


Memorandum

To: Ms. Rosie Loeffler-Kemp / School Board Chair
Ms. Cathy Erickson / CFO Executive Director of Business Services

From: Dave Spooner 
Manager of Facilities

Date: September 9, 2019

Re: City of Duluth Bid #19-6601 – ISD 709 Access Control Improvements District Wide
– Federal Cops Grant

The above bid was advertised in accordance with City of Duluth Policy, Duluth Public Schools Policy, and MN State Statute. The City of Duluth Purchasing Department received on bid for this work, and after review with DOJ guidelines it was deemed to be compliant and sufficient. The City of Duluth is the recipient of this grant, and Duluth Public Schools is the sub recipient. The grant has a value of \$625,000.00, of which the District is responsible for the first \$156,250.00. The scope of work defined in this bid is to furnish and install security improvements at 12 school sites, which consists of access control enhancements, iPhone upgrades, and CCTV improvements.

The attached bid response reflects the proposed work scope, and the total amount of work provided in this bid is approximately \$95,000.00 UNDER allocated budget.

Attached are four copies of an agreement with HUNT ELECTRIC CORPORATION, to provide identified improvements for the lump sum amount of **\$248,143.00**, plus add alternates consisting of #1 in the amount of \$1272.00 per unit, #2 in the amount of \$1602.00 per unit, and #3 in the amount of \$2042.00 lump sum.

Recommendation:

I am recommending that Ms. Rosie Loeffler-Kemp, School Board Chair, enter in agreement, on behalf of the School Board, with HUNT ELECTRIC CORPORATION, as authorized by the regular School Board Meeting on September 17, 2019.

The contract sum for the work defined in the agreement is **\$248,143.00**.

Attachments

AGREEMENT

THIS AGREEMENT, made and entered into on the 17th day of September, 2019 by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and HUNT ELECTRIC CORPORATION, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for ISD 709 at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 17th, 2019, and shall remain in effect until project is complete, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance. Complete all work as defined in City of Duluth Bid #19-6601, ISD 709 Access Control Improvements District Wide, for a lump sum of \$248,143.00. To include add alternates defined as add alternate #1 unit price - \$1272.00, add alternate #2 unit price - \$1602.00, add alternate #3 unit price - \$2042.00**
3. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Printed Memoranda of Agreement and Title Sheet;
 2. Contractor's response;
 3. Contractors Insurance Policy;
 4. Supplementary Conditions and Insurance Requirements; and
 5. Any other documents identified by ISD 709.
4. **Background Check.** *N/A*
5. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, ISD 709 hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a **lump sum base bid of \$248,143.00**. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.
6. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by ISD 709 within 30 days of submission of a proper invoice and all reports (if defined in scope of work);
 - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

7. **Propriety of Expenses.** The fact that ISD 709 has reimbursed Contractor for any expense claimed by Contractor shall not preclude ISD 709 from questioning the propriety of any such item. ISD 709 reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies ISD 709 may have to recover funds expended by Contractor for disallowed costs, or to seek other damages.

8. **Ownership of Materials.** ISD 709 reserves the rights to reproduce the documents that are the subject of the Contract, in any form, in any fashion, or appropriate the contents of the documents, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

9. **Independent Contractor.** Both ISD 709 and Contractor agree that the Contractor will act as an independent contractor in the performance of its duties under this Agreement and is not an employee of ISD 709. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

10. **Indemnity and defense of ISD 709.** Contractor shall indemnify, hold harmless and defend ISD709, its employees, agents, successors and assigns, and their respective shareholders, directors, officers, employees and agents against and in respect to any and all claims, suits, actions, proceedings, investigations, judgments, deficiencies, damages, settlements, liabilities, general losses, costs and reasonable attorneys' fees, court costs and litigation expenses (collectively "Liabilities") which may arise out of, relate to or result from any act or omission of the Contractor.

