

October 14, 2025



Waterville-Elysian-Morristown Schools  
ISD #2143  
500 East Paquin St.  
Waterville, MN 56096

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

Re: Waterville-Elysian-Morristown 2026 HVAC Renovations

ICS has reviewed the bids that were received on Thursday, October 9<sup>th</sup>, 2025, for the above-referenced project.

Our recommendation for award is as follows:

**Work Scope 1 – General Construction**

**Brennan Construction**

|                                                   |              |
|---------------------------------------------------|--------------|
| <b>BASE BID:</b>                                  | \$587,000.00 |
| Alternate No. 1 – Door Replacements (accepted)    | \$205,000.00 |
| Alternate No. 2 – Elementary Gym Floor (accepted) | \$115,000.00 |

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|              |                     |
|--------------|---------------------|
| <b>TOTAL</b> | <b>\$907,000.00</b> |
|--------------|---------------------|

**Work Scope 2 – Fire Suppression**

**Summit Fire Protection**

|                  |             |
|------------------|-------------|
| <b>BASE BID:</b> | \$59,470.00 |
|------------------|-------------|

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|              |                    |
|--------------|--------------------|
| <b>TOTAL</b> | <b>\$59,470.00</b> |
|--------------|--------------------|

**Work Scope 3 - Mechanical**

**Bauernfeind Goedtel**

|                  |                |
|------------------|----------------|
| <b>BASE BID:</b> | \$2,585,000.00 |
|------------------|----------------|

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|              |                       |
|--------------|-----------------------|
| <b>TOTAL</b> | <b>\$2,585,000.00</b> |
|--------------|-----------------------|

**Work Scope 4 - Electrical**

**R & K Electric, Inc.**

|                  |              |
|------------------|--------------|
| <b>BASE BID:</b> | \$195,100.00 |
|------------------|--------------|

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|              |                     |
|--------------|---------------------|
| <b>TOTAL</b> | <b>\$195,100.00</b> |
|--------------|---------------------|

Also, please note that on the Bid Form a unit price was requested from Contractors bidding the project. These unit prices, if accepted, are not taken into consideration when reviewing the Bids received and recommendation of award. Additionally, if used to modify the work noted, the change to the Contract would be noted and executed in a future Change Order.

ICS recommends that the School District enter into a contract with the above-mentioned contractors for a total bid amount of Three Million Seven Hundred Forty Six Thousand Five Hundred Seventy Dollars and Zero Cents (\$3,746,570.00).

Upon approval from the School Board, ICS will draft a contract reflecting these amounts to each of the respective Contractors.

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





Regards,

A handwritten signature in dark blue ink, reading 'Bryce Kinniry'. The signature is fluid and cursive, with the first name 'Bryce' and last name 'Kinniry' clearly distinguishable.

Bryce Kinniry  
Senior Project Manager



Waterville-Elysian-Morristown 2026 HVAC Renovations

OWNER: Waterville-Elysian-Morristown School District, ISD #2143

CONSTRUCTION MANAGER: ICS Consulting, Inc.

ARCHITECT: ISG Inc.

BID TABULATIONS

Thursday, October 9th

Work Scope 1 - General Construction

|                                                             | BIDDER                           | BIDDER                         | BIDDER                     | BIDDER         | BIDDER             | BIDDER           |
|-------------------------------------------------------------|----------------------------------|--------------------------------|----------------------------|----------------|--------------------|------------------|
|                                                             | Brennan Construction of MN, Inc. | Ebert, Inc dba Ebert Companies | Met-Con Construction, Inc. | JD Driver, LTD | The Joseph Company | Web Construction |
| BID SECURITY                                                | X                                | X                              | X                          | X              | X                  | X                |
| ADDENDA REC'D.                                              | X                                | X                              | X                          | X              | X                  | X                |
| BASE BID:                                                   | \$587,000.00                     | \$742,000.00                   | \$620,000.00               | \$785,000.00   | \$747,850.00       | \$823,096.00     |
| MN Responsible Contractor                                   | X                                | X                              | X                          | X              | X                  | X                |
| ALTERNATES:                                                 |                                  |                                |                            |                |                    |                  |
| Alt. No. 1: Door Replacements                               | \$205,000.00                     | \$215,000.00                   | \$184,000.00               | \$205,000.00   | \$178,300.00       | \$168,567.00     |
| Alt. No. 2: Elementary Gym Floor                            | \$115,000.00                     | \$160,000.00                   | \$128,000.00               | \$160,000.00   | \$113,500.00       | \$145,153.00     |
|                                                             |                                  |                                |                            |                |                    |                  |
| UNIT PRICES:                                                |                                  |                                |                            |                |                    |                  |
| Unit Price No. 1: Existing Gypsum Board Patch and Repair/SF | \$8.00                           | \$14.00                        | \$8.80                     | \$20.00        | \$10.00            | \$9.36           |
| Unit Price No. 2: Paint Walls/SF                            | \$2.20                           | \$1.90                         | \$2.42                     | \$3.00         | \$2.50             | \$2.58           |
| Unit Price No. 3: Plaster Patching/SF                       | \$40.00                          | \$20.00                        | \$44.00                    | \$50.00        | \$50.00            | \$46.80          |

