADDITIONAL COST: Ten Thousand Two Hundred Dollars (\$ 10,200.00)

**UNIT PRICE NO. 1:** Patching of gypsum board wall and ceiling finish (cost to include labor and materials)

UNIT COST (per square foot of wall/ceiling surface):

ONE . 80/100 Dollars (\$ 1.80)

- 2. **BID SECURITY:**  
Accompanying this form is bid security as specified in Advertisement for Bids in amount of five percent (5%) of Base Bid, or:

Five Percent Dollars (\$ 5%)

- 3. **TIME OF COMPLETION:**  
If awarded this Contract, the undersigned agrees to commence work within seven days of receipt of Notice to Proceed.

The undersigned Bidder hereby agrees to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect. Bidder also agrees to complete the Work described in the Bidding Documents, including all addenda, to achieving Substantial Completion and Final Completion of the Work, as described in the Contract Documents, within the schedule as listed in the Instructions to Bidders.

LIST OF FIRST TIER SUBCONTRACTORS

Company Anderson Cabinets Telephone No. \_\_\_\_\_

Name of Contact \_\_\_\_\_

Address \_\_\_\_\_

Type of Construction Millwork

Company Capitol City Glass Telephone No. \_\_\_\_\_

Name of Contact \_\_\_\_\_

Address \_\_\_\_\_

Type of Construction Glazing

Company Mn. State Tile Telephone No. \_\_\_\_\_

Name of Contact \_\_\_\_\_

Address \_\_\_\_\_

Type of Construction Tile

Company Hansen Wicks Telephone No. \_\_\_\_\_

Name of Contact \_\_\_\_\_

Address \_\_\_\_\_

Type of Construction Paint

Company Vinco Electric Telephone No. \_\_\_\_\_

Name of Contact \_\_\_\_\_

Address \_\_\_\_\_

Type of Construction Electric

Company Commercial Plumbing Telephone No. \_\_\_\_\_

Name of Contact \_\_\_\_\_

Address \_\_\_\_\_

Type of Construction Plumbing

This Contact Time shall include consideration of normal adverse conditions due to weather which can be reasonably anticipated for the Project location. Award of this contract will be based on Owner's evaluation of both price and time. See Instructions to Bidders for Owner's desired completion time.

4. RECEIPT OF ADDENDA:  
The undersigned acknowledges receipt of the following addenda: 1.
5. PROOF OF COMPETENCY:  
Undersigned agrees to furnish evidence satisfactory to Owner of sufficient means and expertise to assure completion of Contract in a satisfactory manner, and to furnish such evidence within five (5) days of receipt of written request.
6. The following documents are attached to and made a condition of this Bid:
  - A. Verification of Compliance with Minnesota Statute 16C.285.
  - B. List of First Tier Subcontractors.
  - C. Project References (section 00 44 14)
  - D. Bid Security (section 00 43 13)

Undersigned acknowledges that Owner reserves right to reject any part or all of this bid and waive any informalities therein, but that this bid shall remain open and shall not be withdrawn for a period of sixty (60) days from date prescribed for this opening. If written notice of acceptance of any part or all of this bid is provided to undersigned within this time period, or at any other time thereafter before it is withdrawn, undersigned will execute and deliver Contract Documents to Owner in accordance with this bid as accepted, and will also furnish and deliver to Owner any bonds as may be required, and all proof of insurance coverage, within time specified under Bid Security in the Instructions to Bidders.

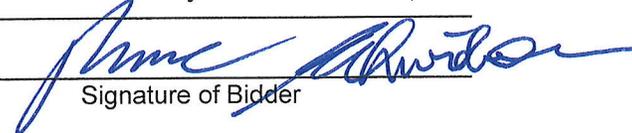
Notification of acceptance or request for additional information may be addressed to undersigned at address set forth below.

The names of all persons interested in foregoing bid as principals follow: (IMPORTANT NOTICE: If bidder or interested person is a corporation, give legal name of corporation, state where incorporated, names of president and secretary; if a partnership, give name of firm and names of all individual co-partners composing firm; if bidder or interested person is an individual, give first and last names in full.)

Schreiber Mullaney Construction

Incorporated - State of Minnesota

Tim Mullaney - President / Bruce Schreiber - Vice President

  
Signature of Bidder

**NOTE:** If bidder is corporation, set forth legal name of corporation together with signature of officer or officers authorized to sign contracts on behalf of corporation, if bidder is partnership, set forth name of firm together with signature of partner or partners authorized to sign contracts on behalf of partnership.

Business Address: 1286 Hudson Road

St. Paul, MN 55106

Telephone No.: (651) 774-9440

Date of Proposal: 10/08/19

**END OF DOCUMENT**

**VERIFICATION OF COMPLIANCE  
WITH MN STATUTES 16C.285**

**State of Minnesota – Responsible Contractor Requirement (for responses in excess of \$50,000 only)**

Minnesota Statute 16C.285, subdivision 7, **IMPLEMENTATION.** ... any prime contractor or subcontractor or motor carrier that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project... *It is your sole responsibility to provide this information at the due date and time of the bid.*

Minnesota Statute 16C.285, subdivision 3, **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.** "Responsible Contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

Your response will be rejected unless:

(1) The Contractor:

- (i) is in compliance with workers' compensation and unemployment insurance requirements;
- (ii) is in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees;
- (iii) has a valid federal tax identification number or a valid Social Security number if an individual;
- (iv) has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative;

Your response will be rejected unless:

- (2) The Contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:
- (i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is "repeated" only if it involves two or more separate and distinct occurrences of underpayment during a three year period;
  - (ii) has been issued an order to comply by the commissioner of labor and industry that has become final;
  - (iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
  - (iv) has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
  - (v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
  - (vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties; \*

- (3) the Contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order; \*
  - (4) the Contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office; \*
  - (5) the Contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification; \*
- \* Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.
- (6) the Contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions that have authority to debar a contractor; and
  - (7) Check if all subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

**Minn. Stat. 16C.285, Subd. 5. SUBCONTRACTOR VERIFICATION**

A Prime Contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.

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

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

**Minn. Stat. 16C.285, Subd. 5a. MOTOR CARRIER VERIFICATION**

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

**Minn. Stat. 16C.285, Subd. 4. VERIFICATION OF COMPLIANCE**

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by and owner of officer verifying compliance with each of the minimum criteria in subdivision 3, with the exception of clause (7), at the time that it responds to the solicitation documents.

A contracting authority may accept a signed statement under oath as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. A prime contractor, subcontractor, or motor carrier that fails to verify compliance with any one of the required minimum criteria or makes a false statement under oath in a verification of compliance shall be ineligible to be awarded a construction contract on the project for which the verification was submitted.

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

**Minn. Stat. 16C.285, Subd. 6. ADDITIONAL CRITERIA**

Nothing in this section shall restrict the discretion of a contracting authority to establish additional factors for defining contractor responsibility. This subdivision is not an independent grant of authority to a contracting authority to establish additional minimum criteria pursuant to subdivision 3.

**CERTIFICATION**

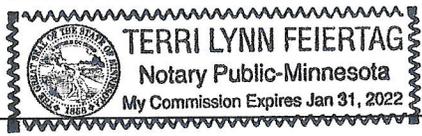
By signing this document, I certify that I am authorized to sign on behalf of the company, and I swear under oath that:

- 1) My company meets each of the minimum criteria to be a responsible contractor as defined in Minn. Stat. 16C.285,
- 2) I have included a list of my first-tier subcontractors with my company's solicitation response,
- 3) If my company is awarded a contract, I will submit a list of additional subcontractors as required.

Name of Company: Schreiber Mullaney Construction  
 Authorized Signature: *Bruce Schreiber*  
 Printed Name: Bruce Schreiber  
 Title: Vice President  
 Date: 10/08/19 Telephone number: (651) 774-9440

Before me on this 8th day of October, 20 19, personally appeared \_\_\_\_\_  
Bruce Schreiber known to be, who being duly sworn did depose and say that he is the  
Vice President (office) of the Contractor above mentioned that he executed the above  
 Verification of Compliance and Affidavit on behalf of said Contractor; and that all of the statements contained  
 therein are true, correct and complete.

Attest: \_\_\_\_\_  
 Notary Signature: *Terri Feiertag*  
 Printed Name: Terri Feiertag  
 My Commission expires: January 31, 2022  
 Date: 10/08/19 Telephone number: (651) 774-9440



DOCUMENT 00 44 14

PROJECT REFERENCES

Below is a listing of the 3 most recent projects of a similar nature to this project which we have completed.

1. Contracting Agency ARRT - Accounting Office Improvements  
Description of Work Interior Remodel of Existing Offices, Create New Offices  
Agency Representative Bill Murtaugh  
Title \_\_\_\_\_ Phone (651) 681-3127 Date of Contract 04/12/19
  
2. Contracting Agency OPEIU - Local 12 Office Remodel  
Description of Work Demolition and New Offices Build Out  
Agency Representative Joe LeBlanc  
Title \_\_\_\_\_ Phone (651) 639-1212 Date of Contract 05/20/19
  
3. Contracting Agency Washington County - Office Remodels - Multiple Projects  
Description of Work Wall Repair, Carpet Replacement, Office Walls, Millwork  
Agency Representative Joe Welter  
Title \_\_\_\_\_ Phone (651) 430-6226 Date of Contract 2018

Name of Bidder Schreiber Mullaney Construction  
By Brandon Gorder

# AIA<sup>®</sup> Document A310<sup>™</sup> – 2010

## **Bid Bond**

**CONTRACTOR:**

*(Name, legal status and address)*  
Schreiber Mullaney Construction  
Company, Inc.  
1286 Hudson Road  
Saint Paul, MN 55106

**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.

**OWNER:**

*(Name, legal status and address)*  
White Bear Township  
1281 Hammond Road  
White Bear Township, MN 55110

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

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

**PROJECT:**

*(Name, location or address, and Project number, if any)*  
White Bear Township Administration Building Improvements

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.

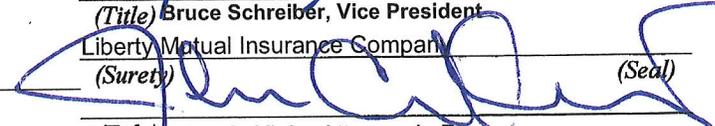
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement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

  
\_\_\_\_\_  
*(Witness)*

Schreiber Mullaney Construction Company, Inc.  
*(Principal)*  *(Seal)*

  
\_\_\_\_\_  
*(Witness)*

*(Title)* Bruce Schreiber, Vice President  
Liberty Mutual Insurance Company  
*(Surety)*  *(Seal)*

*(Title)* John C. Klein, 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  
COUNTY OF

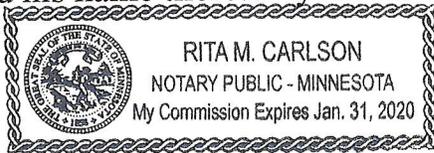
On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known to be the person \_\_\_\_\_ described in and who executed the forgoing bond, and acknowledged that \_\_\_\_\_ he \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

\_\_\_\_\_  
Notary Public

**CORPORATION ACKNOWLEDGMENT**

STATE OF MINNESOTA  
COUNTY OF RAMSEY

On this \_\_\_\_\_ 19<sup>th</sup> \_\_\_\_\_ day of \_\_\_\_\_ September \_\_\_\_\_, 2019, before me personally came \_\_\_\_\_ Bruce Schreiber \_\_\_\_\_ to me known, who being by me duly sworn, did depose and say; that he is the \_\_\_\_\_ Vice President \_\_\_\_\_ of \_\_\_\_\_ Schreiber Mullaney Construction Company, Inc. \_\_\_\_\_, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.



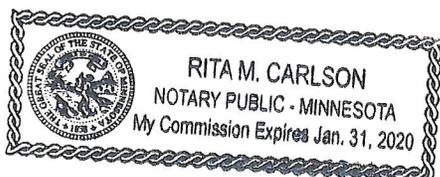
Rita M Carlson Notary Public

**SURETY ACKNOWLEDGMENT**

STATE OF MINNESOTA  
COUNTY OF RAMSEY

On this \_\_\_\_\_ 19<sup>th</sup> \_\_\_\_\_ day of \_\_\_\_\_ September \_\_\_\_\_, 2019, before me appeared \_\_\_\_\_ John C. Klein \_\_\_\_\_ to me personally known, who, being duly sworn, did say that he is the Attorney-in-Fact of \_\_\_\_\_ Liberty Mutual Insurance Company \_\_\_\_\_ of \_\_\_\_\_ Boston, MA \_\_\_\_\_

that the seal affixed to the foregoing instrument is the corporation seal of said corporation; that the said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he did also acknowledge that he executed the said instrument as the free act and deed of said Company.



Rita M Carlson Notary Public



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: 8200752 - 190052

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, Kristin M. Bakos; Tracy Chehoski; John C. Klein; Stephen M. Klein; Wendy M. Schmit; Christine M. Scott; Megan Scott; Robert J. St. Arnold; Nathan Weaver

all of the city of Saint Paul 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 21st day of March, 2019.



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

By: David M. Carey, Assistant Secretary

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

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 21st day of March, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, 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 20th day of September, 2019.



By: Renee C. Llewellyn, Assistant Secretary

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



This Contract Time shall include consideration of normal adverse conditions due to weather which can be reasonably anticipated for the Project location. Award of this contract will be based on Owner's evaluation of both price and time. See Instructions to Bidders for Owner's desired completion time.

4. RECEIPT OF ADDENDA:  
The undersigned acknowledges receipt of the following addenda: 1.
5. PROOF OF COMPETENCY:  
Undersigned agrees to furnish evidence satisfactory to Owner of sufficient means and expertise to assure completion of Contract in a satisfactory manner, and to furnish such evidence within five (5) days of receipt of written request.
6. The following documents are attached to and made a condition of this Bid:
  - A. Verification of Compliance with Minnesota Statute 16C.285.
  - B. List of First Tier Subcontractors.
  - C. Project References (section 00 44 14)
  - D. Bid Security (section 00 43 13)

Undersigned acknowledges that Owner reserves right to reject any part or all of this bid and waive any informalities therein, but that this bid shall remain open and shall not be withdrawn for a period of sixty (60) days from date prescribed for this opening. If written notice of acceptance of any part or all of this bid is provided to undersigned within this time period, or at any other time thereafter before it is withdrawn, undersigned will execute and deliver Contract Documents to Owner in accordance with this bid as accepted, and will also furnish and deliver to Owner any bonds as may be required, and all proof of insurance coverage, within time specified under Bid Security in the Instructions to Bidders.

Notification of acceptance or request for additional information may be addressed to undersigned at address set forth below.

The names of all persons interested in foregoing bid as principals follow: (IMPORTANT NOTICE: If bidder or interested person is a corporation, give legal name of corporation, state where incorporated, names of president and secretary; if a partnership, give name of firm and names of all individual co-partners composing firm; if bidder or interested person is an individual, give first and last names in full.)

DEFAU CONSTRUCTION  
INCORPORATED IN STATE  
OF MD  
[Signature]  
Signature of Bidder

**NOTE:** If bidder is corporation, set forth legal name of corporation together with signature of officer or officers authorized to sign contracts on behalf of corporation, if bidder is partnership, set forth name of firm together with signature of partner or partners authorized to sign contracts on behalf of partnership.