In the event that Contractor breaches its obligation to defend, indemnify and hold ISD 709 harmless, then in addition to its other damages ISD 709 shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

11. **Notices.** All notices to be given by Contractor to ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of David Spooner, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: HUNT ELECTRIC CORPORATION, 4330 West 1st Street, Suite B, Duluth MN 55807.

12. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of ISD 709.

13. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

14. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota without regard to conflict of laws considerations.

15. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of ISD 709. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

The Contractor recognizes that, to the extent that competitive quote requirements apply to this Contract that those requirements apply to the award and performance of this Contract.

The Regulations of ISD 709 are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

16. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

17. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon 30 days written notice to the other party as provided for in this Agreement.

18. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to “data on individuals”; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

19. **Insurance.** Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

20. **Workers’ Compensation Insurance:** Contractor must provide Worker’s Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers’ Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer’s Liability.

21. **Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the

contractor or subcontractor or by anyone directly or indirectly employed under the contract. ISD 709 shall be named an additional insured under said policy and proof of this insurance shall be provided to ISD 709. This insurance shall be in at least the amount of \$1,500,000.

22. **Bonding.** Contractor shall provide such Payment and Performance Bonds as may be required, if any.

23. **Representatives of ISD 709.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

<u>ISD 709 Employee</u>	<u>Position</u>
Cathy Erickson	CFO/Executive Director of Business Services

The Consultant shall report to the following persons regarding its work pursuant to this Agreement, or the designees:

<u>ISD 709 Employee</u>	<u>Position</u>
David Spooner	Manager of Facilities

24. **Protection of ISD 709.** To the extent that work by the Contractor or others on behalf of ISD 709 is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise ISD 709 if such work:

- a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
- b. should be rejected or modified;
- c. should be performed in a different manner and whether other work should be performed;
- d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

25. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709 courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

26. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Contractor Signature SSN/Tax ID Number Date

Program Director Date

Please note: All signatures *must* be obtained AND the following *must* be completed by Program Director before submission to the CFO for review and approval.

This contract is funded by the following budget (include full 16-digit code):

- - - - - -
XX - XXX - XXX - XXX - XXX - XXXXXX

CFO/Superintendent of Schools/Board Chair Date

**BID FORM
 BID # 19-6601
 ISD 709 ACCESS CONTROL IMPROVEMENTS DISTRICT WIDE**

The resultant contract will be a lump sum not-to-exceed.

Please enter your price to provide all labor, materials, articles, equipment, incidentals, items, tools, services, supplies, methods, operations, skills in such quantities as may be necessary to complete all work required to provide a turnkey solution for each location below.

SITE #	LOCATION	LUMP SUM FOR ACCESS CONTROL	LUMP SUM FOR AIPHONE	LUMP SUM FOR OFFICE CCTV	TOTAL LUMP SUM FOR LOCATION
1	Congdon Park Elementary School	7,429.00	8,002.00	3,617.00	19,048.00
2	East High School	7,321.00	7,944.00	3,509.00	18,774.00
3	Homecroft Elementary School	17,414.00	7,945.00	3,846.00	29,205.00
4	Lakewood Elementary School	17,636.00	7,945.00	3,660.00	29,241.00
5	Laura MacArthur Elementary School	7,622.00	8,425.00	3,491.00	19,538.00
6	Lester Park Elementary School	6,608.00	7,945.00	3,599.00	18,152.00
7	Lincoln Park Middle School	7,147.00	7,945.00	3,599.00	18,691.00
8	Lowell Elementary School	6,644.00	7,945.00	3,599.00	18,188.00
9	Myers Wilkins Elementary School	6,608.00	7,806.00	3,599.00	18,013.00
10	Ordean East Middle School	7,149.00	7,805.00	3,936.00	18,890.00
11	Piedmont Elementary School	6,945.00	7,806.00	3,599.00	18,350.00
12	Stowe Elementary School	10,985.00	7,806.00	3,262.00	22,053.00
	TOTAL T & M NOT TO EXCEED PER COLUMN=	109,508.00	95,319.00	43,316.00	248,143.00

