

11/5/2025

Board of Education  
Duluth Public Schools, ISD #709  
709 Portia Johnson Drive  
Duluth, MN 55802



1331 Tyler Street NE, Suite 101  
Minneapolis, MN 55413  
ics-builds.com  
(763) 354-2670

**Re:** Duluth Public Schools, ISD #709  
Lincoln Park Middle School Lighting Replacement  
Duluth, MN 55802

Dear Board Members:

ICS has reviewed the bids that were received on Tuesday, November 4, 2025, for the above-referenced project.  
Our recommendation for award is as follows:

**Single Prime - Electrical**  
Wolf River Electric – Isanti, MN

<b>BASE BID:</b>	\$948,615.00
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<b>TOTAL</b>	<b>\$948,615.00</b>
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Based on the recommendations above, we recommend that the District enter into a contract with the above-mentioned contractors for the total bid amount of Nine **Hundred Forty-Eight Thousand Six Hundred Fifteen Dollars and No/100 Cents (\$948,615.00)**.

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

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

Regards,

Mark Needham  
ICS Senior Project Manager

MN/rw

Enclosures

# Lincoln Park Middle School Lighting Replacement

OWNER: Duluth Public Schools, ISD #709  
 CONSTRUCTION MANAGER: ICS  
 M & E ENGINEER: Design Tree



## BID TABULATIONS

Tuesday, November 4, 2025 @ 10:00 a.m.

Work Scope 01 - Electrical

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Wolf River Electric 101 Isanti Pkwy, Ste G Isanti, MN 55040 952-412-7719	Hunt Electric Corporation 4330 West 1st St, Ste B Duluth, MN 55807 218-628-3323	Wescom, Inc. 5137 Jean Duluth Road Duluth, MN 55803 218-724-1322	Holden Electric Co., Inc. 7669 College Road Baxter, MN 56425 218-829-4759	PEC Solutions, LLC dba ArchKey/Parsons Electric 1415 Highway 33 S Cloquet, MN 55720 218-428-5484	
BID SECURITY	Yes	Yes	Yes	Yes	Yes	
ADDENDA REC'D.	1	1	1	1	1	
BASE BID:	\$948,615.00	\$1,205,527.00	\$1,281,724.00	\$1,884,000.00	\$1,920,000.00	
Signed Bid Form:	x Dan Halvorsen	x Jeffrey Tyllia	x Eric Schillereff	x Micah Toftness	x Matt Collins	
ALTERNATES:						
Alt. No. 1: Provide concrete bases for light poles	ADD: \$469,747.00	ADD: \$257,157.00	ADD: \$151,460.00	ADD: \$293,000.00	ADD: \$248,614.00	
Alt. No. 2: Voluntary Alternate	No change	N.A.		NA		
Alt. No. 3: Voluntary Alternate	No change	N.A.		NA		

# Lincoln Park Middle School Lighting Replacement

OWNER: Duluth Public Schools, ISD #709  
 CONSTRUCTION MANAGER: ICS  
 M & E ENGINEER: Design Tree



## BID TABULATIONS

Tuesday, November 4, 2025 @ 10:00 a.m.

Work Scope 01 - Electrical

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Archkey Parsons Electric	Wescom inc.	Hunt Electric	Holden Electric	Wolf river Electric			
BID SECURITY	X	X	X	X	X			
ADDENDA REC'D.	X	X	X	X	X			
BASE BID:	1,920,000	1,281,724	1,205,527	1,884,000	948,615			
Signed Bid Form:	X	X	X	X	X			
ALTERNATES:								
Alt. No. 1: Provide concrete bases for light poles	248,614	151,460	257,157	293,000	969,747			
Alt. No. 2: Voluntary Alternate								
Alt. No. 3: Voluntary Alternate								

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools  
709 Portia Johnson Drive  
Duluth, MN 55811

BID FROM: Wolf River Electric  
101 Isanti Pkwy Ste G  
Isanti, MN 55040

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17<sup>th</sup> Ave W Alexandria and dated 10/1/2025 relating to the construction of the Lincoln Park Middle School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope Division 26 Electrical

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

\$ nine hundred forty eight thousand six hundred fifteen \$ 948,615

Alternates

**Alternate No. 1:** PROVIDE CONCRETE BASES FOR LIGHT POLES as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) four hundred sixty nine thousand - \$ 469,747  
seven hundred forty seven

**Alternate No. 2:** VOLUNTARY ALTERNATE

(Add, Deduct, No Change) \$ NA \$ 0

**Alternate No. 2:** VOLUNTARY ALTERNATE

(Add, Deduct, No Change) \$ NA \$ 0

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

Addenda No. 1 Dated 10/30/25 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_ Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