Business Address: 1407 EAST CLIFF RD  
BURNSVILLE, MD 55337

Telephone No.: 952-677-5131

Date of Proposal: 10/8/2019

**END OF DOCUMENT**

# Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*  
Derau Construction, LLC

1407 E. Cliff Rd.  
Burnsville, MN 55337

**OWNER:**

*(Name, legal status and address)*  
City of White Bear Lake

4701 Highway 61  
White Bear Lake, MN 55110  
**BOND AMOUNT:**

Five Percent (5%) of Total Amount Bid

**PROJECT:**

*(Name, location or address, and Project number, if any)*  
White Bear Lake Administration Building - Remodel

**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 8th day of October, 2019.

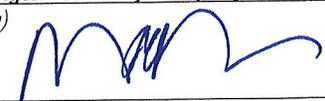
  
*(Witness)*

Derau Construction, LLC  
*(Principal)* *(Seal)*

  
*(Title)* Patrick J. Rauch, President

  
*(Witness)*

Farmington Casualty Company  
*(Surety)* *(Seal)*

  
*(Title)* Rachel Thomas, Attorney-in-Fact

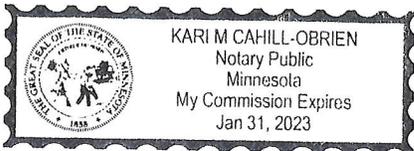


By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) ([www.nasbp.org](http://www.nasbp.org)) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business.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

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of Minnesota )  
County of Dakota ) ss

On this 8th day of October 2019, before me appeared Patrick J. Rauch, to be known, who, being by me duly sworn, did say that (s)he is the President of the Limited Liability Company described in and which executed the foregoing instrument, and that (s)he signed his name thereto by order of the Board of Governors of said Limited Liability Company.

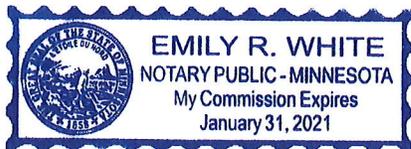


[Signature]  
Notary Public Dakota County, MN  
My commission expires 01/31/2023

SURETY ACKNOWLEDGMENT

State of Minnesota )  
County of Hennepin ) ss

On this 8th day of October 2019, before me appeared Rachel Thomas, to me personally know, who being by me duly sworn, did say that (s)he is the Attorney-in-Fact of 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 Rachel Thomas acknowledged said instrument to be the free act and deed of said corporation.



[Signature]  
Notary Public Hennepin County, Minnesota  
My commission expires 1/31/2021



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 Rachel Thomas of Minneapolis, Minnesota its true and lawful Attorney-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 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: [Signature] Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty 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 the corporation 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, 2021



[Signature] Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Board of Directors of Farmington Casualty 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, 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 Farmington Casualty 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 8th day of October, 2019.



[Signature] 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-in-Fact and the details of the bond to which the power is attached.

PROJECT REFERENCES

Below is a listing of the 3 most recent projects of a similar nature to this project which we have completed.

1. Contracting Agency Alliance Steel Warehouse  
Description of Work Addition & remodels  
Agency Representative Larry Z Weighaum  
Title owner Phone 612 588 2721 Date of Contract CONTINUOUS
  
2. Contracting Agency meadota School District  
Description of Work Addition & remodels  
Agency Representative mark Fortman  
Title Operations Phone 651 463 7326 Date of Contract 2016
  
3. Contracting Agency SOS Furniture  
Description of Work Remodeling  
Agency Representative Bob Slater  
Title representative Phone 651 455 7281 Date of Contract 2018

Name of Bidder DEAU Construction  
By [Signature]

**VERIFICATION OF COMPLIANCE  
WITH MN STATUTES 16C.285**

**State of Minnesota – Responsible Contractor Requirement (for responses in excess of \$50,000 only)**

Minnesota Statute 16C.285, subdivision 7, **IMPLEMENTATION.** ... any prime contractor or subcontractor or motor carrier that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project... *It is your sole responsibility to provide this information at the due date and time of the bid.*

Minnesota Statute 16C.285, subdivision 3, **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.** "Responsible Contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

Your response will be rejected unless:

(1) The Contractor:

- (i) is in compliance with workers' compensation and unemployment insurance requirements;
- (ii) is in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees;
- (iii) has a valid federal tax identification number or a valid Social Security number if an individual;
- (iv) has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative;

Your response will be rejected unless:

(2) The Contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:

- (i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is "repeated" only if it involves two or more separate and distinct occurrences of underpayment during a three year period;
- (ii) has been issued an order to comply by the commissioner of labor and industry that has become final;
- (iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
- (iv) has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
- (v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
- (vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties; \*

- (3) the Contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order; \*
  - (4) the Contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office; \*
  - (5) the Contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification; \*
- \* Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.
- (6) the Contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions that have authority to debar a contractor; and
  - (7) Check if all subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

**Minn. Stat. 16C.285, Subd. 5. SUBCONTRACTOR VERIFICATION**

A Prime Contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.

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

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

**Minn. Stat. 16C.285, Subd. 5a. MOTOR CARRIER VERIFICATION**

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

**Minn. Stat. 16C.285, Subd. 4. VERIFICATION OF COMPLIANCE**

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by and owner of officer verifying compliance with each of the minimum criteria in subdivision 3, with the exception of clause (7), at the time that it responds to the solicitation documents.

A contracting authority may accept a signed statement under oath as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. A prime contractor, subcontractor, or motor carrier that fails to verify compliance with any one of the required minimum criteria or makes a false statement under oath in a verification of compliance shall be ineligible to be awarded a construction contract on the project for which the verification was submitted.

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

**Minn. Stat. 16C.285, Subd. 6. ADDITIONAL CRITERIA**

Nothing in this section shall restrict the discretion of a contracting authority to establish additional factors for defining contractor responsibility. This subdivision is not an independent grant of authority to a contracting authority to establish additional minimum criteria pursuant to subdivision 3.

**CERTIFICATION**

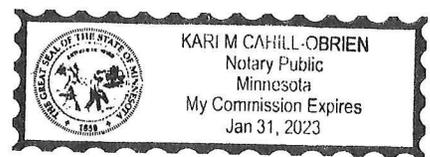
By signing this document, I certify that I am authorized to sign on behalf of the company, and I swear under oath that:

- 1) My company meets each of the minimum criteria to be a responsible contractor as defined in Minn. Stat. 16C.285,
- 2) I have included a list of my first-tier subcontractors with my company's solicitation response,
- 3) If my company is awarded a contract, I will submit a list of additional subcontractors as required.

Name of Company: DEKAO Construction  
 Authorized Signature: [Signature]  
 Printed Name: Pat Rauch  
 Title: President  
 Date: 10/08/2019 Telephone number: 952-697-5001

Before me on this 8th day of October, 2019, personally appeared \_\_\_\_\_  
Patrick Rauch known to be, who being duly sworn did depose and say that he is the  
president (office) of the Contractor above mentioned that he executed the above  
 Verification of Compliance and Affidavit on behalf of said Contractor; and that all of the statements contained  
 therein are true, correct and complete.

**Attest:**  
 Notary Signature: [Signature]  
 Printed Name: Kari M. Cahill-O'Brien  
 My Commission expires: 01/31/2023, 20\_\_\_\_  
 Date: 10/08/19 Telephone number: 651 367 4802



LIST OF FIRST TIER SUBCONTRACTORS

Company Super set Flooring Telephone No. 763 999 5952  
Name of Contact \_\_\_\_\_  
Address Plymouth, MA  
Type of Construction Flooring & tile

Company Universal Painting Telephone No. 612 462 2973  
Name of Contact \_\_\_\_\_  
Address Fridley, MA  
Type of Construction Painting

Company P&D Plumbing Telephone No. 763 533 2218  
Name of Contact \_\_\_\_\_  
Address Robbinsdale MA  
Type of Construction Plumbing

Company Manor Electric Telephone No. 763 479 4170  
Name of Contact \_\_\_\_\_  
Address Maple Plain, MA  
Type of Construction Electrical

Company \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Name of Contact \_\_\_\_\_  
Address \_\_\_\_\_  
Type of Construction \_\_\_\_\_

Company \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Name of Contact \_\_\_\_\_  
Address \_\_\_\_\_  
Type of Construction \_\_\_\_\_

The Bid is to be submitted on photocopies of this Bid Form and the attachments provided.

DOCUMENT 00 41 00

BID FORM

White Bear Township  
1281 Hammond Road  
White Bear Township, MN 55110

Name of Bidder: Langer Construction

Telephone No.: 651-457-5993

Date of Proposal: 10/08/2019

1. Pursuant to and in compliance with Bidding Requirements and proposed Contract Documents, as defined in the Instructions to Bidders, the undersigned, having become thoroughly familiar with terms and conditions of proposed Contract Documents and with local conditions affecting performance and cost where the work is to be completed, and having fully inspected the site, hereby proposes and agrees to perform fully the work within the time stated and in strict accordance with proposed Contract Documents, including furnishing of labor and materials, and to do work as described in Contract Documents.

BASE BID: Provide labor, materials, services, equipment necessary for completion of work as described in the Bidding Documents, as stated above.

One hundred ninety four thousand Dollars (\$ 194,000 )

ALTERNATE NO. 1: Replace six (6) suspended pendant light fixtures (fixture Type A).

ADDITIONAL COST: Eleven thousand one hundred fifty Dollars (\$ 11,150 )

UNIT PRICE NO. 1: Patching of gypsum board wall and ceiling finish (cost to include labor and materials)

UNIT COST (per square foot of wall/ceiling surface):

Twenty five Dollars (\$ 25 )

2. BID SECURITY:  
Accompanying this form is bid security as specified in Advertisement for Bids in amount of five percent (5%) of Base Bid, or:

See included bid security Dollars (\$                      )

3. TIME OF COMPLETION:  
If awarded this Contract, the undersigned agrees to commence work within seven days of receipt of Notice to Proceed.

The undersigned Bidder hereby agrees to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect. Bidder also agrees to complete the Work described in the Bidding Documents, including all addenda, to achieving Substantial Completion and Final Completion of the Work, as described in the Contract Documents, within the schedule as listed in the Instructions to Bidders.

This Contract Time shall include consideration of normal adverse conditions due to weather which can be reasonably anticipated for the Project location. Award of this contract will be based on Owner's evaluation of both price and time. See Instructions to Bidders for Owner's desired completion time.

4. RECEIPT OF ADDENDA:

The undersigned acknowledges receipt of the following addenda: 1-9/30/19

5. PROOF OF COMPETENCY:

Undersigned agrees to furnish evidence satisfactory to Owner of sufficient means and expertise to assure completion of Contract in a satisfactory manner, and to furnish such evidence within five (5) days of receipt of written request.

6. The following documents are attached to and made a condition of this Bid:

- A. Verification of Compliance with Minnesota Statute 16C.285.
- B. List of First Tier Subcontractors.
- C. Project References (section 00 44 14)
- D. Bid Security (section 00 43 13)

Undersigned acknowledges that Owner reserves right to reject any part or all of this bid and waive any informalities therein, but that this bid shall remain open and shall not be withdrawn for a period of sixty (60) days from date prescribed for this opening. If written notice of acceptance of any part or all of this bid is provided to undersigned within this time period, or at any other time thereafter before it is withdrawn, undersigned will execute and deliver Contract Documents to Owner in accordance with this bid as accepted, and will also furnish and deliver to Owner any bonds as may be required, and all proof of insurance coverage, within time specified under Bid Security in the Instructions to Bidders.

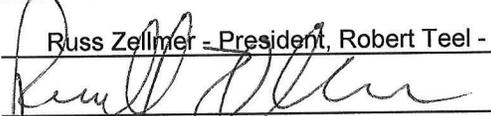
Notification of acceptance or request for additional information may be addressed to undersigned at address set forth below.

The names of all persons interested in foregoing bid as principals follow: (IMPORTANT NOTICE: If bidder or interested person is a corporation, give legal name of corporation, state where incorporated, names of president and secretary; if a partnership, give name of firm and names of all individual co-partners composing firm; if bidder or interested person is an individual, give first and last names in full.)

Langer Construction Company

incorporated in state of Minnesota

Russ Zellmer - President, Robert Teel - Secretary

  
Signature of Bidder

**NOTE:** If bidder is corporation, set forth legal name of corporation together with signature of officer or officers authorized to sign contracts on behalf of corporation, if bidder is partnership, set forth name of firm together with signature of partner or partners authorized to sign contracts on behalf of partnership.

Business Address: 54 Moreland Ave E  
West St. Paul, MN 55118

Telephone No.: 651-457-5993

Date of Proposal: 10/08/2019

**END OF DOCUMENT**

VERIFICATION OF COMPLIANCE  
WITH MN STATUTES 16C.285

**State of Minnesota – Responsible Contractor Requirement (for responses in excess of \$50,000 only)**

Minnesota Statute 16C.285, subdivision 7, **IMPLEMENTATION.** ... any prime contractor or subcontractor or motor carrier that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project... *It is your sole responsibility to provide this information at the due date and time of the bid.*

Minnesota Statute 16C.285, subdivision 3, **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.** "Responsible Contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

Your response will be rejected unless:

(1) The Contractor:

- (i) is in compliance with workers' compensation and unemployment insurance requirements;
- (ii) is in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees;
- (iii) has a valid federal tax identification number or a valid Social Security number if an individual;
- (iv) has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative;

Your response will be rejected unless:

- (2) The Contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:
- (i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is "repeated" only if it involves two or more separate and distinct occurrences of underpayment during a three year period;
  - (ii) has been issued an order to comply by the commissioner of labor and industry that has become final;
  - (iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
  - (iv) has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
  - (v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
  - (vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties; \*

- (3) the Contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order; \*
  - (4) the Contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office; \*
  - (5) the Contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification; \*
- \* Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.
- (6) the Contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions that have authority to debar a contractor; and
  - (7) Check if all subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

**Minn. Stat. 16C.285, Subd. 5. SUBCONTRACTOR VERIFICATION**

A Prime Contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.

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

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

**Minn. Stat. 16C.285, Subd. 5a. MOTOR CARRIER VERIFICATION**

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

**Minn. Stat. 16C.285, Subd. 4. VERIFICATION OF COMPLIANCE**

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by and owner of officer verifying compliance with each of the minimum criteria in subdivision 3, with the exception of clause (7), at the time that it responds to the solicitation documents.

A contracting authority may accept a signed statement under oath as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. A prime contractor, subcontractor, or motor carrier that fails to verify compliance with any one of the required minimum criteria or makes a false statement under oath in a verification of compliance shall be ineligible to be awarded a construction contract on the project for which the verification was submitted.

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

**Minn. Stat. 16C.285, Subd. 6. ADDITIONAL CRITERIA**

Nothing in this section shall restrict the discretion of a contracting authority to establish additional factors for defining contractor responsibility. This subdivision is not an independent grant of authority to a contracting authority to establish additional minimum criteria pursuant to subdivision 3.