TOTAL NOT TO EXCEED FOR ALL LOCATIONS IN WRITING

BID # 19-6601
ISD 709 ACCESS CONTROL IMPROVEMENTS DISTRICT WIDE

ADDITIONAL PRICING

- 1. One (1) each Panasonic WVS2131L 1080 P Indoor Dome camera W/IR LED – price to include 300' run of Cat 6a cable max and any and all associated mounting components fully installed and operational. \$ 1,272.00
- 2. One (1) each Panasonic WVS2531LN 1080 P outdoor Vandal Dome camera W/IR LED – price to include 300' run of Cat 6a cable max and any and all associated mounting components fully installed and operational. \$ 1,602.00
- 3. One (1) lump sum to furnish and fully install district-wide C-Cure 9000 AiPhone integration license, to include all programming and miscellaneous labor. \$ 2,042.00

ACKNOWLEDGMENT OF ADDENDA

ADDENDUM # 1	- 8/13/2019	INITIAL/DATE	<u>PS</u>	9/5/2019
ADDENDUM # 2	- 8/14/2019	INITIAL/DATE	<u>PS</u>	9/5/2019
ADDENDUM # 3	- 8/23/2019	INITIAL/DATE	<u>PS</u>	9/5/2019
ADDENDUM #		INITIAL/DATE		

Signature Paul Scinocca Date 9/5/2019

Name/Title Paul Scinocca / Project Manager

Company Name Hunt Electric Corporation

Address 4330 West 1st Street, Suite B

City, State, Zip Duluth, MN 55807

Tel. 218-624-6517 E-Mail pscinocca@huntelec.com

If your organization is certified as a Disadvantaged Business Enterprise, please check here:

**ATTACHMENT A
PRIME CONTRACTOR RESPONSE**

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

PROJECT NUMBER: 19-6601

This form includes changes by statutory references from the Laws of Minnesota 2015, chapter 64, sections 1-9. This form must be submitted with the response to this solicitation. A response received without this form, will be rejected.

<p>Minn. Stat. § 16C.285, Subd. 7. IMPLEMENTATION. ... any prime contractor or subcontractor or motor carrier that does not meet the minimum criteria in subdivision 3 or fails to verify 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...</p>	
<p>Minn. Stat. § 16C.285, Subd. 3. RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA. "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:</p>	
<p>(1)</p>	<p>The Contractor:</p> <ul style="list-style-type: none"> (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; and (iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.
<p>(2)</p>	<p>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, 181.03, 181.101, 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:</p> <ul style="list-style-type: none"> (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 the 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;* (vii) has been convicted of a violation of section 609.52, subd 2 (19).

(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)	All subcontractors and motor carriers that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

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

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have 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 subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

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

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

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

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

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

CERTIFICATION

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

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285, and
- 2) if my company is awarded a contract, I will submit Attachment A-1 prior to contract execution, and
- 3) if my company is awarded a contract, I will also submit Attachment A-2 as required.

Authorized Signature of Owner or Officer:



Printed Name:

Jeffrey Tyllia

Title:

Executive Vice President

Date:

9/5/2019

Company Name:

Hunt Electric Corporation

NOTE: Minn. Stat. § 16C.285, Subd. 2, (c) If only one prime contractor responds to a solicitation document, a contracting authority may award a construction contract to the responding prime contractor even if the minimum criteria in subdivision 3 are not met.

ATTACHMENT A-1

FIRST-TIER SUBCONTRACTORS LIST

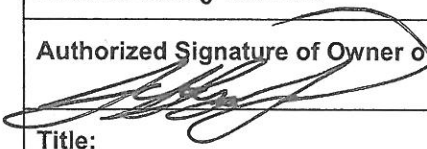
SUBMIT PRIOR TO EXECUTION OF A CONSTRUCTION CONTRACT

PROJECT NUMBER: 19-6601

Minn. Stat. § 16C.285, Subd. 5. A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

FIRST TIER SUBCONTRACTOR NAMES* (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located
Northern Door & Hardware	Duluth, MN
Johnson Controls	Duluth, MN

*Attach additional sheets as needed for submission of all first-tier subcontractors.