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

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

Street Address: 101 Isanti Pkwy Ste G

City: Isanti State: MN Zip: 55040

Phone Number: (952) 412-7719 Fax Number: (763) 401-6968

Name (typed or printed): Dan Halvorsen

Signature: Dan Halvorsen

Title: Master Electrician / Lead Estimator

Date: 10/3/25

END OF SECTION 00 41 13



**AIA**<sup>®</sup>

# Document A310™ – 1970

## Bid Bond

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

**LTL LED, LLC Dba Wolf River Electric**  
**101 Isanti Parkway NE**  
**Isanti, MN 55040**

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

**Old Republic Surety Company**  
**P.O. Box 1976**  
**Des Moines, IA 50305**

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

**ISD #709 - Duluth**  
**215 North 1st Avenue E**  
**Duluth, MN 55802**

as Oblige, hereinafter called the Oblige, in the sum of **Five Percent (5%) of the Amount of the Bid**  
Dollars (\$ **5%** ), for the payment  
of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for  
(Here insert full name, address and description of project)

**ISD #709- Duluth public schools- Lowell Elementary**

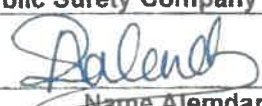
NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful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

Signed and sealed this **4th** day of **November, 2025**

  
(Witness)

**LTL LED, LLC Dba Wolf River Electric**  
(Principal) (Seal)  
**Lead Estimator**  
(Title)

  
(Witness)

**Old Republic Surety Company**  
(Surety)  
  
(Title) **Name Alemdar** (Seal)  
**Attorney-in-Fact**



# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: BRUCE A. CHRISTENSEN, RICK T. REDDING, CLINT J. SICHMELLER, KATIE MARIE RANDOLPH, BARB MICHAELS, BARBARA D. HANSEN, MARILYN J. HENTGES, STACY BURY, SCOTT A. FOGELSON, JEFFREY SETTEM, NAME ALEMDAR, MELISSA M. NORDIN, ALAN STARKS, TYLER GERADS, ALEXANDRA KISSELL of EDEN PRAIRIE, MN

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 10th day of February, 2022.

*Karen J. Haffner*  
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

*Alan Paylic*  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 10th day of February, 2022, personally came before me, Alan Paylic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



*Kathryn R. Pearson*  
Notary Public

My Commission Expires: September 28, 2022

### CERTIFICATE

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

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-2662



Signed and sealed at the City of Brookfield, WI this 4th day of November, 2025.

*Karen J. Haffner*  
Assistant Secretary

ORSC 22262 (3-06)

Christensen Group - IRI

**SECTION 00 50 00**  
**LIST OF CONTRACT FORMS**

**1.01 GENERAL**

- A. The following is a list of forms and standards applicable to this Project.

**1.02 FORMS**

- A. Bid Form: As bound in this Project Manual, section 00 41 13.
- B. Bid Bond Form: Standard AIA Document A-310 that complies with all state requirements. Submit with Bid with proper Power of Attorney certificate and acknowledgment.
- C. Contract Form: The Contract form will be AIA document A132-2019. See attached
- D. Performance/Payment Bond: Standard AIA Document A312 Performance Bond and Payment Bond, 1984 edition that complies with all state requirements. Submit in two copies, with proper Power of Attorney and acknowledgement upon execution of contract agreement with Owner.

**END OF SECTION 00 50 00**





## Duluth Public Schools, ISD #709 - Lincoln Park Middle School Lighting Replacement

**November 3, 2025**

**Prepared By:**

Wolf River Electric  
101 Isanti Parkway Northwest Ste G  
ISANTI, Minnesota 55040  
6122087210  
DANIEL@WOLFRIVERELECTRIC.COM

**Scope of Work**

**Inclusions:**

Install as specified on plans and specifications.

**Exclusions:**

Structural modifications  
Site remediation (hazmat, etc.)  
Utility tariff changes or interconnection fees  
Electrical work outside of scope on plans  
Utility fees or transformer upgrades  
Special/independent electrical testing  
Demo/removal outside of plan specifics  
Repairs to existing conditions/utilities  
X-raying or surveying  
Overtime, weekend, or premium labor  
Performance/payment bonds (can be added at cost)

**Subtotals**

Material	\$427,709.50
Labor	\$460,214.52
Equipment	\$26,475.00
Taxes	\$34,216.56
<b>Proposal Total</b>	<b>\$948,615.58</b>

**Terms and Conditions**

Terms & Notes

This quote is valid for 60 days from the issue date.

No sales tax applied to this estimate.

Important Disclaimer: If unexpected site conditions are encountered that require additional materials or labor this quote may be subject to adjustment with customer approval.

This quote includes all labor, materials, site survey, permitting, and equipment costs necessary to complete the outlined work.



## Duluth Public Schools Lincoln Park MS Alt 1

**November 3, 2025**

**Prepared By:**

Wolf River Electric  
101 Isanti Parkway Northwest Ste G  
ISANTI, Minnesota 55040  
6122087210  
DANIEL@WOLFRIVERELECTRIC.COM

**Scope of Work**

Inclusions:

Install as specified on plans and specifications.