Waterville-Elysian-Morristown 2026 HVAC Renovations

OWNER: Waterville-Elysian-Morristown School District, ISD #2143

CONSTRUCTION MANAGER: ICS Consulting, Inc.

ARCHITECT: ISG Inc.

BID TABULATIONS

Thursday, October 9th

Work Scope 2 - Fire Suppression

|                                                             | BIDDER                 | BIDDER                  | BIDDER | BIDDER | BIDDER |
|-------------------------------------------------------------|------------------------|-------------------------|--------|--------|--------|
|                                                             | Summit Fire Protection | Olympic Fire Protection |        |        |        |
| BID SECURITY                                                | X                      | X                       |        |        |        |
| ADDENDA REC'D.                                              | X                      | X                       |        |        |        |
| BASE BID:                                                   | \$59,470.00            | \$134,300.00            |        |        |        |
| MN Responsible Contractor                                   | X                      | X                       |        |        |        |
| ALTERNATES:                                                 |                        |                         |        |        |        |
| Alt. No. 1: Door Replacements                               | N/A                    | N/A                     |        |        |        |
| Alt. No. 2: Elementary Gym Floor                            | N/A                    | N/A                     |        |        |        |
|                                                             |                        |                         |        |        |        |
| UNIT PRICES:                                                |                        |                         |        |        |        |
| Unit Price No. 1: Existing Gypsum Board Patch and Repair/SF | N/A                    | N/A                     |        |        |        |
| Unit Price No. 2: Paint Walls/SF                            | N/A                    | N/A                     |        |        |        |
| Unit Price No. 3: Plaster Patching/SF                       | N/A                    | N/A                     |        |        |        |

Waterville-Elysian-Morristown 2026 HVAC Renovations  
OWNER: Waterville-Elysian-Morristown School District, ISD #2143  
CONSTRUCTION MANAGER: ICS Consulting, Inc.  
ARCHITECT: ISG Inc.

BID TABULATIONS

Thursday, October 9th

Work Scope 3 - Mechanical

|                                                             | BIDDER                                     | BIDDER                | BIDDER                | BIDDER | BIDDER |
|-------------------------------------------------------------|--------------------------------------------|-----------------------|-----------------------|--------|--------|
|                                                             | Gemini 26 Inc., dba Bauernfeing<br>Goedtel | Chappell Central, Inc | Owens Companies, Inc. |        |        |
| BID SECURITY                                                | X                                          | X                     | X                     |        |        |
| ADDENDA REC'D.                                              | X                                          | X                     | X                     |        |        |
| BASE BID:                                                   | \$2,585,000.00                             | \$2,628,000.00        | \$3,172,000.00        |        |        |
| MN Responsible Contractor                                   | X                                          | X                     | X                     |        |        |
| ALTERNATES:                                                 |                                            |                       |                       |        |        |
| Alt. No. 1: Door Replacements                               | N/A                                        | N/A                   | N/A                   |        |        |
| Alt. No. 2: Elementary Gym Floor                            | N/A                                        | N/A                   | N/A                   |        |        |
|                                                             |                                            |                       |                       |        |        |
| UNIT PRICES:                                                |                                            |                       |                       |        |        |
| Unit Price No. 1: Existing Gypsum Board Patch and Repair/SF | N/A                                        | N/A                   | N/A                   |        |        |
| Unit Price No. 2: Paint Walls/SF                            | N/A                                        | N/A                   | N/A                   |        |        |
| Unit Price No. 3: Plaster Patching/SF                       | N/A                                        | N/A                   | N/A                   |        |        |
|                                                             |                                            |                       |                       |        |        |

Waterville-Elysian-Morristown 2026 HVAC Renovations

OWNER: Waterville-Elysian-Morristown School District, ISD #2143  
CONSTRUCTION MANAGER: ICS Consulting, Inc.  
ARCHITECT: ISG Inc.