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-1	
<p>By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:</p> <p>All first-tier subcontractors listed on attachment A-1 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.</p>	
<p>Authorized Signature of Owner or Officer: </p>	<p>Printed Name: Jeffrey Tyllia</p>
<p>Title: Executive Vice President</p>	<p>Date: 9/5/2019</p>
<p>Company Name: Hunt Electric Corporation</p>	

ATTACHMENT A-2

ADDITIONAL SUBCONTRACTORS LIST

PRIME CONTRACTOR TO SUBMIT AS SUBCONTRACTORS ARE ADDED TO THE PROJECT

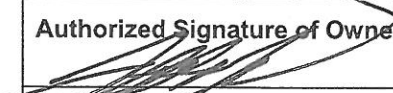
PROJECT NUMBER: 19-6601

This form must be submitted to the Project Manager or individual as identified in the solicitation document.

Minn. Stat. § 16C.285, Subd. 5. ... If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors. ...

ADDITIONAL SUBCONTRACTOR NAMES* (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located
N/A	

*Attach additional sheets as needed for submission of all additional subcontractors.

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-2	
<p>By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:</p>	
<p>All additional subcontractors listed on Attachment A-2 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.</p>	
<p>Authorized Signature of Owner or Officer: </p>	<p>Printed Name: Jeffrey Tyllia</p>
<p>Title: Executive Vice President</p>	<p>Date: 9/5/2019</p>
<p>Company Name: Hunt Electric Corporation</p>	

CNA SURETY

Bid Bond

Bond No. Bid Bond

CONTRACTOR:

(Name, legal status and address)
Hunt Electric Corporation
7900 Chicago Avenue S
Bloomington, MN 55420

SURETY:

(Name, legal status and principal place of business)
Western Surety Company
151 N. Franklin Street
Chicago, IL 60606

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

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

OWNER:

(Name, legal status and address)
City of Duluth
120 City Hall 411 West 1st Street
Duluth, MN 55802

BOND AMOUNT: Five Percent of Total Bid (--5%--)

PROJECT:

(Name, location or address, and Project number, if any)
Bid Number: 19-6601, ISD 709 Security Improvements - District Wide, Duluth, MN

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

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

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

Signed and sealed this 23th day of August, 2019.

Adrian Anderson
(Witness)

Andy Miller
(Witness)

Hunt Electric Corporation
(Principal)
[Signature] *(Seal)*
Executive Vice President
(Title)

Western Surety Company
(Surety)
[Signature] *(Seal)*
(Title) Jessica A. Olson, Attorney-In-Fact

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____) ss

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

Notary Public, _____
County, _____
My commission expires _____

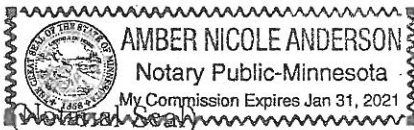
(Notarial Seal)

CORPORATE ACKNOWLEDGEMENT

STATE OF Minnesota)
COUNTY OF St. Louis) ss

On the 26 day of August, 2019, before me personally appeared Jeffrey Tyllia to me known, who being by me duly sworn, did depose and say: that he resides in Minnesota that he is the Executive Vice President of the Hunt Electric Corporation

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

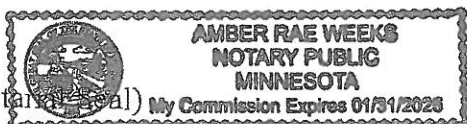


Notary Public, Amber Anderson
County, St. Louis
My commission expires 1/31/2021

ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF Minnesota)
COUNTY OF Dakota) ss

On the 23rd day of August, 2019, before me appeared Jessica A. Olson to be personally known, who is being by me duly sworn, did say that he is the aforesaid officer or attorney in fact of the Western Surety Company, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its board of directors, and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.