Exclusions:

Structural modifications

Site remediation (hazmat, etc.)

Utility tariff changes or interconnection fees

Electrical work outside of scope on plans

Utility fees or transformer upgrades

Special/independent electrical testing

Demo/removal outside of plan specifics

Repairs to existing conditions/utilities

X-raying or surveying

Overtime, weekend, or premium labor

Performance/payment bonds (can be added at cost)

**Subtotals**

Material	\$156,663.30
Labor	\$259,486.02
Equipment	\$41,065.00
Taxes	\$12,533.05
<b>Proposal Total</b>	<b>\$469,747.37</b>

**Terms and Conditions**

Terms & Notes

This quote is valid for 60 days from the issue date.

Important Disclaimer: If unexpected site conditions are encountered that require additional materials or labor this quote may be subject to adjustment with customer approval.

This quote includes all labor, materials, site survey, permitting, and equipment costs necessary to complete the outlined work.

  
\_\_\_\_\_  
Signature

# AIA® Document A132® – 2019

## **Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition**

**AGREEMENT** made as of the     day of     in the year  
(In words, indicate day, month, and year.)

**BETWEEN** the Owner:  
(Name, legal status, address, and other information)

Duluth Public Schools  
Independent School District #709  
709 Portia Johnson Drive  
Duluth, MN 55811

and the Contractor:  
(Name, legal status, address, and other information)

LTCLCD LLC dba Wolf River Electric  
101 Isanti Pkwy Ste G  
Isanti MN 55040

for the following Project:  
(Name, location, and detailed description)

Lincoln Park Middle School Lighting Replacement  
3215 W. 3<sup>rd</sup> Street  
Duluth, MN 55806

The Construction Manager:  
(Name, legal status, address, and other information)

ICS Consulting, LLC (ICS)  
1331 Tyler Street N.E., Suite 101  
Minneapolis, MN 55413

The Architect:  
(Name, legal status, address, and other information)

Design Tree Engineering + Land Surveying  
120 17<sup>th</sup> Avenue West  
Alexandria, MN 56308

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

*(Paragraph deleted)*

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, or reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

☒ [ X ] The date of this Agreement.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

#### § 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

*(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)*

Owner requires work to be substantially complete by May 30, 2026.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

*(Check one of the following boxes and complete the necessary information.)*

☐ Not later than ( ) calendar days from the date of commencement of the Work.

☐ By the following date:

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete
-----------------	-----------------------------------

§ 3.4.3 The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that the Owner has entered into, or will enter into, binding agreements with third parties based upon the Contractor's achieving Substantial Completion of the Work within the Contract Time. The Contractor further acknowledges and agrees that if the Contractor fails to complete substantially or cause the Substantial Completion of any portion of the Work within the Contract Time, the Owner will sustain extensive damages and serious loss as a result of such failure.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

☒ Stipulated Sum, in accordance with Section 4.2 below

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be (\$ ), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.  
*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.2.3 Allowances, if any, included in the Contract Sum:

*(Identify each allowance.)*

**Item**

**Price**

**§ 4.2.4 Unit prices, if any:**

*(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)*

**Item**

**Units and Limitations**

**Price per Unit (\$0.00)**

§ 4.3 - 4.6 Intentionally omitted

*(Paragraphs deleted)*

*(Table deleted)*

*(Paragraphs deleted)*

*(Table deleted)*

*(Paragraphs deleted)*

*(Table deleted)*

*(Paragraphs deleted)*

*(Table deleted)*

*(Paragraphs deleted)*

*(Table deleted)*

*(Paragraphs deleted)*

**ARTICLE 5 PAYMENTS**

**§ 5.1 Progress Payments**

**§ 5.1.1** Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

**§ 5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

As set forth in **§ 5.1.3** of this Agreement

**§ 5.1.3** Provided that an Application for Payment is received by the Construction Manager not later than the twenty-fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall wait until the following months cycle for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum**

**§ 5.1.4.1** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.4.2** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**§ 5.1.4.3** In accordance with AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**§ 5.1.4.3.1** The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;



- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Construction Manager or the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- .3 For Work performed or defects discovered since the last payment application, any amount for which the Construction Manager or the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019; and
- .4 Retainage withheld pursuant to Section 5.1.7

*(Paragraphs deleted)*

§ 5.1.5-5.1.6 Intentionally omitted as N/A

#### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold

*(Paragraphs deleted)*

retainage as set forth in AIA A232-2019.

§ 5.1.7.1.1 Intentionally omitted as N/A

§ 5.1.7.2 Intentionally omitted as N/A

§ 5.1.7.3 Intentionally omitted as N/A

#### § 5.2 Final Payment

##### § 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232-2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect or the Construction Manager.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 60 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

§ 5.2.2 Intentionally omitted as N/A

§ 5.2.2.1

(Paragraphs deleted)

Intentionally omitted as N/A

§ 5.2.2.2 Intentionally omitted as N/A

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Construction Manager will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

### § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[

[ X ] Litigation in a court of competent jurisdiction.