**CERTIFICATION**

By signing this document, I certify that I am authorized to sign on behalf of the company, and I swear under oath that:

- 1) My company meets each of the minimum criteria to be a responsible contractor as defined in Minn. Stat. 16C.285,
- 2) I have included a list of my first-tier subcontractors with my company's solicitation response,
- 3) If my company is awarded a contract, I will submit a list of additional subcontractors as required.

Name of Company: Langer Construction Company

Authorized Signature: [Signature]

Printed Name: Russ Zellmer

Title: President

Date: 10/08/2019 Telephone number: 651-457-5993

Before me on this 08 day of October, 2019, personally appeared \_\_\_\_\_

Russ Zellmer known to be, who being duly sworn did depose and say that he is the President (office) of the Contractor above mentioned that he executed the above Verification of Compliance and Affidavit on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

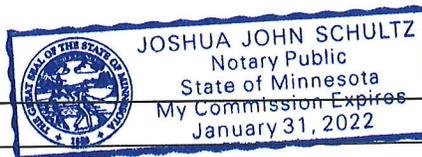
**Attest:**

Notary Signature: [Signature]

Printed Name: Joshua Schultz

My Commission expires: 01/31, 2022

Date: 10/08/2019 Telephone number: 651-457-5993



LIST OF FIRST TIER SUBCONTRACTORS

Company Gephart Electric Telephone No. 651-482-5414  
Name of Contact Eric Dalgaard  
Address St. Paul  
Type of Construction Electrical

Company Northern Mechanical Contractors Telephone No. 651-789-2275  
Name of Contact John Hanson  
Address Eagan MN  
Type of Construction Plumbing

Company Resher Systems Telephone No. 763-421-1152  
Name of Contact Mike Engelmann  
Address Anoka MN  
Type of Construction Drywall / Framing

Company Superior Tile + Stone Telephone No. 763-444-5952  
Name of Contact \_\_\_\_\_  
Address PLYMOUTH MN  
Type of Construction CARPET / TILE

Company Franz's Woodworking Telephone No. 763-313-9160  
Name of Contact Bob Jurak  
Address Blaine MN  
Type of Construction Architectural Woodwork

Company \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Name of Contact \_\_\_\_\_  
Address \_\_\_\_\_  
Type of Construction \_\_\_\_\_

DOCUMENT 00 44 14

PROJECT REFERENCES

Below is a listing of the 3 most recent projects of a similar nature to this project which we have completed.

1. Contracting Agency ISD #917 - Alliance Education Center  
Description of Work Construction of a 10,000-square-foot, single-story addition  
Agency Representative John Christiansen  
Title Superintendent Phone (651) 423-8229 Date of Contract completed 08/2017
  
2. Contracting Agency AutoNation Ford White Bear Lake  
Description of Work Fleet Center conversion/remodel  
Agency Representative Chris Wilson  
Title General Manager Phone (651) 301-8386 Date of Contract completed 10/2019
  
3. Contracting Agency Faith Covenant Church  
Description of Work Alteration of approximately 23,000 square feet of a two-story church  
Agency Representative Jen Sorensen  
Title Director of Operations Phone (952) 890-3110 Date of Contract completed 04/2019

Name of Bidder Langer Construction Company  
By Russ Zellmer, President

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Langer Construction Company, Inc.  
54 East Moreland Ave.  
West St. Paul, MN 55118

### SURETY:

(Name, legal status and principal place of business)

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

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

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

### OWNER:

(Name, legal status and address)

White Bear Township  
1281 Hammond Road  
White Bear Township, MN 55110

BOND AMOUNT: 5% Five Percent of Amount Bid

### PROJECT:

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

Administrative Building Improvements

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 October, 2019.

(Witness)

(Witness)

Langer Construction Company, Inc.

(Principal)

(Seal)

By:

(Title)

Liberty Mutual Insurance Company

(Surety)

(Seal)

By:

(Title)

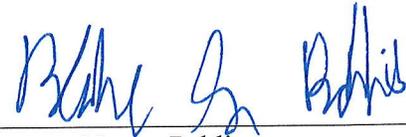
Kelly Nicole Bruggeman, Attorney-in-Fact

# Surety Acknowledgment

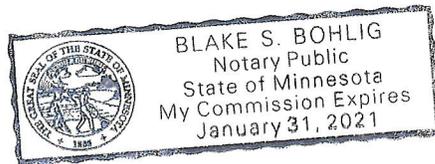
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State of Minnesota }  
County of Hennepin } ss.

On this 8th day of October 2019, before me personally came Kelly Nicole Bruggeman, to me known, who being by me duly sworn, did depose and say that she is the Attorney-in-Fact of Liberty Mutual Insurance Company described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she signed her name to it by like order.



Notary Public





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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

Certificate No: 8196930-190003

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Nicole Langer, Blake S. Bohlig, Kelly Nicole Bruggeman, Brian D. Carpenter, Heather R. Goedtel, Michelle Halter, Jessica Hoff, Craig Olmstead

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of September, 2018.



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

By: [Signature of David M. Carey]

David M. Carey, Assistant Secretary

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

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

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 28th day of September, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature of 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 8th day of October, 2019



By: [Signature of Renee C. Llewellyn]

Renee C. Llewellyn, Assistant Secretary

The Bid is to be submitted on photocopies of this Bid Form and the attachments provided.

DOCUMENT 00 41 00

BID FORM

White Bear Township  
1281 Hammond Road  
White Bear Township, MN 55110

Name of Bidder: CAL-TEX CONSTRUCTION SERVICES, LLC

Telephone No.: 952-447-1125

Date of Proposal: 10/8/2019

1. Pursuant to and in compliance with Bidding Requirements and proposed Contract Documents, as defined in the Instructions to Bidders, the undersigned, having become thoroughly familiar with terms and conditions of proposed Contract Documents and with local conditions affecting performance and cost where the work is to be completed, and having fully inspected the site, hereby proposes and agrees to perform fully the work within the time stated and in strict accordance with proposed Contract Documents, including furnishing of labor and materials, and to do work as described in Contract Documents.

BASE BID: Provide labor, materials, services, equipment necessary for completion of work as described in the Bidding Documents, as stated above.

ONE HUNDRED NINETY FIVE THOUSAND Dollars (\$ 195,000)

ALTERNATE NO. 1: Replace six (6) suspended pendant light fixtures (fixture Type A).

ADDITIONAL COST: EIGHT THOUSAND FOUR HUNDRED Dollars (\$ 8,400.00)

UNIT PRICE NO. 1: Patching of gypsum board wall and ceiling finish (cost to include labor and materials)

UNIT COST (per square foot of wall/ceiling surface):

ELEVEN DOLLARS Dollars (\$ 11.00)

2. BID SECURITY:  
Accompanying this form is bid security as specified in Advertisement for Bids in amount of five percent (5%) of Base Bid, or:

5% Dollars (\$ 5%)

3. TIME OF COMPLETION:  
If awarded this Contract, the undersigned agrees to commence work within seven days of receipt of Notice to Proceed.

The undersigned Bidder hereby agrees to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect. Bidder also agrees to complete the Work described in the Bidding Documents, including all addenda, to achieving Substantial Completion and Final Completion of the Work, as described in the Contract Documents, within the schedule as listed in the Instructions to Bidders.

This Contact Time shall include consideration of normal adverse conditions due to weather which can be reasonably anticipated for the Project location. Award of this contract will be based on Owner's evaluation of both price and time. See Instructions to Bidders for Owner's desired completion time.

4. RECEIPT OF ADDENDA:

The undersigned acknowledges receipt of the following addenda: 1, 9/30/19

5. PROOF OF COMPETENCY:

Undersigned agrees to furnish evidence satisfactory to Owner of sufficient means and expertise to assure completion of Contract in a satisfactory manner, and to furnish such evidence within five (5) days of receipt of written request.

6. The following documents are attached to and made a condition of this Bid:

- A. Verification of Compliance with Minnesota Statute 16C.285.
- B. List of First Tier Subcontractors.
- C. Project References (section 00 44 14)
- D. Bid Security (section 00 43 13)

Undersigned acknowledges that Owner reserves right to reject any part or all of this bid and waive any informalities therein, but that this bid shall remain open and shall not be withdrawn for a period of sixty (60) days from date prescribed for this opening. If written notice of acceptance of any part or all of this bid is provided to undersigned within this time period, or at any other time thereafter before it is withdrawn, undersigned will execute and deliver Contract Documents to Owner in accordance with this bid as accepted, and will also furnish and deliver to Owner any bonds as may be required, and all proof of insurance coverage, within time specified under Bid Security in the Instructions to Bidders.

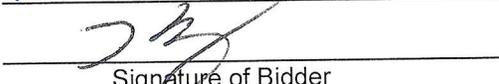
Notification of acceptance or request for additional information may be addressed to undersigned at address set forth below.

The names of all persons interested in foregoing bid as principals follow: (IMPORTANT NOTICE: If bidder or interested person is a corporation, give legal name of corporation, state where incorporated, names of president and secretary; if a partnership, give name of firm and names of all individual co-partners composing firm; if bidder or interested person is an individual, give first and last names in full.)

CAL-TEX CONSTRUCTION SERVICES, LLC

RONNIE BASSETT

MATTHEW ARENDS

  
Signature of Bidder

**NOTE:** If bidder is corporation, set forth legal name of corporation together with signature of officer or officers authorized to sign contracts on behalf of corporation, if bidder is partnership, set forth name of firm together with signature of partner or partners authorized to sign contracts on behalf of partnership.

Business Address: 17001 FISH POINT RD.  
PRIOR LAKE, MN 55372

Telephone No.: (952) 447-1125

Date of Proposal: 10/8/2019

END OF DOCUMENT

# 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)

**Cal-Tex Construction Services, LLC**

**17001 Fish Point Rd SE**

**Prior Lake, MN 55372**

### OWNER:

(Name, legal status and address)

**White Bear Township**

**1281 Hammond Road**

**White Bear Township, MN 55110**

### SURETY:

(Name, legal status and principal place of business)

**OHIO FARMERS INSURANCE COMPANY**

**1 Park Circle, PO Box 5001**

**Westfield Center, OH 44251-5001**

**BOND AMOUNT: Five Percent of the Bid Submitted**

### PROJECT:

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

**White Bear Township Administrative Building Improvements**

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 October, 2019.

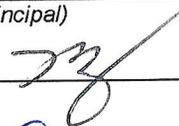


(Witness)

**Cal-Tex Construction Services, LLC**

(Principal)

(Seal)

By: 

**PARTNER**

(Title)

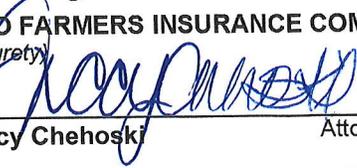


(Witness)

**OHIO FARMERS INSURANCE COMPANY**

(Surety)

(Seal)

By: 

**Tracy Chehoski**

Attorney-In-Fact

(Title)

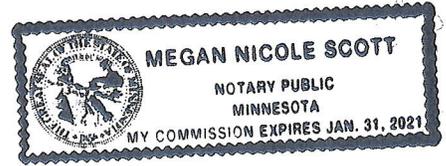
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BD5084 OFWWN (10/2010)

STATE OF MINNESOTA

On this 8th day of October, 2019, before me appeared Tracy Chehoski to me personally known, who, being duly sworn, did say that he or she is the Attorney-in-Fact of Ohio Farmers Insurance Company, that the seal affixed to the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said acknowledged said instrument to be the free act and deed of said corporation.

Megyn Scott  
notary public



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

POWER NO. 2263422 02

General Power of Attorney

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

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint CHRISTINE SCOTT, WENDY SCHMID, EMILY B. TSCHIMPERLE, TRACY CHEHOSKI, NATHAN WEAVER, MEGAN SCOTT, JOINTLY OR SEVERALLY

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

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

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

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

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

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

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 14th day of SEPTEMBER A.D., 2018 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

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

State of Ohio County of Medina ss.:

On this 14th day of SEPTEMBER A.D., 2018 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



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

State of Ohio County of Medina ss.:

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 8th day of October A.D., 2019



Frank A. Carrino Secretary

VERIFICATION OF COMPLIANCE  
WITH MN STATUTES 16C.285

**State of Minnesota – Responsible Contractor Requirement (for responses in excess of \$50,000 only)**

Minnesota Statute 16C.285, subdivision 7, **IMPLEMENTATION**. ... any prime contractor or subcontractor or motor carrier that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project... *It is your sole responsibility to provide this information at the due date and time of the bid.*

Minnesota Statute 16C.285, subdivision 3, **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA**. "Responsible Contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

Your response will be rejected unless:

(1) The Contractor:

- (i) is in compliance with workers' compensation and unemployment insurance requirements;
- (ii) is in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees;
- (iii) has a valid federal tax identification number or a valid Social Security number if an individual;
- (iv) has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative;

Your response will be rejected unless:

- (2) The Contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:
  - (i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is "repeated" only if it involves two or more separate and distinct occurrences of underpayment during a three year period;
  - (ii) has been issued an order to comply by the commissioner of labor and industry that has become final;
  - (iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
  - (iv) has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
  - (v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
  - (vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties; \*

- (3) the Contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order; \*
- (4) the Contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office; \*
- (5) the Contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification; \*

\* Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.

- (6) the Contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions that have authority to debar a contractor; and
- (7) Check if all subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

**Minn. Stat. 16C.285, Subd. 5. SUBCONTRACTOR VERIFICATION**

A Prime Contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.

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

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

**Minn. Stat. 16C.285, Subd. 5a. MOTOR CARRIER VERIFICATION**

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

**Minn. Stat. 16C.285, Subd. 4. VERIFICATION OF COMPLIANCE**

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by and owner of officer verifying compliance with each of the minimum criteria in subdivision 3, with the exception of clause (7), at the time that it responds to the solicitation documents.

A contracting authority may accept a signed statement under oath as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. A prime contractor, subcontractor, or motor carrier that fails to verify compliance with any one of the required minimum criteria or makes a false statement under oath in a verification of compliance shall be ineligible to be awarded a construction contract on the project for which the verification was submitted.

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

**Minn. Stat. 16C.285, Subd. 6. ADDITIONAL CRITERIA**

Nothing in this section shall restrict the discretion of a contracting authority to establish additional factors for defining contractor responsibility. This subdivision is not an independent grant of authority to a contracting authority to establish additional minimum criteria pursuant to subdivision 3.

**CERTIFICATION**

By signing this document, I certify that I am authorized to sign on behalf of the company, and I swear under oath that:

- 1) My company meets each of the minimum criteria to be a responsible contractor as defined in Minn. Stat. 16C.285,
- 2) I have included a list of my first-tier subcontractors with my company's solicitation response,
- 3) If my company is awarded a contract, I will submit a list of additional subcontractors as required.