Notary Public, Amber Weeks
County, Scott
My commission expires January 31, 2025

(Notarial Seal)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Kathryn A Dircz, Dennis G Diessner, Thomas M Reuder, Mark N Kampf, Jessica A Olson, Erica J Boldt, Matthew M Kampf, Julia C Ertz, Amy M Burns, Rocklyn C Bullis, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 18th day of April, 2019.



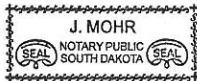
WESTERN SURETY COMPANY

Paul T. Brufat
Paul T. Brufat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 18th day of April, 2019, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 23rd day of August, 2019.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

INDEPENDENT SCHOOL DISTRICT NO. 709
DULUTH PUBLIC SCHOOLS
215 NORTH FIRST AVENUE EAST, DULUTH, MINNESOTA 55802
**SUPPLEMENTARY CONDITIONS & INSURANCE REQUIREMENTS
FOR INDEPENDENT CONTRACTORS**

A) GENERAL LIABILITY INSURANCE:

The Contractors shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Minnesota such insurance, in an occurrence form, as will protect the Contractor from claims set forth below which may rise out or result from the Contractor's operation under the contract and for which a Contractor may be legally liable whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

Claims for damages because of bodily injury, sickness, disease, or death of any person other than the Contractor's employees.

Claims for damages insured by usual Comprehensive General Liability coverage, including but not limited to personal injury and bodily injury coverages, which are sustained (1) by a person as a result of any offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person.

Claims for damage other than to the work itself because of injury to or to destruction of tangible property including loss of use resulting there from.

Claims involving contractual liability insurance applicable to the Contractors obligations under the terms of the specific contract between the Contractor and ISD 709.

Such insurance shall be subject to "I.S.O. Comprehensive General Liability Form" or equivalent.

This insurance shall be written in an occurrence form and for limits not less than the following stated limits, or such other amounts established as the maximum liability of this Independent School District pursuant to Minnesota Statutes § 466.04 as that Statute provides on the date of this Contract, whichever is greater:

COMBINED SINGLE LIMIT OF	\$1,500,000 PER OCCURRENCE
PRODUCTS AND COMPLETED OPERATIONS LIABILITY	\$1,500,000 PER OCCURRENCE

Coverage limits shall be doubled when the claim arises out of the release or threatened release of a hazardous substances as required by Minnesota Statutes § 466.04.

Coverage shall be maintained without interruption from day of commencement of the work until date of final payment and termination of any coverage required to maintain after final payment.

Prior to the commencement of work the Contractor shall provide ISD 709 with a certificate of the above described General Liability Insurance, namely ISD 709 as "Additional Insured". This certificate shall provide thirty (30) days written notice to ISD 709 of any change or cancellation prior to expiration.

B) WORKERS COMPENSATION:

The contractor shall maintain Workers Compensation Insurance in accordance with Minnesota Statutes.

Evidence of this insurance shall be submitted to ISD 709 in the form of a certificate. This certificate shall provide thirty (30) days written notice to ISD 709 should the policy be modified or canceled before the expiration date.

C) AUTOMOBILE LIABILITY INSURANCE:

When the Contractor will use motor vehicles during the course of completing the work covered by this contract the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Minnesota, Automobile Liability Insurance, including Personal Injury Protection and Uninsured and Underinsured Motorist Liability, at limits not less than as outlined below:

COMBINED SINGLE LIMIT	\$600,000 PER ACCIDENT
AND	
PERSONAL INJURY PROTECTION	STATUTORY
AND	
UNINSURED AND UNDERINSURED MOTORIST COMBINED SINGLE LIMIT	\$600,000 PER ACCIDENT

The Contractor shall provide ISD 709 with a certificate of the above described Automobile Liability Insurance prior to the commencement of the work. This certificate shall provide thirty (30) days written notice to ISD 709 of any change or cancellation prior to expiration.