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## ARTICLE 7 TERMINATION OR SUSPENSION

### § 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor within seven (7) days payment for Work properly performed consistent with the Contract Documents prior to termination, reasonable reimbursable expenses incurred, and reasonable costs attributable to termination.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2 Intentionally omitted as N/A

(Paragraphs deleted)

§ 7.3 Intentionally omitted as N/A

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2019, as amended for the Project, where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended, modified, deleted or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:  
(Name, address, email address, and other information)

§ 8.3 The Contractor's representative:  
(Name, address, email address, and other information)

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

### § 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

§ 8.7 Intentionally omitted as N/A

§ 8.8 The Owner and Contractor acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party which are not embodied in this Agreement, and that any agreement, statement or promise that is not contained in this Agreement shall not be valid or binding on any party and shall not have any force or effect.

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as amended for the Project
- .2 Intentionally omitted as N/A
- .3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project
- .4 Building Information Modeling, if completed:

.5 Drawings

Number	Title	Date
Exhibit A		

.6 Specifications

Section	Title	Date	Pages
Exhibit B			

.7 Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

Exhibit C – Other Provisions to Standard Contractor Agreement

(Table deleted)

(Table deleted)

.9 Other documents, if any, listed below:

(Paragraph deleted)

This Agreement is entered into as of the day and year first written above.

Duluth Public Schools (Signature)

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Minnesota

COUNTY OF Isanti

On this 4 day of November, 2025 before me personally appeared Don Halverson to me known, who being by me duly sworn, that he is the officer of the LTLLED, LLC dba \* the Limited Liability Company described in and which executed the foregoing instrument; that he knows the seal of said Limited Liability Company; that the seal affixed to said instrument is such company seal; that it was affixed by order of the Board of Governors of said Limited Liability Company; and that he signed his name thereto by like order.

\* Wolf River Electric



(Notarial Seal)

Kate Goodman  
Notary Public

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF Minnesota

COUNTY OF Washington

On this 4 day of November, 2025 before me appeared Name Alemdar to me personally known, who being duly sworn, did say that he is the aforesaid officer or attorney in fact of Old Republic Surety Company, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid office acknowledged said instrument to be the free act and deed of said corporation.



(Notarial Seal)

Notary Public, JS

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools  
709 Portia Johnson Drive  
Duluth, MN 55811

BID FROM: Hunt Electric Corporation

4330 West 1st St, Ste B

Duluth, MN 55807

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17<sup>th</sup> Ave W Alexandria and dated 10/1/2025 relating to the construction of the Lincoln Park Middle School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 1

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

\$ ONE MILLION TWO HUNDRED FIVE THOUSAND FIVE HUNDRED TWENTY--SEVEN

\$ 1,205,527.00

**Alternates**

**Alternate No. 1: PROVIDE CONCRETE BASES FOR LIGHT POLES as described in Specification Section 01 23 00 Alternates.**

**(Add, Deduct, No Change)** \$ TWO HUNDRED FIFTY--SEVEN THOUSAND ONE HUNDRED FIFTY SEVEN

\$ 257,157.00

**Alternate No. 2: VOLUNTARY ALTERNATE**

**(Add, Deduct, No Change)** \$ N . A .

\$

**Alternate No. 2: VOLUNTARY ALTERNATE**

**(Add, Deduct, No Change)** \$ N . A .

\$

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

Addenda No. 1 Dated 10/30/25 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_ Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

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

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

Street Address: 4330 West 1st St, Ste B

City: Duluth State: MN Zip: 55807

Phone Number: 218-628-3323 Fax Number: 218-624-7485

Name (typed or printed): Jeffrey Tyllia

Signature: 

Title: Vice President of Business Development

Date: 11/3/25

**END OF SECTION 00 41 13**



# AIA<sup>®</sup>

## Document A310<sup>™</sup> – 2010

### Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

Hunt Electric Corporation  
4330 West 1st Street, Suite B,  
Duluth, MN 55807

**OWNER:**

(Name, legal status and address)

Duluth Public Schools, ISD #709  
709 Portia Johnson Drive,  
Duluth, MN 55811

**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.

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

**PROJECT** Lincoln Park Middle School Lighting Replacement, Duluth Bid Number 1344, Duluth, Minnesota



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


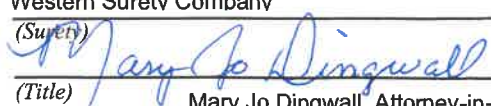
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the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

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

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

Signed and sealed this 4th day of November, 2025

  
(Witness)  
  
(Witness)

Hunt Electric Corporation  
(Contractor as Principal) (Seal)  
  
(Title)  
Western Surety Company  
(Surety) (Seal)  
  
(Title) Mary Jo Dingwall, Attorney-in-Fact



Init.



## LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_  
to me known, who is being by me duly sworn, did depose and say that he/she resides in \_\_\_\_\_  
and 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 instrument in the name of and  
for the limited liability company.

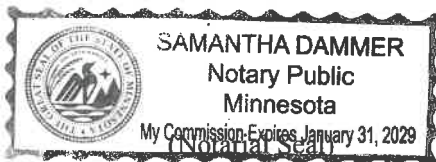
\_\_\_\_\_  
Notary Public, \_\_\_\_\_  
County, \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

(Notarial Seal)

## CORPORATE ACKNOWLEDGEMENT

STATE OF Minnesota  
COUNTY OF St Louis

On this 4th day of November, 20 25, before me personally appeared Jeffrey Tyllia  
to me known, who is being by me duly sworn, did depose and say that he/she resides in St Louis County  
and that he/she is the VP of Business Development of the Hunt Electric Corporation  
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 is was so affixed by order of the board of directors of said  
corporation; and that he signed his/her name thereto by like order.

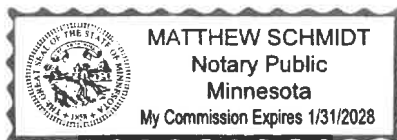


S. Dammer  
Notary Public, St Louis  
County, Minnesota  
My Commission Expires 1/31/29

## ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF Minnesota  
COUNTY OF Dakota

On this 4th day of November, 20 25, before me personally appeared Mary Jo Dingwall  
to me known, who is being by me duly sworn, did depose that he/she 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 on  
behalf of said corporation by the aforesaid officer, by authority of its board of directors, and the aforesaid  
officer acknowledged said instrument to be the free act and deed of said corporation.



(Notarial Seal)

Matthew Schmidt  
Notary Public, Hennepin  
County, Minnesota  
My Commission Expires January 31, 2028

# 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

**Mark N Kampf, Mary Jo Dingwall, Thomas M Reuder, Rocklyn C Bullis, Jonathon Diessner, Yaralitz Rivas, Matthew Schmidt, Daniel A Kampf, 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 Authorizing By-Laws and Resolutions printed at the bottom of this page, 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 16th day of January, 2025.



WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 16th day of January, 2025, before me personally came Larry Kasten, 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 a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, Paula Kolsrud, 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-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 4th day of November, 2025.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

### Authorizing By-Laws and Resolutions

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools  
709 Portia Johnson Drive  
Duluth, MN 55811

BID FROM: Wescom, inc.  
5137 Jean Duluth Rd  
Duluth, MN 55803

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17<sup>th</sup> Ave W Alexandria and dated 10/1/2025 relating to the construction of the Lincoln Park Middle School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

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

\$ One Million, two hundred eighty-one thousand, Seven hundred twenty four \$ 1,281,724.00

Alternates

Alternate No. 1: PROVIDE CONCRETE BASES FOR LIGHT POLES as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ one hundred fifty-one thousand, four hundred sixty \$ 151,460.00

Alternate No. 2: VOLUNTARY ALTERNATE

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$ \_\_\_\_\_

Alternate No. 2: VOLUNTARY ALTERNATE

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$ \_\_\_\_\_

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

Addenda No. 1 Dated 10/30/25 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_ Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

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

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

Street Address: 5137 Jean Duluth Rd

City: Duluth State: MN Zip: 55803

Phone Number: (218) 724-1322 Fax Number: N/A

Name (typed or printed): Eric Schillereff

Signature: Eric Schillereff

Title: Lead Estimator

Date: 11/4/25

END OF SECTION 00 41 13

# AIA® Document A310™ – 2010

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

WESCOM INC.  
5137 Jean Duluth Rd  
Duluth, Minnesota 55803

### SURETY:

(Name, legal status and principal place

of business) AMERICAN ALTERNATIVE INSURANCE CORPORATION  
555 College Road East, P.O. Box 5241  
Princeton, New Jersey 08543

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)

DULUTH PUBLIC SCHOOLS  
709 Portia Johnson Drive  
Duluth, Minnesota 55811

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

### PROJECT:

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

Lincoln Park Middle School Lighting Replacement  
Duluth Bid Number 1344  
Duluth, Minnesota

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

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

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

Signed and sealed this 4th

day of November 2025

By



(Witness)

By



(Witness) Kim Payton, Littleton, Colorado

WESCOM INC.

(Contractor as Principal)

(Seal)

(Title) Eric Schillerhoff, Lead Estimator

AMERICAN ALTERNATIVE INSURANCE CORPORATION

(Surety)

(Seal)

By

(Title) Douglas J. Rothey, Attorney-in-Fact

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

Init.

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WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org).