Name of Company: CAL - TEX CONSTRUCTION SERVICES, LLC

Authorized Signature: [Signature]

Printed Name: RONNIE BASSETT

Title: PARTNER

Date: 10/8/19 Telephone number: (952) 447-1125

Before me on this 8 day of October, 20 19, personally appeared \_\_\_\_\_

Ronnie Bassett known to be, who being duly sworn did depose and say that he is the Partner (office) of the Contractor above mentioned that he executed the above

Verification of Compliance and Affidavit on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

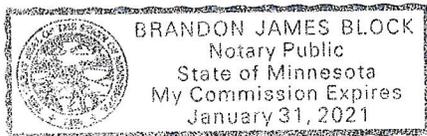
**Attest:**

Notary Signature: [Signature]

Printed Name: Brandon James Block

My Commission expires: 11/31/2021, 20 21

Date: 10/8/2019 Telephone number: 952 956 6540



LIST OF FIRST TIER SUBCONTRACTORS

Company CAL-TEX ELECTRIC, INC. Telephone No. (952) 447-1125  
 Name of Contact MATT BRIGHT  
 Address 17001 FISH POINT RD, PRIOR LAKE, MN 55372  
 Type of Construction ELECTRIC

Company CAL-TEX TECHNOLOGIES, INC Telephone No. (952) 447-1125  
 Name of Contact ANDY BAUMGART  
 Address 17001 FISH POINT RD, PRIOR LAKE, MN 55372  
 Type of Construction LOW VOLTAGE

Company VIKING DEMOLITION Telephone No. 612-790-7346  
 Name of Contact JOE MURSHAL  
 Address 7600 BOONE AVE N, SUITE 2, BROOKLYN PARK, MN 55428  
 Type of Construction DEMOLITION

Company RONS CABINETS Telephone No. 320-252-7667  
 Name of Contact JERRY WIENER  
 Address 380 INDUSTRIAL BLVD EAST, SAUK RAPIDS, MN 56379  
 Type of Construction CASEWORK / CABINETS.

Company BALLANTINE PAINTING Telephone No. 612-991-1553  
 Name of Contact MATT BALLANTINE  
 Address 4569 209 AVE NE, EAST BETHAL, MN 55011  
 Type of Construction PAINT, DW

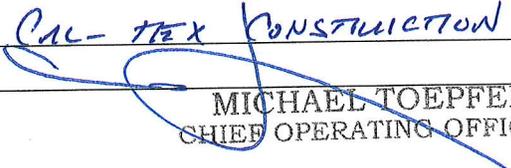
Company KENDALL Telephone No. 507-519-2129  
 Name of Contact TERMIANT STERN  
 Address MANKATO MN  
 Type of Construction DOORS & FRAMES

PROJECT REFERENCES

Below is a listing of the 3 most recent projects of a similar nature to this project which we have completed.

1. Contracting Agency ISD # 277  
Description of Work REMODEL OF School RESTROOMS  
Agency Representative RICHARD MEYER / Kyle HOVENSON - ARCHITECT  
Title DIR. OF FINANCE Phone 651-227-7773 Date of Contract 5/15/19
  
2. Contracting Agency ISD # 279  
Description of Work REMODEL OF School CLASSROOMS  
Agency Representative ANDREW DAHLQUIST  
Title ARCHITECT Phone 651-227-7773 Date of Contract 4/30/19
  
3. Contracting Agency NLSC PROPERTIES  
Description of Work REMODEL + NEW OFFICES  
Agency Representative NATHAN STERGIN  
Title OWNER Phone 540-877-2769 Date of Contract 10/2017

Name of Bidder CAL-TEX CONSTRUCTION SERVICE, LLC

By   
MICHAEL TOEPFER  
CHIEF OPERATING OFFICER

The Bid is to be submitted on photocopies of this Bid Form and the attachments provided.

DOCUMENT 00 41 00

BID FORM

White Bear Township  
1281 Hammond Road  
White Bear Township, MN 55110

Name of Bidder: Ebert, Inc. dba: Ebert Construction

Telephone No.: 763-498-7844

Date of Proposal: 10/8/2019

1. Pursuant to and in compliance with Bidding Requirements and proposed Contract Documents, as defined in the Instructions to Bidders, the undersigned, having become thoroughly familiar with terms and conditions of proposed Contract Documents and with local conditions affecting performance and cost where the work is to be completed, and having fully inspected the site, hereby proposes and agrees to perform fully the work within the time stated and in strict accordance with proposed Contract Documents, including furnishing of labor and materials, and to do work as described in Contract Documents.

BASE BID: Provide labor, materials, services, equipment necessary for completion of work as described in the Bidding Documents, as stated above.

one hundred ninety six thousand six hundred Dollars (\$ 196,600 )

ALTERNATE NO. 1: Replace six (6) suspended pendant light fixtures (fixture Type A).

ADDITIONAL COST: TEN thousand Dollars (\$ 10,000 )

UNIT PRICE NO. 1: Patching of gypsum board wall and ceiling finish (cost to include labor and materials)

UNIT COST (per square foot of wall/ceiling surface):

Ten Dollars (\$ 10 )

2. BID SECURITY:  
Accompanying this form is bid security as specified in Advertisement for Bids in amount of five percent (5%) of Base Bid, or:

Five Percent Dollars (\$ 5% )

3. TIME OF COMPLETION:  
If awarded this Contract, the undersigned agrees to commence work within seven days of receipt of Notice to Proceed.

The undersigned Bidder hereby agrees to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect. Bidder also agrees to complete the Work described in the Bidding Documents, including all addenda, to achieving Substantial Completion and Final Completion of the Work, as described in the Contract Documents, within the schedule as listed in the Instructions to Bidders.

This Contract Time shall include consideration of normal adverse conditions due to weather which can be reasonably anticipated for the Project location. Award of this contract will be based on Owner's evaluation of both price and time. See Instructions to Bidders for Owner's desired completion time.

4. RECEIPT OF ADDENDA:

The undersigned acknowledges receipt of the following addenda: 1.

5. PROOF OF COMPETENCY:

Undersigned agrees to furnish evidence satisfactory to Owner of sufficient means and expertise to assure completion of Contract in a satisfactory manner, and to furnish such evidence within five (5) days of receipt of written request.

6. The following documents are attached to and made a condition of this Bid:

- A. Verification of Compliance with Minnesota Statute 16C.285.
- B. List of First Tier Subcontractors.
- C. Project References (section 00 44 14)
- D. Bid Security (section 00 43 13)

Undersigned acknowledges that Owner reserves right to reject any part or all of this bid and waive any informalities therein, but that this bid shall remain open and shall not be withdrawn for a period of sixty (60) days from date prescribed for this opening. If written notice of acceptance of any part or all of this bid is provided to undersigned within this time period, or at any other time thereafter before it is withdrawn, undersigned will execute and deliver Contract Documents to Owner in accordance with this bid as accepted, and will also furnish and deliver to Owner any bonds as may be required, and all proof of insurance coverage, within time specified under Bid Security in the Instructions to Bidders.

Notification of acceptance or request for additional information may be addressed to undersigned at address set forth below.

The names of all persons interested in foregoing bid as principals follow: (IMPORTANT NOTICE: If bidder or interested person is a corporation, give legal name of corporation, state where incorporated, names of president and secretary; if a partnership, give name of firm and names of all individual co-partners composing firm; if bidder or interested person is an individual, give first and last names in full.)

Ebert, Inc. dba: Ebert Construction

Incorporated in Minnesota

Markus R. Ebert. Vice President/Secretary



Signature of Bidder

**NOTE:** If bidder is corporation, set forth legal name of corporation together with signature of officer or officers authorized to sign contracts on behalf of corporation, if bidder is partnership, set forth name of firm together with signature of partner or partners authorized to sign contracts on behalf of partnership.

Business Address: 23350 County Road 10

Corcoran, MN 55357

Telephone No.: 763-498-7844

Date of Proposal: 10/8/2019

**END OF DOCUMENT**

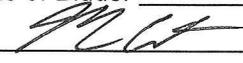
DOCUMENT 00 44 14

PROJECT REFERENCES

Below is a listing of the 3 most recent projects of a similar nature to this project which we have completed.

1. Contracting Agency City of Minneapolis Park & Recreation Board Project Name: Painter Rec. Center  
Description of Work Building Improvements, floor replacement, and sink modifications  
Agency Representative Dana Murdoch  
Title Project Manager Phone 612-230-6446 Date of Contract 11/19/18 - 4/26/19
2. Contracting Agency Hennepin County Property Services Project Name: Hennepi  
Description of Work General, Mechanical, and Electrical Construction Work NorthPoint Workforce  
Agency Representative Jeffry Houle Center Satellite Clinic  
Title Project Manager Phone 612-348-6190 Date of Contract 3/27/17 - 6/30/17
3. Contracting Agency ISD #194 Project Name: Kenwood Trail MS Mech. Improvements  
Description of Work Mechanical Improvements and Secure Entry Work  
Agency Representative Beth Loudon  
Title Director of Facilities Phone 952-232-2047 Date of Contract 6/10/19 - Current

Name of Bidder Ebert, Inc. dba: Ebert Construction

By  Markus R. Ebert  
VP/Secretary

**VERIFICATION OF COMPLIANCE  
WITH MN STATUTES 16C.285**

**State of Minnesota – Responsible Contractor Requirement (for responses in excess of \$50,000 only)**

Minnesota Statute 16C.285, subdivision 7, **IMPLEMENTATION.** ... any prime contractor or subcontractor or motor carrier that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project... *It is your sole responsibility to provide this information at the due date and time of the bid.*

Minnesota Statute 16C.285, subdivision 3, **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.** “Responsible Contractor” means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

Your response will be rejected unless:

(1) The Contractor:

- (i) is in compliance with workers' compensation and unemployment insurance requirements;
- (ii) is in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees;
- (iii) has a valid federal tax identification number or a valid Social Security number if an individual;
- (iv) has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative;

Your response will be rejected unless:

- (2) The Contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:
  - (i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is “repeated” only if it involves two or more separate and distinct occurrences of underpayment during a three year period;
  - (ii) has been issued an order to comply by the commissioner of labor and industry that has become final;
  - (iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
  - (iv) has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
  - (v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
  - (vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties; \*

- (3) the Contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order; \*
  - (4) the Contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office; \*
  - (5) the Contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification; \*
- \* Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.
- (6) the Contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions that have authority to debar a contractor; and
  - (7) Check if all subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

**Minn. Stat. 16C.285, Subd. 5. SUBCONTRACTOR VERIFICATION**

A Prime Contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.

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

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

**Minn. Stat. 16C.285, Subd. 5a. MOTOR CARRIER VERIFICATION**

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

Minn. Stat. 16C.285, Subd. 4. **VERIFICATION OF COMPLIANCE**

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by and owner of officer verifying compliance with each of the minimum criteria in subdivision 3, with the exception of clause (7), at the time that it responds to the solicitation documents.

A contracting authority may accept a signed statement under oath as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. A prime contractor, subcontractor, or motor carrier that fails to verify compliance with any one of the required minimum criteria or makes a false statement under oath in a verification of compliance shall be ineligible to be awarded a construction contract on the project for which the verification was submitted.

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

Minn. Stat. 16C.285, Subd. 6. **ADDITIONAL CRITERIA**

Nothing in this section shall restrict the discretion of a contracting authority to establish additional factors for defining contractor responsibility. This subdivision is not an independent grant of authority to a contracting authority to establish additional minimum criteria pursuant to subdivision 3.

**CERTIFICATION**

By signing this document, I certify that I am authorized to sign on behalf of the company, and I swear under oath that:

- 1) My company meets each of the minimum criteria to be a responsible contractor as defined in Minn. Stat. 16C.285,
- 2) I have included a list of my first-tier subcontractors with my company's solicitation response,
- 3) If my company is awarded a contract, I will submit a list of additional subcontractors as required.

Name of Company: Ebert, Inc. dba: Ebert Construction

Authorized Signature: 

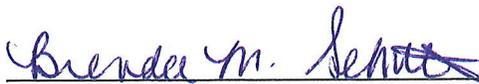
Printed Name: Markus R. Ebert

Title: Vice President/Secretary

Date: 10/8/2019 Telephone number: 763-498-7844

Before me on this 8th day of October, 2019, personally appeared Markus R. Ebert known to be, who being duly sworn did depose and say that he is the Vice President/Secretary (office) of the Contractor above mentioned that he executed the above Verification of Compliance and Affidavit on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

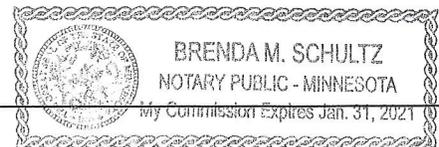
**Attest:**

Notary Signature: 

Printed Name: Brenda M. Schultz

My Commission expires: 1/31, 2021

Date: 10/8/2019 Telephone number: 763-498-7844



LIST OF FIRST TIER SUBCONTRACTORS

Company ICG, Inc Telephone No. 320-230-9525  
Name of Contact Shaun M. Cox  
Address 1045 33<sup>rd</sup> Street South, St. Cloud, MN 55630  
Type of Construction Arch Woodwork

Company Capital City Glass Telephone No. 763-231-0334  
Name of Contact Chris Schloer  
Address 1521 93<sup>rd</sup> Lane NE, Blaine, MN 55449  
Type of Construction Glazing

Company Reshetar Systems Telephone No. 763-421-1152  
Name of Contact NA  
Address 730 Banker Lake Blvd NW, Anoka, MN 55303  
Type of Construction Drywall

Company Super Set Telephone No. NA  
Name of Contact NA  
Address 13800 Industrial Park Blvd, Plymouth, MN 55441  
Type of Construction Tile/Carpet

Company All-State Painting Telephone No. 763-370-5511  
Name of Contact Lee Mattila  
Address 810 Robert Ave N, Maple Lake, MN 55358  
Type of Construction Painting

Company Vinco Telephone No. 651-982-4442  
Name of Contact NA  
Address 23055 County Hwy #1, Fergus Falls, MN 56537  
Type of Construction Electrical

**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.  
23350 County Road 10  
Corcoran, MN 55357**

**SURETY:**

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

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

**OWNER:**

*(Name, legal status and address)*

**White Bear Township  
1281 Hammond Road  
White Bear Township, MN 55110**

**BOND AMOUNT: Five Percent of the Bid Submitted**

**PROJECT:**

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

**White Bear Township Administration Building Improvements**

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 **October** **2019**

Ebert, Inc.



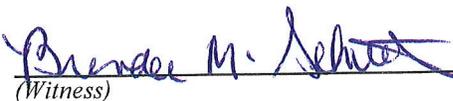
*(Principal)*

*(Seal)*

**Markus Ross Ebert**

**Vice President & Secretary**

*(Title)*

  
*(Witness)*

Merchants Bonding Company (Mutual)

*(Surety)*

*(Seal)*

**Megan Nicole Scott**

**Attorney-In-Fact**

  
*(Witness)*

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 \_\_\_\_\_, 2007, 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 \_\_\_\_\_, 2007, 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 October, 2019 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



Brenda M. Schultz  
Notary Public

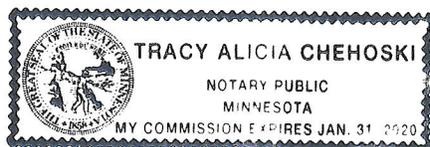
ACKNOWLEDGMENT OF SURETY

State of Minnesota )  
County of Hennepin ) ss.