D) PROPERTY INSURANCE:

Unless otherwise provided in the specifications, the Contractor shall maintain Property Insurance (builders risk completed value) in the amount of the contract sum as well as subsequent modifications there-to for the entire period of the contract on a replacement cost basis. Such insurance shall be on an all risk basis including theft and shall protect the interest of ISD 709, the Contractor and Subcontractors and shall name ISD 709 as an additional insured.

E) PERFORMANCE BOND AND PAYMENTS BOND:

If the contract price is greater than \$50,000, unless otherwise indicated, the Contractor shall furnish a bond in the amount of the contract price covering faithful performance of the contract and payment of obligations arising there under as required by Minnesota Statutes § 574.26, the required "Performance and Payment Bond AIA A312" form for this purpose is attached and shall become part of the contract documents.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligation arising under the contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

F) BID BOND:

Bid Bond: A bid bond or certified check payable to ISD 709 in an amount not less than five percent (5%) of the amount of the bid must accompany the bid if requested in the specifications.

Responses to ISD 709's Request for Quotation does not require submittal of a Bid Bond.

G) CONTRACTOR'S AFFIDAVIT:

Prior to final payment, Contractor must submit a complete "Contractor's Affidavit" for Sole Proprietor or Partnership/Corporation on the form attached.

H) CONSENT OF SURETY TO FINAL PAYMENT

Prior to final payment, Contractor must submit a complete "Consent of Surety to Final Payment".

I) RESPONSIBLE CONTRACTOR CERTIFICATION

Contractor shall complete Responsible Contractor Verification (if quote exceeds \$50,000) as defined in Minnesota Statutes § 16C.285, subdivision 3.

J) WAGE RATES AND HOURS:

The Contractor shall pay wages and benefits as required by the Minnesota Prevailing Wage Act, Minn. Stat. § 177.41, et seq. Any wage determinations which are found to be in error do not relieve the Contractor from responsibility for paying the prevailing wage rate of the trade in question. Additional classifications may develop between certifications by the State Department of Labor and Industry. The Owner will not be held liable for increased labor costs, errors or changes to rates or classifications prior to awarding the construction contract. To the extent the federal Davis-Bacon Act applies, the Contractor is responsible for complying with its requirements.

A copy of the Prevailing Wage Determination Schedule has been included in these specifications, and is made a part hereof.

K) WITHHOLDING AFFIDAVIT:

When applicability is indicated in the specification: Prior to final payment to the Contractor for work performed pursuant to this bid the Contractor shall complete "Withholding Affidavit for Contractors IC-134" or "Exemption from Surety for Non-Minnesota Contractors SD-E" on attached forms as required by the Minnesota Department of Revenue. Unless otherwise stipulated in the contract, for purposes of final payment, 5% of the total contract amount will be retained pending the receipt of a fully executed IC-134.

L) TIMELY PAYMENT OF SUBCONTRACTORS:

Within ten (10) days of Contractor's receipt of payment from ISD 709, the Contractor must pay any subcontractor retained by Contractor for undisputed services provided by the subcontractor in furtherance of the contract work. Any undisputed amount due such subcontractor not paid on time shall bear interest at the rate of one and one-half percent (1-1/2%) per month, or any part of a month, which shall be paid by the Contractor. If the unpaid balance is \$100.00 or more, the minimum monthly interest payment shall be \$10.00. Contractor is advised that by reason of Minn. Stat. §471.425, Subd. 4a, if a subcontractor prevails in a civil action to collect interest penalties from a prime contractor, the subcontractor must be awarded its costs and disbursements, including attorney's fees incurred in bringing the action.

M) CONTRACTOR'S RECORDS:

Subject to 1998 Minnesota Laws ch 386, art. 1, § 6: the books, records, documents, accounting procedures and practices of the successful bidder relevant to the project are subject to examination by ISD 709 or its designated representative and the State Auditor or Legislative Auditor as deemed appropriate for three (3) years after the final payments are made and all other pending matters are closed.