AC04-2010-11



**CERTIFIED COPY****POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the AMERICAN ALTERNATIVE INSURANCE CORPORATION, a corporation organized and existing by virtue of the laws of the State of Delaware ("Corporation") with offices at 555 College Road East, Princeton, N.J. 08543, has made, constituted and appointed, and by these presents, does make, constitute and appoint:

**Douglas J. Rothey; Kimberly McAlexander; Kim Payton; Wesley J. Butorac; and Zach Rothey**

its true and lawful Attorneys-in-Fact, at Princeton, in the State of New Jersey, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars (\$100,000,000)**. Such bonds and undertakings for said purposes, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary. This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th day of August, 1975, a copy of which appears below.

IN WITNESS WHEREOF, the AMERICAN ALTERNATIVE INSURANCE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 24<sup>th</sup> day of September, 2021.



By:

*Michael G. Kerner*

Michael G. Kerner  
President

Attest:

*Ignacio Rivera*

Ignacio Rivera  
Deputy General Counsel & Secretary

**STATE OF NEW JERSEY, COUNTY OF SOMERSET**

The foregoing instrument was acknowledged before me by means of online notarization this 24<sup>th</sup> day of September, 2021, by Michael G. Kerner and Ignacio Rivera, who are personally known to me.



*Jillian Sanfilippo*  
Jillian Sanfilippo, Notary Public  
State of New Jersey  
My Commission Expires February 8, 2026

**SECRETARY'S CERTIFICATE**

The undersigned, Ignacio Rivera, hereby certifies:

1. That the undersigned is Secretary of American Alternative Insurance Corporation, a corporation of the State of Delaware;
2. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with said original power of attorney, and that the same is a true and correct copy of said original power of attorney and of the whole thereof;
3. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Board of Directors of said Corporation duly held on August 4, 1998, and has not since been revoked, amended or modified.

RESOLVED, that each of the following officers of this Corporation, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be, and they hereby are, authorized, from time to time in their discretion, to appoint such agent or agents or attorney or attorneys-in-fact as deemed by them necessary or desirable for the purpose of carrying on this Corporation's business, and to empower such agent or agents or attorney or attorneys-in-fact to execute and deliver, in this Corporation's name and on its behalf, and under its seal or otherwise, surety bonds, surety undertakings or surety contracts made by this Corporation as surety thereon.

RESOLVED, that the signature of any authorized officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any surety bond, surety undertaking, or surety contract, such signature and seal, when so used being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

FURTHER RESOLVED, that any prior appointments by the Corporation of MGAs are, in all respects, hereby ratified, confirmed and approved.

FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this Corporation is hereby authorized to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable in the opinion of such Secretary or Assistant Secretary, a true copy of the foregoing resolution.

4. The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof.

Witness the hand of the undersigned and the seal of said Corporation this 4th day of November, 2025.



AMERICAN ALTERNATIVE INSURANCE CORPORATION

*Ignacio Rivera*  
Ignacio Rivera (Sep 24, 2021 16:06 EDT)

Ignacio Rivera  
Deputy General Counsel & Secretary

TRS-1001-1



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/3/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hanlon & Associates 501 S Lake Ave Ste 400 Duluth, MN 55802	<b>CONTACT NAME:</b> Tucker Hanlon <b>PHONE (A/C, No, Ext):</b> (218) 491-7855 <b>E-MAIL ADDRESS:</b> katie@hanlonandassociates.com <b>FAX (A/C, No):</b>																					
<b>INSURED</b> Wescorn Inc 5137 Jean Duluth Rd Duluth, MN 55803	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>CHARTER OAK FIRE INS CO</td><td>25615</td></tr><tr><td>INSURER B :</td><td>TRAVELERS PROP CAS CO OF AMER</td><td>25674</td></tr><tr><td>INSURER C :</td><td>TRAVELERS IND CO</td><td>25658</td></tr><tr><td>INSURER D :</td><td>Certain Underwriters at Lloyd's, London</td><td>15792</td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	CHARTER OAK FIRE INS CO	25615	INSURER B :	TRAVELERS PROP CAS CO OF AMER	25674	INSURER C :	TRAVELERS IND CO	25658	INSURER D :	Certain Underwriters at Lloyd's, London	15792	INSURER E :			INSURER F :		
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INSURER E :																						
INSURER F :																						

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBH INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Stop Gap Liability (ND & WY) GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	VTC20-CO-5K009914-COF-25	07/27/2025	07/27/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	VTJ-CAP-5K009926-TIL-25	07/27/2025	07/27/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	CUP-5K009938-25-25	07/27/2025	07/27/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	UB-B6406708-25-25-K	07/27/2025	07/27/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B/D	Rented & Leased Equipment/ Professional & Pollution Liability		B5402306 / B0621PWESC000724	07/27/2025	07/27/2026	Rented Leased Equip \$250,000 Professional Aggregate \$1,000,000 Professional Per Claim \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Lincoln Park Middle School Lighting Replacement  
Project Location: 3215 W 3rd St, Duluth, MN 55806

**CERTIFICATE HOLDER****CANCELLATION**

Duluth Public Schools 709 Portia Johnson Drive Duluth MN 55811	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Tucker Hanlon
--	--

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SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools  
709 Portia Johnson Drive  
Duluth, MN 55811

BID FROM: Holden Electric Co., Inc.