ACKNOWLEDGMENT OF SURETY

On this 8th day of October, 2019 before me personally appeared Megan Nicole Scott, 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



Tracy Chehoski  
Notary Public

**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Aileen Geving; Christine Scott; Christopher James; Dee Ann Briegel; Emily Tschimperle; Gregg K Boomgard; James Erickson; Janet L Roth; John C Klein; Kristin B Schiferl; Kristin M Bakos; Larry Sumbs; Megan Nicole Scott; Nathan Weaver; Stephen M Klein; 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.

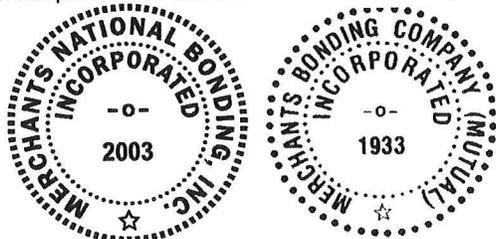
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, 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 20th day of March, 2019.

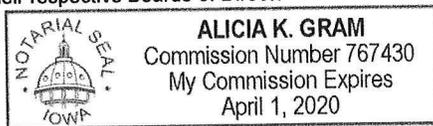


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this this 20th day of March 2019, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Alicia K. Gram*  
Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 8th day of October, 2019.



*William Warner Jr.*  
Secretary

# WORKFORCE CERTIFICATE OF COMPLIANCE

The Commissioner of the Minnesota Department of Human Rights by the signature below attests that **EBERT CONSTRUCTION, INC.** is hereby certified as a contractor under the Minnesota Human Rights Act, §363A.

Certificate start date: **4/27/2018**

Certificate expiration date: **4/26/2022**

**Minnesota Department of Human Rights**

**FOR THE DEPARTMENT BY:**

A handwritten signature in black ink, appearing to read "Kevin M. Lindsey". The signature is written in a cursive style with a large initial "K" and "L".

Kevin M. Lindsey, Commissioner

**EQUAL PAY**  
**CERTIFICATE OF COMPLIANCE**

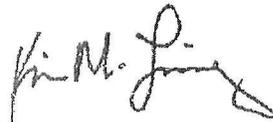
The Commissioner of the Minnesota Department of Human Rights by the signature below attests that EBERT CONSTRUCTION, INC. is hereby certified as a contractor under the Minnesota Human Rights Act, §363A.44.

**Certificate start date: August 7, 2018**

**Certificate expiration date: August 6, 2022**

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:



Kevin M. Lindsey, Commissioner

AN EQUAL OPPORTUNITY EMPLOYER

The Bid is to be submitted on photocopies of this Bid Form and the attachments provided.

DOCUMENT 00 41 00

BID FORM

White Bear Township  
1281 Hammond Road  
White Bear Township, MN 55110

Name of Bidder: Dering Pierson Group LLC  
Telephone No.: 612-213-2210  
Date of Proposal: 10/8/19

1. Pursuant to and in compliance with Bidding Requirements and proposed Contract Documents, as defined in the Instructions to Bidders, the undersigned, having become thoroughly familiar with terms and conditions of proposed Contract Documents and with local conditions affecting performance and cost where the work is to be completed, and having fully inspected the site, hereby proposes and agrees to perform fully the work within the time stated and in strict accordance with proposed Contract Documents, including furnishing of labor and materials, and to do work as described in Contract Documents.

BASE BID: Provide labor, materials, services, equipment necessary for completion of work as described in the Bidding Documents, as stated above.

One hundred ninety seven thousand one hundred Dollars (\$ 197,100 )

ALTERNATE NO. 1: Replace six (6) suspended pendant light fixtures (fixture Type A).

ADDITIONAL COST: Eight thousand seven hundred Dollars (\$ 8,700 )

UNIT PRICE NO. 1: Patching of gypsum board wall and ceiling finish (cost to include labor and materials)

UNIT COST (per square foot of wall/ceiling surface):

Twelve Dollars / Sf Dollars (\$ 12 )

2. BID SECURITY:  
Accompanying this form is bid security as specified in Advertisement for Bids in amount of five percent (5%) of Base Bid, or:

Bid Bond ATTACHED Dollars (\$ \_\_\_\_\_ )

3. TIME OF COMPLETION:  
If awarded this Contract, the undersigned agrees to commence work within seven days of receipt of Notice to Proceed.

The undersigned Bidder hereby agrees to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect. Bidder also agrees to complete the Work described in the Bidding Documents, including all addenda, to achieving Substantial Completion and Final Completion of the Work, as described in the Contract Documents, within the schedule as listed in the Instructions to Bidders.

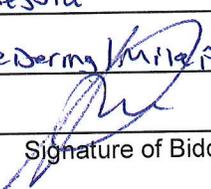
This Contact Time shall include consideration of normal adverse conditions due to weather which can be reasonably anticipated for the Project location. Award of this contract will be based on Owner's evaluation of both price and time. See Instructions to Bidders for Owner's desired completion time.

4. RECEIPT OF ADDENDA:  
The undersigned acknowledges receipt of the following addenda: 1.
5. PROOF OF COMPETENCY:  
Undersigned agrees to furnish evidence satisfactory to Owner of sufficient means and expertise to assure completion of Contract in a satisfactory manner, and to furnish such evidence within five (5) days of receipt of written request.
6. The following documents are attached to and made a condition of this Bid:
  - A. Verification of Compliance with Minnesota Statute 16C.285.
  - B. List of First Tier Subcontractors.
  - C. Project References (section 00 44 14)
  - D. Bid Security (section 00 43 13)

Undersigned acknowledges that Owner reserves right to reject any part or all of this bid and waive any informalities therein, but that this bid shall remain open and shall not be withdrawn for a period of sixty (60) days from date prescribed for this opening. If written notice of acceptance of any part or all of this bid is provided to undersigned within this time period, or at any other time thereafter before it is withdrawn, undersigned will execute and deliver Contract Documents to Owner in accordance with this bid as accepted, and will also furnish and deliver to Owner any bonds as may be required, and all proof of insurance coverage, within time specified under Bid Security in the Instructions to Bidders.

Notification of acceptance or request for additional information may be addressed to undersigned at address set forth below.

The names of all persons interested in foregoing bid as principals follow: (IMPORTANT NOTICE: If bidder or interested person is a corporation, give legal name of corporation, state where incorporated, names of president and secretary; if a partnership, give name of firm and names of all individual co-partners composing firm; if bidder or interested person is an individual, give first and last names in full.)

Dering Preerson Group LLC  
Minnesota  
Joyce Dering / Mike Preerson  
  
\_\_\_\_\_  
Signature of Bidder

**NOTE:** If bidder is corporation, set forth legal name of corporation together with signature of officer or officers authorized to sign contracts on behalf of corporation, if bidder is partnership, set forth name of firm together with signature of partner or partners authorized to sign contracts on behalf of partnership.

Business Address: 22401 Industrial Blvd.  
Rogers, MN 55374  
Telephone No.: 612-213-2210 (O) 763-242-6628(C)  
Date of Proposal: 10/8/19

**END OF DOCUMENT**

The Bid is to be submitted on photocopies of this Bid Form and the attachments provided.

DOCUMENT 00 41 00

BID FORM

White Bear Township  
1281 Hammond Road  
White Bear Township, MN 55110

Name of Bidder: Dering Pierson Group LLC  
Telephone No.: 612-213-2210  
Date of Proposal: 10/8/19

1. Pursuant to and in compliance with Bidding Requirements and proposed Contract Documents, as defined in the Instructions to Bidders, the undersigned, having become thoroughly familiar with terms and conditions of proposed Contract Documents and with local conditions affecting performance and cost where the work is to be completed, and having fully inspected the site, hereby proposes and agrees to perform fully the work within the time stated and in strict accordance with proposed Contract Documents, including furnishing of labor and materials, and to do work as described in Contract Documents.

BASE BID: Provide labor, materials, services, equipment necessary for completion of work as described in the Bidding Documents, as stated above.

one hundred ninety seven thousand one hundred Dollars (\$ 197,100 )

ALTERNATE NO. 1: Replace six (6) suspended pendant light fixtures (fixture Type A).

ADDITIONAL COST: Eight thousand seven hundred Dollars (\$ 8,700 )

UNIT PRICE NO. 1: Patching of gypsum board wall and ceiling finish (cost to include labor and materials)

UNIT COST (per square foot of wall/ceiling surface):

Twelve Dollars/sf Dollars (\$ 12 )

2. BID SECURITY:  
Accompanying this form is bid security as specified in Advertisement for Bids in amount of five percent (5%) of Base Bid, or:

BID BOND ATTACHED Dollars (\$ \_\_\_\_\_ )

3. TIME OF COMPLETION:  
If awarded this Contract, the undersigned agrees to commence work within seven days of receipt of Notice to Proceed.

The undersigned Bidder hereby agrees to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect. Bidder also agrees to complete the Work described in the Bidding Documents, including all addenda, to achieving Substantial Completion and Final Completion of the Work, as described in the Contract Documents, within the schedule as listed in the Instructions to Bidders.

This Contact Time shall include consideration of normal adverse conditions due to weather which can be reasonably anticipated for the Project location. Award of this contract will be based on Owner's evaluation of both price and time. See Instructions to Bidders for Owner's desired completion time.

4. RECEIPT OF ADDENDA:  
The undersigned acknowledges receipt of the following addenda: 1.
5. PROOF OF COMPETENCY:  
Undersigned agrees to furnish evidence satisfactory to Owner of sufficient means and expertise to assure completion of Contract in a satisfactory manner, and to furnish such evidence within five (5) days of receipt of written request.
6. The following documents are attached to and made a condition of this Bid:
  - A. Verification of Compliance with Minnesota Statute 16C.285.
  - B. List of First Tier Subcontractors.
  - C. Project References (section 00 44 14)
  - D. Bid Security (section 00 43 13)

Undersigned acknowledges that Owner reserves right to reject any part or all of this bid and waive any informalities therein, but that this bid shall remain open and shall not be withdrawn for a period of sixty (60) days from date prescribed for this opening. If written notice of acceptance of any part or all of this bid is provided to undersigned within this time period, or at any other time thereafter before it is withdrawn, undersigned will execute and deliver Contract Documents to Owner in accordance with this bid as accepted, and will also furnish and deliver to Owner any bonds as may be required, and all proof of insurance coverage, within time specified under Bid Security in the Instructions to Bidders.

Notification of acceptance or request for additional information may be addressed to undersigned at address set forth below.

The names of all persons interested in foregoing bid as principals follow: (IMPORTANT NOTICE: If bidder or interested person is a corporation, give legal name of corporation, state where incorporated, names of president and secretary; if a partnership, give name of firm and names of all individual co-partners composing firm; if bidder or interested person is an individual, give first and last names in full.)

Derring Preiron Group LLC

Minnesota

Joyce Derring Miller Preiron

  
Signature of Bidder

**NOTE:** If bidder is corporation, set forth legal name of corporation together with signature of officer or officers authorized to sign contracts on behalf of corporation, if bidder is partnership, set forth name of firm together with signature of partner or partners authorized to sign contracts on behalf of partnership.

Business Address: 22401 Industrial Blvd.

Rogers, MN 55374

Telephone No.: 612-213-2210 (O) 763-242-6628(C)

Date of Proposal: 10/8/19

**END OF DOCUMENT**

LIST OF FIRST TIER SUBCONTRACTORS

Company Stemkraw Plumbing Telephone No. 952-361-0128  
Name of Contact Merte Stemkraw  
Address 112 E 5th St. Chaska, MN 55318  
Type of Construction Plumbing

Company Reed Bros Telephone No. 608-317-2941  
Name of Contact Walter Reed  
Address Rogers, MN  
Type of Construction Flooring/Tile

Company AEM Electric Telephone No. 763-783-7080  
Name of Contact Dave Schoenrock  
Address Spring Lake Park, MN  
Type of Construction Electrical

Company ICG Telephone No. 320-230-9525  
Name of Contact Shawn Cox  
Address St. Cloud, MN  
Type of Construction Casework

Company \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Name of Contact \_\_\_\_\_  
Address \_\_\_\_\_  
Type of Construction \_\_\_\_\_

Company \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Name of Contact \_\_\_\_\_  
Address \_\_\_\_\_  
Type of Construction \_\_\_\_\_

DOCUMENT 00 44 14

PROJECT REFERENCES

Below is a listing of the 3 most recent projects of a similar nature to this project which we have completed.

1. Contracting Agency City of New Brighton  
Description of Work Multiple Renovations of City Offices/Council Chambers  
Agency Representative Craig Schlichting  
Title Director of Community Affairs Phone 651-638-2056 Date of Contract 11/15/18
2. Contracting Agency Minnetonka Public Schools ISD #276  
Description of Work Renovate Media Center  
Agency Representative Paul Bourgeois  
Title Director of Finance & Operations Phone 952-401-5000 Date of Contract 3/8/19
3. Contracting Agency Jack + Jill Childcare - Admin Renovation  
Description of Work Renovate space to build new admin area and offices  
Agency Representative Chris Hove  
Title Partner Phone 612-605-6574 Date of Contract 7/29/19

Name of Bidder Dering Prerson Group LLC  
By Adam Dering

**VERIFICATION OF COMPLIANCE  
WITH MN STATUTES 16C.285**

**State of Minnesota – Responsible Contractor Requirement (for responses in excess of \$50,000 only)**

Minnesota Statute 16C.285, subdivision 7, **IMPLEMENTATION**. ... any prime contractor or subcontractor or motor carrier that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project... *It is your sole responsibility to provide this information at the due date and time of the bid.*

Minnesota Statute 16C.285, subdivision 3, **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA**. "Responsible Contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

Your response will be rejected unless:

(1) The Contractor:

- (i) is in compliance with workers' compensation and unemployment insurance requirements;
- (ii) is in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees;
- (iii) has a valid federal tax identification number or a valid Social Security number if an individual;
- (iv) has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative;

Your response will be rejected unless:

(2) The Contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:

- (i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is "repeated" only if it involves two or more separate and distinct occurrences of underpayment during a three year period;
- (ii) has been issued an order to comply by the commissioner of labor and industry that has become final;
- (iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
- (iv) has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
- (v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
- (vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties; \*

- (3) the Contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order; \*
  - (4) the Contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office; \*
  - (5) the Contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification; \*
- \* Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.
- (6) the Contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions that have authority to debar a contractor; and
  - (7) Check if all subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

**Minn. Stat. 16C.285, Subd. 5. SUBCONTRACTOR VERIFICATION**

A Prime Contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.

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

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

**Minn. Stat. 16C.285, Subd. 5a. MOTOR CARRIER VERIFICATION**

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

**Minn. Stat. 16C.285, Subd. 4. VERIFICATION OF COMPLIANCE**

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by and owner of officer verifying compliance with each of the minimum criteria in subdivision 3, with the exception of clause (7), at the time that it responds to the solicitation documents.

A contracting authority may accept a signed statement under oath as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. A prime contractor, subcontractor, or motor carrier that fails to verify compliance with any one of the required minimum criteria or makes a false statement under oath in a verification of compliance shall be ineligible to be awarded a construction contract on the project for which the verification was submitted.

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

**Minn. Stat. 16C.285, Subd. 6. ADDITIONAL CRITERIA**

Nothing in this section shall restrict the discretion of a contracting authority to establish additional factors for defining contractor responsibility. This subdivision is not an independent grant of authority to a contracting authority to establish additional minimum criteria pursuant to subdivision 3.