BID TABULATIONS  
Thursday, October 9th  
Work Scope 4 - Electrical

|                                                             | BIDDER               | BIDDER             | BIDDER               | BIDDER         | BIDDER |
|-------------------------------------------------------------|----------------------|--------------------|----------------------|----------------|--------|
|                                                             | R & K Electric, Inc. | BLK Electric, Inc. | Dynamic Electric LLC | Muska Electric |        |
| BID SECURITY                                                | X                    | X                  | X                    | X              |        |
| ADDENDA REC'D.                                              | X                    | X                  | X                    | X              |        |
| BASE BID:                                                   | \$195,100.00         | \$284,500.00       | \$487,000.00         | \$279,925.00   |        |
| MN Responsible Contractor                                   | X                    | X                  | X                    | X              |        |
| ALTERNATES:                                                 |                      |                    |                      |                |        |
| Alt. No. 1: Door Replacements                               | N/A                  | N/A                | N/A                  | N/A            |        |
| Alt. No. 2: Elementary Gym Floor                            | N/A                  | N/A                | N/A                  | N/A            |        |
|                                                             |                      |                    |                      |                |        |
| UNIT PRICES:                                                |                      |                    |                      |                |        |
| Unit Price No. 1: Existing Gypsum Board Patch and Repair/SF | N/A                  | N/A                | N/A                  | N/A            |        |
| Unit Price No. 2: Paint Walls/SF                            | N/A                  | N/A                | N/A                  | N/A            |        |
| Unit Price No. 3: Plaster Patching/SF                       | N/A                  | N/A                | N/A                  | N/A            |        |
|                                                             |                      |                    |                      |                |        |

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Waterville-Elysian-Morristown Schools  
500 East Paquin St.  
Waterville, MN, 56096

BID FROM: Brennan Construction of MN, Inc.  
3255 Garfield Avenue, Suite 200  
Minneapolis, MN 55408

In accordance with the Advertisement for Bids and the proposed construction documents prepared by ISG Inc, 115 E Hickory Street, Suite 300, Mankato, MN, 56001 and dated June 20, 2025 relating to the construction of **Waterville-Elysian-Morristown 2026 HVAC Renovations** 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: General Construction**

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

\$ five hundred eighty seven thousand dollars \$ 587,000

2. **Work Scope #2: Fire Suppression**

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

\$ No bid \$

3. **Work Scope #3: Mechanical**

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

\$ No bid \$

4. **Work Scope #4: Electrical**

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

\$ No bid \$

**UNIT PRICES:**

**Unit Price No. 1:** Existing Gypsum Board Patch and Repair Square Foot

\$ eight dollars \$ 8.00

**Unit Price No. 2:** Paint Walls – Cost per Square Foot

\$ two dollars twenty cents \$ 2.20

**Unit Price No. 3:** Plaster Patching – Cost per Square Foot

\$ forty dollars \$ 40.00

**Alternates**

**Alternate No. 1:** Door Replacements as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ two hundred five thousand \$ 205,000

**Alternate No. 2:** Elementary Gym Floor described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ one hundred fifteen thousand \$ 115,000

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

Addenda No. 1 Dated 9/12/25 Addenda No. 3 Dated 10/3/25

Addenda No. 2 Dated 9/23/25 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: 3255 Garfield Avenue, Suite 200

City: Minneapolis State: MN Zip: 55408

Phone Number: 507-625-5417 Fax Number: 507-625-4805

Name (typed or printed): Mark Landgraf

Signature: 

Title: Chief Financial Officer

Date: October 9, 2025

**END OF SECTION 00 41 13**



# AIA Document A310™ – 2010

Bond No. AC0000310

## Bid Bond

### CONTRACTOR:

*(Name, legal status and address)*

Brennan Construction Of Minnesota, Inc.

3255 Garfield Ave

Suite 200

Minneapolis, MN 55408

### 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.

Frankenmuth Insurance Company

One Mutual Avenue

Frankenmuth, MI 48787

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

### OWNER:

*(Name, legal status and address)*

ISD#2143-Waterville-Elysian-Morristown

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

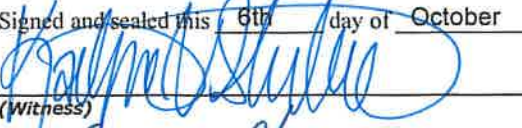
**PROJECT:** Waterville-Elysian-Morristown 2026 HVAC Renovations - Indoor Air Quality renovation work along with a few architectural and interior finish updates.  
*(Name, location or address, and Project number, if any)*

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 6th day of October, 2025

  
(Witness)

  
(Witness)

Brennan Construction Of Minnesota, Inc.