7669 College Road

Baxter, MN 56425

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17<sup>th</sup> Ave W Alexandria and dated 10/1/2025 relating to the construction of the Lincoln Park Middle School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 01 - Electrical

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

\$ One Million Eight Hundred Eighty Four Thousand Dollars \$ 1,884,000.00

Alternates

Alternate No. 1: PROVIDE CONCRETE BASES FOR LIGHT POLES as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ Two Hundred Ninety Three Thousand Dollars

\$ 293,000.00

Alternate No. 2: VOLUNTARY ALTERNATE

(Add, Deduct, No Change) \$ NA

\$ NA

Alternate No. 2: VOLUNTARY ALTERNATE

(Add, Deduct, No Change) \$ NA

\$ NA



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

Addenda No. 1 Dated 10/30/2025 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_ Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

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

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

Street Address: 7669 College Road

City: Baxter State: MN Zip: 56425

Phone Number: 218-829-4759 Fax Number: \_\_\_\_\_

Name (typed or printed): Micah Toftness

Signature: 

Title: President

Date: 11/4/2025

END OF SECTION 00 41 13



# AIA Document A310™ – 2010

Bond No. UB002933

## Bid Bond

### CONTRACTOR:

*(Name, legal status and address)*  
Holden Electric Co. Inc.

7669 College Rd

Baxter, MN 56425

### OWNER:

*(Name, legal status and address)*

ISD#709-Duluth Public Schools

### SURETY:

*(Name, legal status and principal place of business)* This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

United Fire & Casualty Company

P.O. Box 73909

118 - 2nd Ave SE (Zip 52401)

Cedar Rapids, IA 52407

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

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

PROJECT: Lincoln Park Middle School Lighting Replacement Duluth Bid Number #1344 - Work Scope 01 - Electrical

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

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

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

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

Signed and sealed this 3rd day of November, 2025

*(Witness)*

*(Witness)*

Holden Electric Co. Inc.

*(Principal)*

*(Title)*

United Fire & Casualty Company

*(Surety)*

*(Title) Attorney-in-Fact*

Troy Staples

*(Seal)*

*(Seal)*

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

Init

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091110

## ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

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

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

## ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

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

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

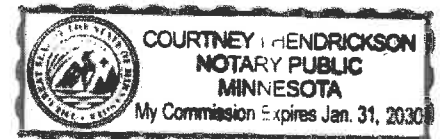
## ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of Minnesota )  
County of Crow Wing )

On this 3rd day of November, in the year 2025, before me personally come(s) Jesse Johnson, to me known, who, being duly sworn, deposes and says that he/she is the Vice President of the Holden Electric Co., Inc. the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

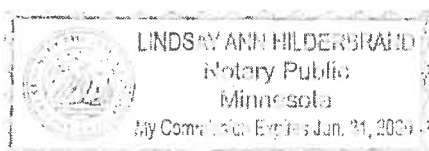
Courtney Hendrickson  
Notary Public

## ACKNOWLEDGMENT OF SURETY



State of Minnesota )  
County of Dakota )

On this 3rd day of November, in the year 2025, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of United Fire & Casualty Company with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of United Fire & Casualty Company company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.



[Signature]  
Notary Public



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, 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

THOMAS G. KEMP, THOMAS M. LAHL, ZACHARY PATE, TROY STAPLES, NICHOLAS HOCHBAN, JENNIFER BOYLES, JOEL KRECH, MAXWELL BOHLIG, 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 \$50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 22nd day of January, 2026 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.


This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal 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.

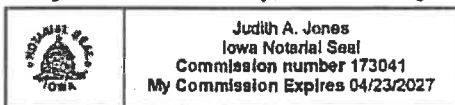
IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 22nd day of January, 2024

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

By:   
 Vice President

State of Iowa, County of Linn, ss:

On 22nd day of January, 2024, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she 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 she 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 she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



  
 Notary Public  
 My commission expires: 04/23/2027

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 3rd day of November, 2025.

By:   
 Assistant Secretary,  
 UF&C & UF&I & FPIC



BP0A0045 132017

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools  
709 Portia Johnson Drive  
Duluth, MN 55811

BID FROM: PEC Solution/ArchKey DBA Parsons Electric

1415 MN 33 S Cloquet, MN 55720

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17<sup>th</sup> Ave W Alexandria and dated 10/1/2025 relating to the construction of the Lincoln Park Middle School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** Electrical

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

\$ One Million Nine Hundred and Twenty thousand Dollars.