N) CONTRACTOR/SHORT TERM WORKER ACKNOWLEDGEMENT PROCEDURE:

In order to protect the contractor, building owner and occupants from any unexpected material disturbance, it is prudent to ensure that all persons with access to building materials be informed and knowledgeable about appropriate procedures when working around Asbestos Containing Material (ACM). This would include contractors, such as electrical, plumbing, remodeling, etc. The School District requires the contractor to be familiar with the Asbestos Management Plan for the building they are working in, indicate that they and their crew have either experience or training in working around ACM and have read and signed the Contractor/Short Term Worker Acknowledge Form. The signed form shall stay with the Asbestos Management Plan for the building. The Building Engineer shall monitor the work and report any disturbance of ACM to Facilities Management.

O) AMENDMENTS TO AIA DOCUMENT A201:

When the AIA document A201 "2007 General Conditions of the Contract for Construction" is used the attached shall apply.

AFFIDAVIT AND INFORMATION REQUIRED OF BIDDERS

Affidavit of Non-Collusion:

I hereby swear (or affirm) under penalty of perjury:

That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);

That the attached bid or bids have been arrived at by the bidder independently and have been submitted without collusion with and without agreement, understanding, or planned common course of action with any other vendor or materials, supplied, equipment or services described in the invitation to bid, designed to limit independent bidding or competition;

That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;

That a family relationship between a City of Duluth employee and bidder/proposer are in non-collusion; and

That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: _____

Firm Name: _____

Subscribed and sworn to me before this ____ day of _____, _____

NOTARY PUBLIC _____

My commission expires: _____

Bidder's E.I. Number _____
(Number used on employer's quarterly Federal Tax return)



INDEPENDENT SCHOOL DISTRICT NO. 709

ASBESTOS CONTAINING MATERIALS
CONTRACTOR/SHORT TERM WORKER
ACKNOWLEDGEMENT FORM

The Contractor's representative(s) will meet with the building Engineer on site to review the areas where they will be working within the building. The building Engineer will review the Asbestos Management Plan and determine if there is any asbestos containing materials located in the proposed work area. Appropriate action will be taken based on what the building Engineer finds. I understand that Asbestos Containing Material (ACM) may be undetected, especially if it is located within or behind existing structures. I further understand that if I encounter or suspect ACM, I must cease work and contact the building Engineer. I am knowledgeable in the appropriate procedures to work around or near ACM.

Date: _____

Contractor's Representative's Signature: _____

Contractor's Representative's Printed Name: _____

Company Phone Number: _____

Emergency Phone Number: _____

Company Name: _____

City, State: _____

Address: _____

Project Description: _____

Bid Number or Quote Number: _____

-----Office Use-----

AHERA Designated Person's Signature: _____

School: _____ Date: _____

THIS FORM MUST BE RETURNED TO FACILITIES MANAGEMENT BEFORE THE WRITTEN
AUTHORIZATION TO PROCEED IS ISSUED TO THE CONTRACTOR

CONTRACTOR'S AFFIDAVIT

(Partnership/Corporation)

State of Minnesota)
) SS
 County of St. Louis)

_____ being duly sworn, deposes and says:

1. That he/she is _____ of _____, a
 (cooperation) (partnership) which entered into a contract with Independent School District No.
 709 for _____.

2. That all work required by said contract has been completed in accordance with the terms of the contract.

3. That all persons, firms, or entities furnishing work, skill, tools, machinery, materials, insurance premiums, equipment or supplies have been paid in full, except those persons, firms, or entities listed below:

Name	For	Amount Due
1. _____	_____	\$ _____
2. _____	_____	\$ _____
3. _____	_____	\$ _____
4. _____	_____	\$ _____

and that there are no persons, firms, or corporations known to the undersigned who could file claims under the payment bond filed by the undersigned, except those listed above, with Independent School District No. 709.

The undersigned acknowledges that this Affidavit is given for the purpose of obtaining final payment of the contract sums due under the terms of the contract.

 By: _____
 Its: _____

Subscribed and sworn to before me
 this _____ Day of _____, _____.

 Notary Public