**CERTIFICATION**

By signing this document, I certify that I am authorized to sign on behalf of the company, and I swear under oath that:

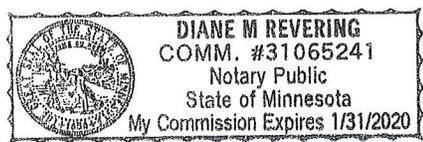
- 1) My company meets each of the minimum criteria to be a responsible contractor as defined in Minn. Stat. 16C.285,
- 2) I have included a list of my first-tier subcontractors with my company's solicitation response,
- 3) If my company is awarded a contract, I will submit a list of additional subcontractors as required.

Name of Company: Dering Peterson Group LLC  
 Authorized Signature: \_\_\_\_\_  
 Printed Name: Adam Dering  
 Title: VP  
 Date: 10/8/19 Telephone number: 612-213-2210 (O)

\_\_\_\_\_ 763-252-6628 (C)

Before me on this 8 day of Oct, 2019, personally appeared \_\_\_\_\_  
Adam Dering known to be, who being duly sworn did depose and say that he is the  
Vice President (office) of the Contractor above mentioned that he executed the above  
 Verification of Compliance and Affidavit on behalf of said Contractor; and that all of the statements contained  
 therein are true, correct and complete.

**Attest:**  
 Notary Signature: Diane M Revering  
 Printed Name: Diane M Revering  
 My Commission expires: 1/31/20, 20\_\_\_\_  
 Date: Oct 8, 2019 Telephone number: 612.260.7893



**Bid Bond**

**CONTRACTOR:**  
*(Name, legal status and address)*  
Dering Pierson Group, LLC

22401 Industrial Blvd.  
Rogers, MN 55374

**OWNER:**  
*(Name, legal status and address)*  
White Bear Township

1281 Hammond Road  
White Bear Township, MN 55110  
**BOND AMOUNT:**

Five Percent (5%) of Total Amount Bid

**PROJECT:**  
*(Name, location or address, and Project number, if any)*  
White Bear Township Administrative Building Improvements; WHBRT 150506

**SURETY:**  
*(Name, legal status and principal place of business)*  
North American Specialty Insurance Company  
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 8th day of October, 2019.

Dering Pierson Group, LLC  
*(Principal)* \_\_\_\_\_ *(Seal)*

\_\_\_\_\_  
*(Witness)*

\_\_\_\_\_  
*(Title)*

Melinda Blodgett  
*(Witness)* \_\_\_\_\_

North American Specialty Insurance Company  
*(Surety)* \_\_\_\_\_ *(Seal)*

\_\_\_\_\_  
*(Title)* Rachel Thomas, Attorney-in-Fact

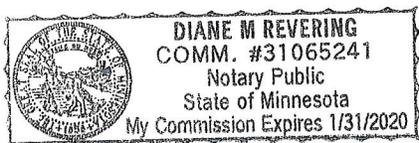


By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) ([www.nasbp.org](http://www.nasbp.org)) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business.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

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of Minnesota )  
 ) ss  
County of Hennepin )

On this 8th day of October 2019, before me appeared Adam Dering,  
to be known, who, being by me duly sworn, did say that (s)he is the Vice President of  
the Limited Liability Company described in and which executed the foregoing instrument, and that (s)he  
signed his name thereto by order of the Board of Governors of said Limited Liability Company.

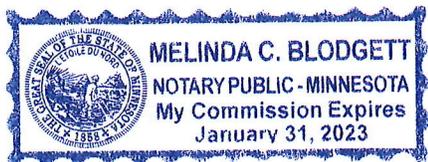


Diane M Revering  
Notary Public Wright County, Minnesota  
My commission expires 1/31/20

SURETY ACKNOWLEDGMENT

State of Minnesota )  
 ) ss  
County of Hennepin )

On this 8th day of October 2019, before me appeared Rachel Thomas,  
to me personally know, who being by me duly sworn, did say that (s)he is the Attorney-in-Fact of \_\_\_\_\_  
North American Specialty Insurance Company, a corporation, that the seal  
affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was  
executed in behalf of said corporation by authority of its Board of Directors; and that said \_\_\_\_\_  
Rachel Thomas acknowledged said instrument to be the free act and deed of said corporation.



Melinda C Blodgett  
Notary Public Washington County, Minnesota  
My commission expires 1/31/2023

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION GENERAL POWER OF ATTORNEY

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

R. W. FRANK, R. SCOTT EGGINTON, JOHN E. TAUER, JOSHUA R. LOFTIS, TINA L. DOMASK, ROSS S. SQUIRES, RACHEL THOMAS, NICOLE STILLINGS, SANDRA M. ENGSTRUM, BETSY WRIGHT
JEROME T. OUMET, KURT C. LUNDBLAD, BRIAN J. OESTREICH, LIN ULVEN, EMILY WHITE, TED JORGENSEN, MELINDA C. BLODGETT, R. C. BOWMAN, COLBY D. WHITE, ALLISON HILL and RICK GIBBS 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: ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) 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 North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

By Mike A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 29th day of January, 2019.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 29th day of January, 2019, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President

of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, 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.



M. Kenny, Notary Public

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

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 8th day of October, 2019.

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation

The Bid is to be submitted on photocopies of this Bid Form and the attachments provided.

DOCUMENT 00 41 00

BID FORM

White Bear Township  
1281 Hammond Road  
White Bear Township, MN 55110

Name of Bidder: Parkos Construction Company  
Telephone No.: 651-455-0031  
Date of Proposal: 10/8/2019

1. Pursuant to and in compliance with Bidding Requirements and proposed Contract Documents, as defined in the Instructions to Bidders, the undersigned, having become thoroughly familiar with terms and conditions of proposed Contract Documents and with local conditions affecting performance and cost where the work is to be completed, and having fully inspected the site, hereby proposes and agrees to perform fully the work within the time stated and in strict accordance with proposed Contract Documents, including furnishing of labor and materials, and to do work as described in Contract Documents.

BASE BID: Provide labor, materials, services, equipment necessary for completion of work as described in the Bidding Documents, as stated above.

Two hundred Eight thousand Eight hundred Dollars (\$ 208,800.00)

ALTERNATE NO. 1: Replace six (6) suspended pendant light fixtures (fixture Type A).

ADDITIONAL COST: Eighteen thousand Dollars (\$ 18,000.00)

UNIT PRICE NO. 1: Patching of gypsum board wall and ceiling finish (cost to include labor and materials)

UNIT COST (per square foot of wall/ceiling surface):

Fifteen Dollars Dollars (\$ 15.00)

2. BID SECURITY:  
Accompanying this form is bid security as specified in Advertisement for Bids in amount of five percent (5%) of Base Bid, or:

Ten thousand Four hundred Forty Dollars (\$ 10,440.00)

3. TIME OF COMPLETION:  
If awarded this Contract, the undersigned agrees to commence work within seven days of receipt of Notice to Proceed.

The undersigned Bidder hereby agrees to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect. Bidder also agrees to complete the Work described in the Bidding Documents, including all addenda, to achieving Substantial Completion and Final Completion of the Work, as described in the Contract Documents, within the schedule as listed in the Instructions to Bidders.

This Contact Time shall include consideration of normal adverse conditions due to weather which can be reasonably anticipated for the Project location. Award of this contract will be based on Owner's evaluation of both price and time. See Instructions to Bidders for Owner's desired completion time.

4. RECEIPT OF ADDENDA:  
The undersigned acknowledges receipt of the following addenda: 1.
5. PROOF OF COMPETENCY:  
Undersigned agrees to furnish evidence satisfactory to Owner of sufficient means and expertise to assure completion of Contract in a satisfactory manner, and to furnish such evidence within five (5) days of receipt of written request.
6. The following documents are attached to and made a condition of this Bid:
  - A. Verification of Compliance with Minnesota Statute 16C.285.
  - B. List of First Tier Subcontractors.
  - C. Project References (section 00 44 14)
  - D. Bid Security (section 00 43 13)

Undersigned acknowledges that Owner reserves right to reject any part or all of this bid and waive any informalities therein, but that this bid shall remain open and shall not be withdrawn for a period of sixty (60) days from date prescribed for this opening. If written notice of acceptance of any part or all of this bid is provided to undersigned within this time period, or at any other time thereafter before it is withdrawn, undersigned will execute and deliver Contract Documents to Owner in accordance with this bid as accepted, and will also furnish and deliver to Owner any bonds as may be required, and all proof of insurance coverage, within time specified under Bid Security in the Instructions to Bidders.

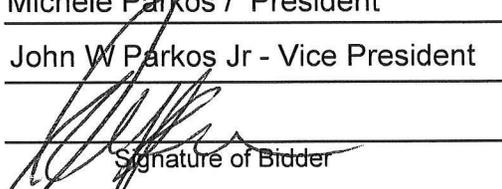
Notification of acceptance or request for additional information may be addressed to undersigned at address set forth below.

The names of all persons interested in foregoing bid as principals follow: (IMPORTANT NOTICE: If bidder or interested person is a corporation, give legal name of corporation, state where incorporated, names of president and secretary; if a partnership, give name of firm and names of all individual co-partners composing firm; if bidder or interested person is an individual, give first and last names in full.)

Parkos Construction Company / Incorporated in the State of Minnesota

Michele Parkos / President

John W Parkos Jr - Vice President

  
Signature of Bidder

**NOTE:** If bidder is corporation, set forth legal name of corporation together with signature of officer or officers authorized to sign contracts on behalf of corporation, if bidder is partnership, set forth name of firm together with signature of partner or partners authorized to sign contracts on behalf of partnership.

Business Address: 1010 S Robert Street  
West St. Paul, Minnesota 55118

Telephone No.: 651-455-0031

Date of Proposal: 10/8/2019

**END OF DOCUMENT**

**VERIFICATION OF COMPLIANCE  
WITH MN STATUTES 16C.285**

**State of Minnesota – Responsible Contractor Requirement (for responses in excess of \$50,000 only)**

Minnesota Statute 16C.285, subdivision 7, **IMPLEMENTATION.** ... any prime contractor or subcontractor or motor carrier that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project... *It is your sole responsibility to provide this information at the due date and time of the bid.*

Minnesota Statute 16C.285, subdivision 3, **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.** “Responsible Contractor” means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

Your response will be rejected unless:

(1) The Contractor:

- (i) is in compliance with workers' compensation and unemployment insurance requirements;
- (ii) is in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees;
- (iii) has a valid federal tax identification number or a valid Social Security number if an individual;
- (iv) has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative;

Your response will be rejected unless:

- (2) The Contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:
  - (i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is “repeated” only if it involves two or more separate and distinct occurrences of underpayment during a three year period;
  - (ii) has been issued an order to comply by the commissioner of labor and industry that has become final;
  - (iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
  - (iv) has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
  - (v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
  - (vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties; \*

- (3) the Contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order; \*
  - (4) the Contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office; \*
  - (5) the Contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification; \*
- \* Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.
- (6) the Contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions that have authority to debar a contractor; and
  - (7) Check if all subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

**Minn. Stat. 16C.285, Subd. 5. SUBCONTRACTOR VERIFICATION**

A Prime Contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.

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

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

**Minn. Stat. 16C.285, Subd. 5a. MOTOR CARRIER VERIFICATION**

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

**Minn. Stat. 16C.285, Subd. 4. VERIFICATION OF COMPLIANCE**

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by and owner of officer verifying compliance with each of the minimum criteria in subdivision 3, with the exception of clause (7), at the time that it responds to the solicitation documents.

A contracting authority may accept a signed statement under oath as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. A prime contractor, subcontractor, or motor carrier that fails to verify compliance with any one of the required minimum criteria or makes a false statement under oath in a verification of compliance shall be ineligible to be awarded a construction contract on the project for which the verification was submitted.

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

**Minn. Stat. 16C.285, Subd. 6. ADDITIONAL CRITERIA**

Nothing in this section shall restrict the discretion of a contracting authority to establish additional factors for defining contractor responsibility. This subdivision is not an independent grant of authority to a contracting authority to establish additional minimum criteria pursuant to subdivision 3.

**CERTIFICATION**

By signing this document, I certify that I am authorized to sign on behalf of the company, and I swear under oath that:

- 1) My company meets each of the minimum criteria to be a responsible contractor as defined in Minn. Stat. 16C.285,
- 2) I have included a list of my first-tier subcontractors with my company's solicitation response,
- 3) If my company is awarded a contract, I will submit a list of additional subcontractors as required.

Name of Company: Parkos Construction Company

Authorized Signature: *[Signature]*

Printed Name: John W Parkos Jr

Title: Vice President

Date: 10/8/2019 Telephone number: 651-455-0031

Before me on this 8th day of October, 20 19, personally appeared \_\_\_\_\_  
John W Parkos Jr known to be, who being duly sworn did depose and say that he is the  
Vice President (office) of the Contractor above mentioned that he executed the above  
 Verification of Compliance and Affidavit on behalf of said Contractor; and that all of the statements contained  
 therein are true, correct and complete.

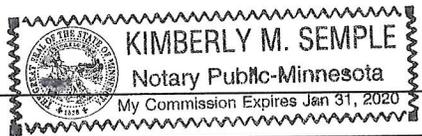
Attest:

Notary Signature: *[Signature]*

Printed Name: Kimberly M Semple

My Commission expires: 1/30, 20 20

Date: 10/8/2019 Telephone number: 651-455-0031



DOCUMENT 00 44 14

PROJECT REFERENCES

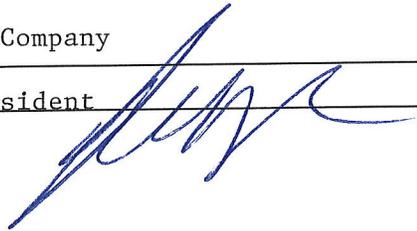
Below is a listing of the 3 most recent projects of a similar nature to this project which we have completed.

