

WidSeth
Attn: Jeremy Tanni Superintendent
704 East Howard Street
Hibbing, MN 55746

thome School Existing Roof Exterior Wall Cladding Northome, MN 56661

Bid Date: June 5th, 2024

Bid Time: 2:00 PM

BID ENCLOSED

SECTION 00 42 00 PROPOSAL FORM

BID SUBMITTED BY:

Range Cornice & Roofing Company

		Official Name of Contractor			
TO:	Jeremy Tammi, Superintendent c/o WiDSETH 704 East Howard Street Hibbing, MN 55746				
BID DA	ATE & TIME: June 5, 2024 at 2:00 pm local time	- - -			
Bids, Ir	ndersigned, having carefully examined the cornstructions to Bidders, the General Condition cations, and all Addenda thereto as prepared by	ntract documents, including the Advertisement for is, the General Requirements, the Drawings and WIDSETH, for the:			
ISD	#363 NORTHOME SCHOOL EXISTIN	G ROOF EXTERIOR WALL CLADDING			
	Northome, N	l innesota			
with su	As well as being familiar with the local conditions affecting the work, proposes to furnish in accordance with such plans and specifications all material, labor, and equipment required for the completion of all work indicated on this proposal for the sum of:				
(Amoun	nt shall be shown in both words & figures. In case o	of discrepancy, amount shown in words will govern.)			
BASE BID NO. 1 - The Bidder agrees to perform all of the Construction work described in Specification Divisions 02 – 07, applicable provisions of Division 01, and as shown on the drawings for the sum of:					
TWO H	HUNDRED FIFTY-SEVEN THOUSAND SEVEN	HUNDRED FORTY-SEVEN AND NO/100			
		(\$257,747.00)			
In subn bids. It	nitting this bid it is understood that the right is re is agreed that bids may not be withdrawn for a	eserved by the Owner to accept or reject any or all period of thirty days after closing of same.			
The bid Procee	dder hereby agrees to commence work under to d" from the Owner and to fully complete the pro	his contract in accordance with a written "Notice to ject by September 1, 2024 .			
Addend	_{da} None	(were received)			

COMPA	NY				
NAME: Rapge Cornice & Roofing Company					
BY:	Terrance E. Marty (Printed Name/Signature)				
ADDRESS 510 W. 41st Street, Hibbing, MN 55746					
	al Proposal Items Ifer to the checklist below for items to be completed and submitted with your bid.				
X	Proposal Form (Filled out completely) bid Security				
	Responsible Contractor Statement noticely an Owner or Officer of this Bidder verifying ompliance with each of the minimum criteria of State of Minnesota Statute 16C.285, bubdivision 3, with this bid.				

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Range Cornice & Roofing Company 510 W. 41st Street Hibbing, MN 55746 **SURETY:**

(Name, legal status and principal place of business)

Merchants National Bonding, Inc. PO Box 14498 Des Moines, IA 50306-3498

OWNER:

(Name, legal status and address)

South Koochiching-Rainy River School District #363 P.O. Box 465 Northome, MN 56661

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

PROJECT:

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

ISD #363 Northome School Existing Roof Exterior Wall [New Wall Panels and Roof Repair] 11731 Hwy 1 Northome, MN This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered

plural where applicable.

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

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



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

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

Signed and sealed this 3rd day of June, 2024.

Range Cornice & Roofing Company

(Principal)

Seal)

(Title)

Terrance E. Marty Presiden

Merchants National Bonding, Inc.

(Surety)

Seal) AATE

Underwriting Assistant (Witness)

Rita Jorgenson, Attorney-in-Fact



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ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of			
On thispersonally comes			·,
to me known and known to me to and acknowledges to me that he/s		cribed in and executed the fo	regoing instrument,
		Notary Public	-
ACKNOW	LEDGMENT OF PI	RINCIPAL (Partnership	p)
State of			
On this personally come(s)		, in the year	
a member of the co-partnership of to me known and known to me to and acknowledges to me that he/sl	be the person who is desc	cribed in and executed the for	regoing instrument, p-partnership.
		Notary Public	
ACKNOWLE	DGMENT OF PRIN	CIPAL (Corporation/L	LC)
State of <u>Minnesota</u> County of <u>Itasca</u>			
Terrance E. Marty he/she resides in the City ofN	, to me kno ashwauk that ofing Company	the/she is the <u>President</u> , the corpora	deposes and says that t of the ation described in and





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, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Jack Anderson: Rita Jorgenson

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

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

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

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

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation. In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd February . 2024

MERCHANTS BONDING COMPANY (MUTUAL) MERCHANTS NATIONAL BONDING, INC. d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

President

STATE OF IOWA COUNTY OF DALLAS ss.

On this 3rd day of February 2024 , 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

By



Penni Miller

Commission Number 787952 My Commission Expires January 20, 2027

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

Notary Public

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 3rd

2024.

William Wars Secretary

ACKNOWLEDGEMENT OF SURETY

STATE OF MINNESOTA

COUNTY OF CHIPPEWA

On this 3rd day of June , 2024 , before me, a Notary Public within and for said County, personally appeared **Rita Jorgenson** to me personally known, who being by me duly sworn he/she did say that he/she is the attorney-in-fact of **Merchants National Bonding, Inc.**, the corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporation seal of said corporation, and sealed on behalf of said corporation by authority of its Board of Directors and said **Rita Jorgenson** acknowledged said instrument to be the free act and deed of said corporation.

NOTARY PUBLIC

My Commission Expires 1/31/201

CARA L. OLSON
Notary Public-Minnesota
My Commission Expires Jan 31, 2026

ATTACHMENT A

RESPONSIBLE CONTRACTOR AND CERTIFICATION OF COMPLIANCE

PROJECT TITLE: ISD #363 Northhome School Existing Roof Exterior Wall Cladding

Minn. Stat. §16.285, Subd,. 7, **IMPLEMENTATION.** any prime contractor or subcontractor that does not meet the minimum criteria in subdivision 3 or fails to verify it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project.

Minn. Stat. §16.285, Subd. 3. **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.** "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

1. The Contractor:

- a. is in compliance with workers' compensation and unemployment insurance requirements;
- b. is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees;
- c. has a valid federal tax identification number or a valid Social Security number if an individual; and
- d. has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative.

e.

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

violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties.

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

Minn. Stat. 1§16.285, Subd. 5. **SUBCONTRACTOR VERIFICATION.** A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.

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

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

Minn.Stat. §16.285, Subd. 4. **VERIFICATION OF COMPLIANCE.** A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed

statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3 at the time that it responds to the solicitation document.

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

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor

CERTIFICATION

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

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. §16.285,
- 2) I have included Attachment A-1 with my company's solicitation response, and
- 3) if my company is awarded a contract, I will also submit Attachment A-2 as required.

Authorized Signature of Owner or Officer:	Printed Name: Terrance E. Marty
Title: President	Date: June 5 th , 2024
Company Name: Range Cornice & Roofing Company	