\$ 1,920,000.00

**Alternates**

**Alternate No. 1: PROVIDE CONCRETE BASES FOR LIGHT POLES as described in Specification Section 01 23 00 Alternates.**

**(Add, Deduct, No Change)** \$ Two Hundred Forty Eight thousand Six Hundred and Fourteen Dollars.

\$ 248,614.00

**Alternate No. 2: VOLUNTARY ALTERNATE**

**(Add, Deduct, No Change)** \$ \_\_\_\_\_

\$

**Alternate No. 2: VOLUNTARY ALTERNATE**

**(Add, Deduct, No Change)** \$ \_\_\_\_\_

\$

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

Addenda No. 1 Dated 10-30-2025 Addenda No.        Dated       

Addenda No.        Dated        Addenda No.        Dated       

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

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

Street Address: 1415 MN 33 S

City: Cloquet State: MN Zip: 55720

Phone Number: 218-428-5484 Fax Number:       

Name (typed or printed): Matthew Collins

Signature: Matt Collins

Digitally signed by Matt Collins  
DN: C=US, E=matthew.collins@archkey.com, O=Archkey, OU="PEC Solutions ", CN=Matt Collins  
Date: 2025.11.04 09:18:45-08'00'

Title: Project Manager

Date: 11-04-2025

**END OF SECTION 00 41 13**

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

PEC Solutions, LLC dba ArchKey/  
Parsons Electric  
1415 Highway 33 S  
Cloquet, MN 55720

### SURETY:

(Name, legal status and principal place of business)

Pennsylvania Insurance Company  
P.O. Box 3646  
Omaha, NE 68103-0646

### Mailing Address for Notices

Applied Surety Underwriters -  
Surety Claims  
10805 Old Mill Road  
Omaha, NE 68154

### OWNER:

(Name, legal status and address)

Duluth Public Schools  
709 Portia Johnson Drive  
Duluth, MN 55811

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

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

### BOND AMOUNT:

**PROJECT:** \$ 5% G.A.B. Five Percent of the Greatest Amount Bid  
(Name, location or address, and Project number, if any)

Lincoln Park Middle School Lighting Replacement - Duluth Bid Number 1344

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 4th day of November, 2025.

Cora Haines

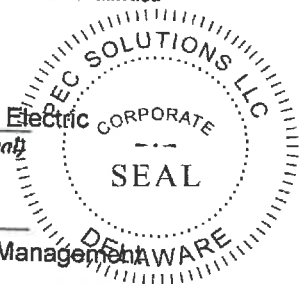
(Witness) Cora Haines

PEC Solutions, LLC dba ArchKey/Parsons Electric  
(Principal) (Seal)

By: [Signature]  
(Title) Jeff Russell, Vice President of Risk Management

Pennsylvania Insurance Company  
(Surety) (Seal)

By: [Signature]  
(Title) David T. Miclette, Attorney-In-Fact





California Insurance Company · Continental Indemnity Company · Illinois Insurance Company · Pennsylvania Insurance Company

10805 Old Mill Road · Omaha, Nebraska 68154

### POWER OF ATTORNEY NO. BMBHOU01\_1123

KNOW ALL MEN BY THESE PRESENTS: That the California Insurance Company, duly organized and existing under the laws of the State of California and having its principal office in the County of San Mateo, California, and Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, corporations duly organized and existing under the laws of the State of New Mexico and having their principal office in the County of Santa Fe, New Mexico does hereby nominate, constitute and appoint:

Ashley Britt, Barry K. McCord, David T. Miclette, Lucas Lomax, Nikole Jeannette, Rita G. Gulizo, Robert C. Davis, Stacey Bosley, Stacy Owens, Will Duke, Nancy Rios, Kathleen Cuckler, Aaron Hawley, Sandra Villegas

Its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee) provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

"Unlimited"

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company.

"RESOLVED, That the President, Senior Vice President, Vice President, Assisted Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney of the Company, qualifying the attorney or attorneys named in given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer the 16th day of August 2023.



California Insurance Company, Continental Indemnity Company,  
Illinois Insurance Company, Pennsylvania Insurance Company

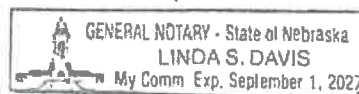
By

Jeffrey A. Silver, Secretary

STATE OF NEBRASKA  
COUNTY OF DOUGLAS SS:

On this 16th day of August A.D. 2023, before me a Notary Public of the State of Nebraska, in and for the County of Douglas, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Douglas, the day and year first above written.

  
(Notary Public)

I, the undersigned Officer of the California Insurance Company, a California Corporation of Foster City, California, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, New Mexico Corporations of Santa Fe, New Mexico, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 4th day of November 2025.



Jeffrey A. Silver, Secretary