1. Contracting Agency City of Farmington  
Description of Work City Hall Office Renovation  
Agency Representative Randy Distd  
Title Owner / Rep Phone 651-280-6851 Date of Contract 7/2018

2. Contracting Agency Minnesota History Center  
Description of Work 2nd, 3rd floor Restrooms Remodels  
Agency Representative Michael Fish  
Title Owner/Rep Phone 651-259-3158 Date of Contract 6/2017

3. Contracting Agency Inver Hills Community College  
Description of Work Fitness Center Remodel  
Agency Representative Paul DeMuth  
Title Owner / Rep Phone 651-423-8370 Date of Contract 6/2017

Name of Bidder Parkos Construction Company  
By John W Parkos Jr - Vice President



LIST OF FIRST TIER SUBCONTRACTORS

Company VIKING Demo Telephone No. 612-790-7346  
Name of Contact JOE Murschel  
Address BROOKLYN PARK  
Type of Construction DEMO

Company Commercial Fixtures Telephone No. 651-628-9199  
Name of Contact GREG PIERSON  
Address ST PAUL  
Type of Construction MILLWORK

Company CAPITAL CITY GLASS Telephone No. 763-231-0339  
Name of Contact CHRIS SCHLAER  
Address BLAINE  
Type of Construction GLAZING

Company VINCO INC Telephone No. ~~208~~ 651-982-4642  
Name of Contact DAN MOELLER  
Address FOREST LAKE  
Type of Construction ELECTRICAL

Company P&D MECH Telephone No. 763-533-2218  
Name of Contact BILL DAUGHERTY  
Address ROBBINSDALE  
Type of Construction PLUMBING

Company DECORATORS SERVICE Telephone No. 763-383-2955  
Name of Contact CARY UTTBERG  
Address PLYMOUTH  
Type of Construction PAINTING

LIST OF FIRST TIER SUBCONTRACTORS

Company MCI Telephone No. 612-801-5494  
Name of Contact Tom BALL  
Address Waite Park  
Type of Construction ~~Tiling~~ Carpet

Company Superior Tile Telephone No. 651-429-7903  
Name of Contact Joe Dohmen  
Address Forest LAKE  
Type of Construction Tiling

Company \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Name of Contact \_\_\_\_\_  
Address \_\_\_\_\_  
Type of Construction \_\_\_\_\_

Company \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Name of Contact \_\_\_\_\_  
Address \_\_\_\_\_  
Type of Construction \_\_\_\_\_

Company \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Name of Contact \_\_\_\_\_  
Address \_\_\_\_\_  
Type of Construction \_\_\_\_\_

Company \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Name of Contact \_\_\_\_\_  
Address \_\_\_\_\_  
Type of Construction \_\_\_\_\_

**LIST OF FIRST TIER SUBCONTRACTORS**

Company \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Name of Contact \_\_\_\_\_  
Address \_\_\_\_\_  
Type of Construction \_\_\_\_\_

Company \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Name of Contact \_\_\_\_\_  
Address \_\_\_\_\_  
Type of Construction \_\_\_\_\_

Company \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Name of Contact \_\_\_\_\_  
Address \_\_\_\_\_  
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Name of Contact \_\_\_\_\_  
Address \_\_\_\_\_  
Type of Construction \_\_\_\_\_

Company \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Name of Contact \_\_\_\_\_  
Address \_\_\_\_\_  
Type of Construction \_\_\_\_\_



# AIA<sup>®</sup> Document A310<sup>™</sup> – 1970

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we  
*(Here insert full name and address or legal title of Contractor)*

**Parkos Construction Company**  
**1010 South Robert Street**  
**West St. Paul, MN 55118**

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

**United Fire & Casualty Company**  
**118 Second Ave SE**  
**Cedar Rapids, IA 52407**

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

**White Bear Township**  
**1281 Hammond Road**  
**White Bear Township, MN 55110**

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)*

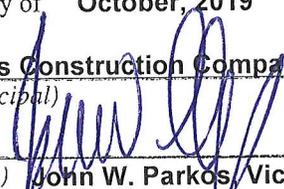
**White Bear Township- White Bear Township Administrative Building Improvements**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **8th** day of **October, 2019**

  
\_\_\_\_\_  
*(Witness)*

**Parkos Construction Company**  
*(Principal)* \_\_\_\_\_ *(Seal)*

  
\_\_\_\_\_  
*(Title)* **John W. Parkos, Vice President**

**United Fire & Casualty Company**  
*(Surety)* \_\_\_\_\_

  
\_\_\_\_\_  
*(Witness)*

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

**INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

SS

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**

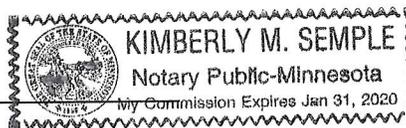
STATE OF Minnesota  
COUNTY OF Ramsey

SS

On the **8th** day of **October, 2019**, before me personally appeared **John W. Parkos** to me known, who being by me duly sworn, did say that he/she is the **Vice President of Parkos Construction Company**, 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)

*Kim M. Semple*



**ACKNOWLEDGMENT OF CORPORATE SURETY**

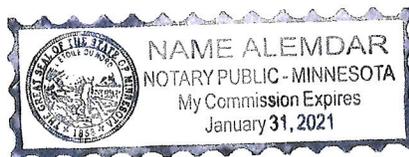
STATE OF MINNESOTA  
COUNTY OF **Hennepin**

SS

On the **8th** day of **October, 2019**, before me personally appeared **Melissa M. Nordin** to me known, who being duly sworn, did say that he/she is the aforesaid officer or attorney-in-fact of the **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.

(Notary Seal)

*Alendar*





UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA  
 CERTIFIED COPY OF POWER OF ATTORNEY  
 (original on file at Home Office of Company - See Certification)

Inquiries: Surety Department  
 118 Second Ave SE  
 Cedar Rapids, IA 52401

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

TERRY STARKS, ALAN STARKS, ROBERT E. CLEMANTS, MELISSA M. NORDIN, NAME ALEMDAR, JEFFREY SETTEM, 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 \$100,000,000.00 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 is continuous and shall remain in full force and effect until 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 of 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 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 17th day of November, 2017

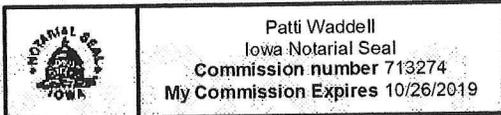


UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*  
 Vice President

State of Iowa, County of Linn, ss:

On 17th day of November, 2017, 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: 10/26/2019

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 8th day of OCTOBER, 2019.



By: *Mary A. Bertsch*  
 Assistant Secretary,  
 UF&C & UF&I & FPIC

The Bid is to be submitted on photocopies of this Bid Form and the attachments provided.

DOCUMENT 00 41 00

BID FORM

White Bear Township  
1281 Hammond Road  
White Bear Township, MN 55110

Name of Bidder: Versacon, Inc.  
Telephone No.: 763-391-5610  
Date of Proposal: 10/8/2019

1. Pursuant to and in compliance with Bidding Requirements and proposed Contract Documents, as defined in the Instructions to Bidders, the undersigned, having become thoroughly familiar with terms and conditions of proposed Contract Documents and with local conditions affecting performance and cost where the work is to be completed, and having fully inspected the site, hereby proposes and agrees to perform fully the work within the time stated and in strict accordance with proposed Contract Documents, including furnishing of labor and materials, and to do work as described in Contract Documents.

BASE BID: Provide labor, materials, services, equipment necessary for completion of work as described in the Bidding Documents, as stated above.

two hundred and fifteen thousand Dollars (\$ 215,000.00)

ALTERNATE NO. 1: Replace six (6) suspended pendant light fixtures (fixture Type A).

ADDITIONAL COST: thirteen thousand eight hundred Dollars (\$ 13,800.00)

UNIT PRICE NO. 1: Patching of gypsum board wall and ceiling finish (cost to include labor and materials)

UNIT COST (per square foot of wall/ceiling surface):

twenty two dollars Dollars (\$ 22.00)

2. BID SECURITY:  
Accompanying this form is bid security as specified in Advertisement for Bids in amount of five percent (5%) of Base Bid, or:

5% of bid Dollars (\$ \_\_\_\_\_)

3. TIME OF COMPLETION:  
If awarded this Contract, the undersigned agrees to commence work within seven days of receipt of Notice to Proceed.

The undersigned Bidder hereby agrees to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect. Bidder also agrees to complete the Work described in the Bidding Documents, including all addenda, to achieving Substantial Completion and Final Completion of the Work, as described in the Contract Documents, within the schedule as listed in the Instructions to Bidders.

This Contact Time shall include consideration of normal adverse conditions due to weather which can be reasonably anticipated for the Project location. Award of this contract will be based on Owner's evaluation of both price and time. See Instructions to Bidders for Owner's desired completion time.

4. RECEIPT OF ADDENDA:  
The undersigned acknowledges receipt of the following addenda: 1.
5. PROOF OF COMPETENCY:  
Undersigned agrees to furnish evidence satisfactory to Owner of sufficient means and expertise to assure completion of Contract in a satisfactory manner, and to furnish such evidence within five (5) days of receipt of written request.
6. The following documents are attached to and made a condition of this Bid:
  - A. Verification of Compliance with Minnesota Statute 16C.285.
  - B. List of First Tier Subcontractors.
  - C. Project References (section 00 44 14)
  - D. Bid Security (section 00 43 13)

Undersigned acknowledges that Owner reserves right to reject any part or all of this bid and waive any informalities therein, but that this bid shall remain open and shall not be withdrawn for a period of sixty (60) days from date prescribed for this opening. If written notice of acceptance of any part or all of this bid is provided to undersigned within this time period, or at any other time thereafter before it is withdrawn, undersigned will execute and deliver Contract Documents to Owner in accordance with this bid as accepted, and will also furnish and deliver to Owner any bonds as may be required, and all proof of insurance coverage, within time specified under Bid Security in the Instructions to Bidders.

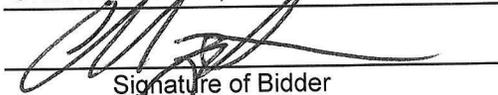
Notification of acceptance or request for additional information may be addressed to undersigned at address set forth below.

The names of all persons interested in foregoing bid as principals follow: (IMPORTANT NOTICE: If bidder or interested person is a corporation, give legal name of corporation, state where incorporated, names of president and secretary; if a partnership, give name of firm and names of all individual co-partners composing firm; if bidder or interested person is an individual, give first and last names in full.)

Versacon, Inc.

Minnesota

Charles Zierhut, Vice President

  
Signature of Bidder

**NOTE:** If bidder is corporation, set forth legal name of corporation together with signature of officer or officers authorized to sign contracts on behalf of corporation, if bidder is partnership, set forth name of firm together with signature of partner or partners authorized to sign contracts on behalf of partnership.

Business Address: 9443 Science Center Drive

Minneapolis, MN 55428

Telephone No.: 763-391-5610

Date of Proposal: 10/8/2019

**END OF DOCUMENT**

DOCUMENT 00 44 14

PROJECT REFERENCES

Below is a listing of the 3 most recent projects of a similar nature to this project which we have completed.

1. Contracting Agency Infinity Scaffold  
Description of Work Remodel office space  
Agency Representative Bridget Carter  
Title COR Phone 651-646-4525 Date of Contract 2017
  
2. Contracting Agency Hennepin County  
Description of Work Buildout 3rd Courtroom  
Agency Representative Julie Abramson  
Title COR Phone 612-348-7585 Date of Contract 2018
  
3. Contracting Agency GSA  
Description of Work floor replacement for 8th and 14th floor  
Agency Representative Daniel Nitu  
Title COR Phone 313-317-9617 Date of Contract 2019

Name of Bidder Versacon, Inc.  
By Charles Zierhut

LIST OF FIRST TIER SUBCONTRACTORS

Company Demo Unlimited Telephone No. 651-777-5454  
Name of Contact Erik Peterson  
Address 1636 Gervais Avenue, Maplewood  
Type of Construction Demolition

Company Benson Claughty Telephone No. 651-313-5766  
Name of Contact Bill Claughty  
Address 2475 Maplewood Drive, Maplewood  
Type of Construction Carpentry

Company Superior Tile & Terra-zzo Telephone No. 651-429-7903  
Name of Contact Joe Osbauer  
Address 1025 - 18th Avenue SE, Forest Lake  
Type of Construction Tile

Company Absolute Commercial Flooring Telephone No. 763-746-8900  
Name of Contact Gordon  
Address 9850 51st Avenue, Minneapolis  
Type of Construction Carpet

Company All Furniture Telephone No. 612-238-3206  
Name of Contact Steve Yeazle  
Address 63 St. Anthony Parkway, Minneapolis  
Type of Construction Furniture Movers

Company Manor Electric Telephone No. 763-479-4170  
Name of Contact George Clark  
Address 5350 Pioneer Creek Drive, Maple Plain  
Type of Construction Electrical

**VERIFICATION OF COMPLIANCE  
WITH MN STATUTES 16C.285**

**State of Minnesota – Responsible Contractor Requirement (for responses in excess of \$50,000 only)**

Minnesota Statute 16C.285, subdivision 7, **IMPLEMENTATION.** ... any prime contractor or subcontractor or motor carrier that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project... *It is your sole responsibility to provide this information at the due date and time of the bid.*

Minnesota Statute 16C.285, subdivision 3, **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.** "Responsible Contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

Your response will be rejected unless:

(1) The Contractor:

- (i) is in compliance with workers' compensation and unemployment insurance requirements;
- (ii) is in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees;
- (iii) has a valid federal tax identification number or a valid Social Security number if an individual;
- (iv) has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative;

Your response will be rejected unless:

- (2) The Contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:
  - (i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is "repeated" only if it involves two or more separate and distinct occurrences of underpayment during a three year period;
  - (ii) has been issued an order to comply by the commissioner of labor and industry that has become final;
  - (iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
  - (iv) has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
  - (v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
  - (vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties; \*

- (3) the Contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order; \*
  - (4) the Contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office; \*
  - (5) the Contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification; \*
- \* Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.
- (6) the Contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions that have authority to debar a contractor; and
  - (7) Check if all subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

**Minn. Stat. 16C.285, Subd. 5. SUBCONTRACTOR VERIFICATION**

A Prime Contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.

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

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

**Minn. Stat. 16C.285, Subd. 5a. MOTOR CARRIER VERIFICATION**

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

**Minn. Stat. 16C.285, Subd. 4. VERIFICATION OF COMPLIANCE**

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by and owner of officer verifying compliance with each of the minimum criteria in subdivision 3, with the exception of clause (7), at the time that it responds to the solicitation documents.

A contracting authority may accept a signed statement under oath as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. A prime contractor, subcontractor, or motor carrier that fails to verify compliance with any one of the required minimum criteria or makes a false statement under oath in a verification of compliance shall be ineligible to be awarded a construction contract on the project for which the verification was submitted.

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

**Minn. Stat. 16C.285, Subd. 6. ADDITIONAL CRITERIA**

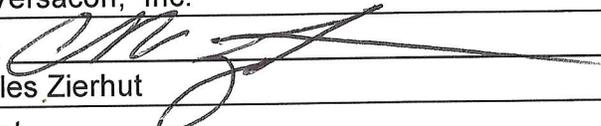
Nothing in this section shall restrict the discretion of a contracting authority to establish additional factors for defining contractor responsibility. This subdivision is not an independent grant of authority to a contracting authority to establish additional minimum criteria pursuant to subdivision 3.

**CERTIFICATION**

By signing this document, I certify that I am authorized to sign on behalf of the company, and I swear under oath that:

- 1) My company meets each of the minimum criteria to be a responsible contractor as defined in Minn. Stat. 16C.285,
- 2) I have included a list of my first-tier subcontractors with my company's solicitation response,
- 3) If my company is awarded a contract, I will submit a list of additional subcontractors as required.

Name of Company: Versacon, Inc.

Authorized Signature: 

Printed Name: Charles Zierhut

Title: Vice President

Date: 10/8/2019 Telephone number: 763-391-5610

Before me on this 8th day of October, 2019, personally appeared \_\_\_\_\_

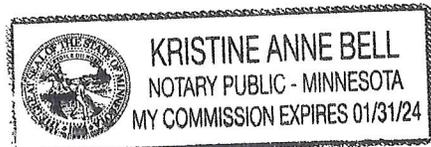
Charles Zierhut known to be, who being duly sworn did depose and say that he is the Vice President (office) of the Contractor above mentioned that he executed the above Verification of Compliance and Affidavit on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

Attest: Notary Signature: 

Printed Name: Kristine Bell

My Commission expires: 01/31, 2023

Date: 10/8/2019 Telephone number: 763-310-2911





# AIA<sup>®</sup> Document A310<sup>™</sup> – 1970

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we  
*(Here insert full name and address or legal title of Contractor)*

**Versacon, Inc.**  
**9443 Science Center Drive**  
**Minneapolis, MN 55428**

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

**Hartford Accident and Indemnity Company**  
**One Hartford Plaza, T-4**  
**Hartford, CT 06155**

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

**White Bear Township**  
**1281 Hammond Road**  
**White Bear Township, MN 55110**

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)*

**White Bear Township Administrative Building Improvements**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **8th** day of **October, 2019**

  
\_\_\_\_\_  
*(Witness)*

  
\_\_\_\_\_  
*(Witness)*

**Versacon, Inc.**  
*(Principal)* \_\_\_\_\_ *(Seal)*

  
\_\_\_\_\_  
*(Title)*

**Hartford Accident and Indemnity Company**  
*(Surety)*

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

INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF \_\_\_\_\_

SS

COUNTY OF \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared

\_\_\_\_\_ to me known to be the person(s) described in and who executed the foregoing instrument, as Principal(s), and acknowledged to me that \_\_\_he\_\_\_ executed the same as his/her/their free act and deed.

(Notary Seal)

CORPORATE ACKNOWLEDGMENT

STATE OF Minnesota

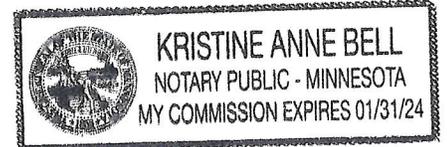
SS

COUNTY OF Hennepin

On the **8th** day of **October, 2019**, before me personally appeared Charles Zierhut to me known, who being by me duly sworn, did say that he/she is the vice president of **Versacon, 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)

Kristine Anne Bell



ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA

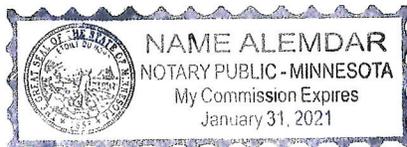
SS

COUNTY OF **Hennepin**

On the **8th** day of **October, 2019**, before me personally appeared **Melissa M. Nordin** to me known, who being duly sworn, did say that he/she is the aforesaid officer or attorney-in-fact of the **Hartford Accident and Indemnity 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)

Alemdar



# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD  
BOND, T-12  
One Hartford Plaza  
Hartford, Connecticut 06155  
[Bond.Claims@thehartford.com](mailto:Bond.Claims@thehartford.com)

call: 888-266-3488 or fax: 860-757-5835

Agency Name: AMERICAN AGENCY INC

Agency Code: 41-711314

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**

Name Alemdar, Melissa M. Nordin, Jeffrey Settem, Terry Starks, Alan Starks of ST LOUIS PARK, Minnesota

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , 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.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*John Gray*

John Gray, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } ss. Hartford

On this 11th day of January, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Nora M. Stranko*

Nora M. Stranko  
Notary Public

My Commission Expires March 31, 2018

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of **THE 8TH DAY OF OCTOBER, 2019.** Signed and sealed at the City of Hartford.



*Kevin Heckman*

Kevin Heckman, Assistant Vice President

The Bid is to be submitted on photocopies of this Bid Form and the attachments provided.

DOCUMENT 00 41 00

BID FORM

White Bear Township  
1281 Hammond Road  
White Bear Township, MN 55110

Name of Bidder: J Lewis Building + Remodeling  
Telephone No.: 612-282-0363  
Date of Proposal: 10/8/19

1. Pursuant to and in compliance with Bidding Requirements and proposed Contract Documents, as defined in the Instructions to Bidders, the undersigned, having become thoroughly familiar with terms and conditions of proposed Contract Documents and with local conditions affecting performance and cost where the work is to be completed, and having fully inspected the site, hereby proposes and agrees to perform fully the work within the time stated and in strict accordance with proposed Contract Documents, including furnishing of labor and materials, and to do work as described in Contract Documents.

BASE BID: Provide labor, materials, services, equipment necessary for completion of work as described in the Bidding Documents, as stated above.

Two Hundred Seventy Five Thousand Dollars (\$ 275,000)

ALTERNATE NO. 1: Replace six (6) suspended pendant light fixtures (fixture Type A).

ADDITIONAL COST: Twenty two Thousand Dollars (\$ 22,000)

UNIT PRICE NO. 1: Patching of gypsum board wall and ceiling finish (cost to include labor and materials)

UNIT COST (per square foot of wall/ceiling surface):

Two Dollars AND 50/100 Dollars (\$ 2<sup>50</sup>)

2. BID SECURITY:  
Accompanying this form is bid security as specified in Advertisement for Bids in amount of five percent (5%) of Base Bid, or:

Thirteen Thousand Seven Fifty Dollars (\$ 13,750)

3. TIME OF COMPLETION:  
If awarded this Contract, the undersigned agrees to commence work within seven days of receipt of Notice to Proceed.

The undersigned Bidder hereby agrees to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect. Bidder also agrees to complete the Work described in the Bidding Documents, including all addenda, to achieving Substantial Completion and Final Completion of the Work, as described in the Contract Documents, within the schedule as listed in the Instructions to Bidders.



PROJECT REFERENCES

Below is a listing of the 3 most recent projects of a similar nature to this project which we have completed.

1. Contracting Agency DAKOTA COUNTY CDA  
Description of Work CASEWORK AND SOLID SURFACE TOP REMOVAL AND REPLACEMENT  
Agency Representative Troy Blakestad (on going contract. WE DO 4-8 UNITS monthly)  
Title Capitol Projects Admin Phone 651-675-4475 Date of Contract 6/17 - 6/20
  
2. Contracting Agency WASHINGTON COUNTY CDA  
Description of Work REPLACE KITCHENS AND BATHROOMS IN 2 OCCUPIED UNITS  
Agency Representative BELL Lightner  
Title Project Manager Phone 651-202-2824 Date of Contract OCTOBER 2018
  
3. Contracting Agency CENTRAL MINNESOTA HOUSING  
Description of Work SEALING, CONCRETE, AND MISC INTERIOR WORK ON AN  
Agency Representative ED ZIMNY Insurance Agency  
Title Project Manager Phone 320-258-0673 Date of Contract JULY 2019

Name of Bidder J Lewis Building & Remodeling  
By James Lewis

VERIFICATION OF COMPLIANCE  
WITH MN STATUTES 16C.285

**State of Minnesota – Responsible Contractor Requirement (for responses in excess of \$50,000 only)**

Minnesota Statute 16C.285, subdivision 7, **IMPLEMENTATION.** ... any prime contractor or subcontractor or motor carrier that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project... *It is your sole responsibility to provide this information at the due date and time of the bid.*

Minnesota Statute 16C.285, subdivision 3, **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.** "Responsible Contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

Your response will be rejected unless:

(1) The Contractor:

- (i) is in compliance with workers' compensation and unemployment insurance requirements;
- (ii) is in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees;
- (iii) has a valid federal tax identification number or a valid Social Security number if an individual;
- (iv) has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative;

Your response will be rejected unless:

(2) The Contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:

- (i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is "repeated" only if it involves two or more separate and distinct occurrences of underpayment during a three year period;
- (ii) has been issued an order to comply by the commissioner of labor and industry that has become final;
- (iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
- (iv) has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
- (v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
- (vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties; \*

- (3) the Contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order; \*
  - (4) the Contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office; \*
  - (5) the Contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification; \*
- \* Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.
- (6) the Contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions that have authority to debar a contractor; and
  - (7) Check if all subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

**Minn. Stat. 16C.285, Subd. 5. SUBCONTRACTOR VERIFICATION**

A Prime Contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.

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

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

**Minn. Stat. 16C.285, Subd. 5a. MOTOR CARRIER VERIFICATION**

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

**Minn. Stat. 16C.285, Subd. 4. VERIFICATION OF COMPLIANCE**

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by and owner of officer verifying compliance with each of the minimum criteria in subdivision 3, with the exception of clause (7), at the time that it responds to the solicitation documents.

A contracting authority may accept a signed statement under oath as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. A prime contractor, subcontractor, or motor carrier that fails to verify compliance with any one of the required minimum criteria or makes a false statement under oath in a verification of compliance shall be ineligible to be awarded a construction contract on the project for which the verification was submitted.

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

**Minn. Stat. 16C.285, Subd. 6. ADDITIONAL CRITERIA**

Nothing in this section shall restrict the discretion of a contracting authority to establish additional factors for defining contractor responsibility. This subdivision is not an independent grant of authority to a contracting authority to establish additional minimum criteria pursuant to subdivision 3.

**CERTIFICATION**

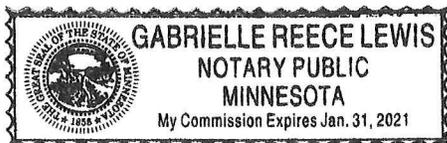
By signing this document, I certify that I am authorized to sign on behalf of the company, and I swear under oath that:

- 1) My company meets each of the minimum criteria to be a responsible contractor as defined in Minn. Stat. 16C.285,
- 2) I have included a list of my first-tier subcontractors with my company's solicitation response,
- 3) If my company is awarded a contract, I will submit a list of additional subcontractors as required.

Name of Company: J Lewis Building + Remodeling  
 Authorized Signature: Jamie Lewis  
 Printed Name: Jamie Lewis  
 Title: Owner  
 Date: 10/7/19 Telephone number: 612-282-0303

Before me on this 7<sup>th</sup> day of October, 2019, personally appeared Jamie Lewis known to be, who being duly sworn did depose and say that he is the Owner (office) of the Contractor above mentioned that he executed the above Verification of Compliance and Affidavit on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

Attest:  
 Notary Signature: Gabrielle Lewis  
 Printed Name: Gabrielle Lewis  
 My Commission expires: Jan 31, 2021  
 Date: 10/7/19 Telephone number: 763-688-4081



LIST OF FIRST TIER SUBCONTRACTORS

Company INTERIOR COMPONENTS GROUP Telephone No. 320-230-9525 EXT 117  
Name of Contact SHAUN COX  
Address 1045 33RD ST, ST CLOUD, MN 56301  
Type of Construction 06 40 23 INTERIOR ARCHITECTURAL WOODWORK

Company HAMERNECK DECORATING CENTER Telephone No. 651 487 3211  
Name of Contact JEN HAGEMAN  
Address 1381 REEF ST, ST PAUL, MN 55117  
Type of Construction 093000 TILE, AND 096800 CARPETING

Company SNYDER ELECTRIC CO Telephone No. 952-920-6644  
Name of Contact PAT SNYDER  
Address 6112 EXCELSIOR BLVD, ST LOUIS PARK, MN 55416  
Type of Construction DIVISION 26, 27 ELECTRICAL, AND ALTERNATE 1

Company SUMMIT GLASS AND MIRROR Telephone No. 651-248-3257  
Name of Contact ANDY  
Address 17167 EASTWOOD AVE FARMINGTON, MN 55024  
Type of Construction 08 80 00 GLAZING

Company \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Name of Contact \_\_\_\_\_  
Address \_\_\_\_\_  
Type of Construction \_\_\_\_\_

Company \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Name of Contact \_\_\_\_\_  
Address \_\_\_\_\_  
Type of Construction \_\_\_\_\_

DATE AND ATTACH TO ORIGINAL BOND  
**AUTO-OWNERS INSURANCE COMPANY**

LANSING, MICHIGAN  
POWER OF ATTORNEY

NO. BD152013

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the 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. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint Paul D. Oppenlander

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 1st day of August, 2016.

*Denise Williams*

Denise Williams Senior Vice President

STATE OF MICHIGAN } ss.  
COUNTY OF EATON }

On this 1st day of August, 2016, before me personally came Denise Williams, to me known, who being duly sworn, did depose and say that they are Denise Williams, Senior Vice President of AUTO-OWNERS INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.



My commission expires March 10, 2022.

*Susan E. Theisen*  
Susan E. Theisen

Notary Public

STATE OF MICHIGAN } ss.  
COUNTY OF EATON }

I, the undersigned First Vice President, Secretary and General Counsel of AUTO-OWNERS INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth is now in force.

Signed and sealed at Lansing, Michigan. Dated this 4th day of October, 2019.



*William F. Woodbury*  
William F. Woodbury, First Vice President, Secretary and General Counsel

**BID BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

That we, J LEWIS BUILDING AND REMODELING LLC 20071 NOWTHEN BLVD NW NOWTHEN, MN 55330-8028 as Principal, hereinafter called the Principal, and Auto-Owners Insurance Company as Surety, hereinafter called the Surety, are held and firmly bound unto WHITE BEAR TOWNSHIP 1281 HAMMOND RD, WHITE BEAR TOWNSHIP MN 55110-5866 as Oblige, hereinafter called the Oblige, in the penal sum of Five percent of bid dollars (5% of attached bid) for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH,** that WHEREAS, the Principal has submitted or is about to submit a proposal to the Oblige on a contract for REMODEL INTERIOR OF TOWNSHIP HALL LIGHTS, FLOOR, SHEETROCK, WINDOWS, PAINT

**NOW, THEREFORE,** if the said contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the contract in writing, and give bond, if bond is required, with surety acceptable to the Oblige for the faithful performance of the said contract, then this obligation shall be void; otherwise to remain in full force and effect.

**SIGNED AND SEALED** this 4TH day of OCTOBER, 2019.

[Signature]  
\_\_\_\_\_  
Witness

J LEWIS BUILDING AND REMODELING LLC  
Principal  
By [Signature]  
\_\_\_\_\_



Auto-Owners Insurance Company  
\_\_\_\_\_  
Surety

[Signature]  
\_\_\_\_\_  
Susan E. Theisen  
Witness

By [Signature]  
\_\_\_\_\_  
Paul D. Oppenlander  
Attorney-in-Fact



Bond Number BD152013

**ACKNOWLEDGEMENT BY SURETY**

STATE OF MICHIGAN

County of Eaton

On this 4TH day of OCTOBER, 2019, before me personally appeared Paul D. Oppenlander, known to me to be the Attorney-in-Fact of Auto-Owners Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Susan E. Theisen  
Notary Public in the State of Michigan  
County of Kent

**SUSAN E. THEISEN**  
**NOTARY PUBLIC-STATE OF MICHIGAN**  
**COUNTY OF KENT**  
My Commission Expires March 10, 2022  
Acting in the County of Eaton



**Town Board Meeting  
October 11, 2019**

**Agenda Number: 5 – New Business - None**

**Subject:**

**Documentation:**

**Action / Motion for Consideration:**



**Town Board Meeting  
October 11, 2019**

**Agenda Number:** 6 – 7- 8 - 9

**Subject:** Added Agenda Items  
Open Time

Receipt of Agenda Materials & Supplements  
Adjournment

**Action / Motion for Consideration:**

Added Agenda Items  
Open Time

Receive All Agenda Materials & Supplements for Today's Meeting  
Adjourn Meeting