(Principal)

(Seal)

(Title) Mark Landgraff, Chief Financial Officer

Frankenmuth Insurance Company

(Surety)

(Seal)

(Title) Attorney-in-Fact Troy A. Staples

**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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081110

## 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 \_\_\_\_\_ )

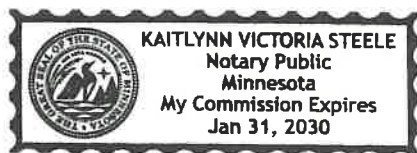
On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally come(s) \_\_\_\_\_, a member of the co-partnership of \_\_\_\_\_, to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same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

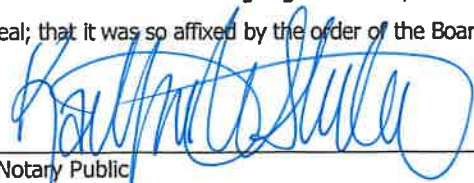
\_\_\_\_\_  
Notary Public

## ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of Minnesota )  
County of Blue Earth )

On this 9th day of October, in the year 2025, before me personally come(s) Mark Landgraff, to me known, who, being duly sworn, deposes and says that he/she is the Chief Financial Officer of the Brennan Construction of MN, Inc. the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.



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

## ACKNOWLEDGMENT OF SURETY

State of Minnesota )  
County of Dakota )

On this 6th day of October, in the year 2025, before me personally come(s) Troy A. Staples, Attorney(s)-in-Fact of Frankenmuth Insurance Company with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Frankenmuth Insurance Company company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.



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

# FRANKENMUTH INSURANCE COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Zachary Pate, Troy A. Staples, Jennifer M. Boyles

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Insurance Company:

"RESOLVED, that the President, Senior Vice President or Vice President and each of them under their respective designations, 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 of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 17 day of November, 2023.



STATE OF MICHIGAN )  
COUNTY OF SAGINAW ) ss:

Frankenmuth Insurance Company

By

Andrew H. Knudsen

President, Chief Operating Officer and Secretary

Sworn to before me, a Notary Public in the State of Michigan, by Andrew H. Knudsen, to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 17 day of November, 2023.

Susan L. Fresorger

(Seal)

Susan L. Fresorger, Notary Public  
Saginaw County, State of Michigan  
My Commission Expires: April 3, 2028

I, the undersigned, Chief Executive Officer of Frankenmuth Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 6th day of October, 2025.

Frederick A. Edmond, Jr.

Frederick A. Edmond, Jr.  
Chief Executive Officer

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO VP  
SURETY, 701 U.S. ROUTE ONE, SUITE 1, YARMOUTH, ME 04096

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Waterville-Elysian-Morristown Schools  
500 East Paquin St.  
Waterville, MN, 56096

BID FROM: Ebert, Inc. dba: Ebert Companies  
23350 County Road 10, Corcoran, MN 55357  
763-498-7844

In accordance with the Advertisement for Bids and the proposed construction documents prepared by ISG Inc, 115 E Hickory Street, Suite 300, Mankato, MN, 56001 and dated June 20, 2025 relating to the construction of **Waterville-Elysian-Morristown 2026 HVAC Renovations** 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: General Construction

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

\$ Seven hundred forty two thousand and zero cents

\$ 742,000.00

~~2. Work Scope #2: Fire Suppression~~

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

~~\$ \_\_\_\_\_~~

~~\$ \_\_\_\_\_~~

3. Work Scope #3: Mechanical

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

\$ \_\_\_\_\_

\$ \_\_\_\_\_

~~4. Work Scope #4: Electrical~~

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

~~\$ \_\_\_\_\_~~

~~\$ \_\_\_\_\_~~

**UNIT PRICES:**

**Unit Price No. 1: Existing Gypsum Board Patch and Repair Square Foot**

\$ Fourteen dollars and 00/100 per sf

\$14.00/sf

**Unit Price No. 2: Paint Walls – Cost per Square Foot**

\$ One dollar and ninety cents per sf

\$1.90/sf

**Unit Price No. 3: Plaster Patching – Cost per Square Foot**

\$ Twenty dollars and zero cents per sf

\$20.00/sf

**Alternates**

**Alternate No. 1:** Door Replacements as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ Two hundred fifteen thousand and zero cents

\$215,000.00

**Alternate No. 2:** Elementary Gym Floor described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ one hundred sixty thousand and zero cents

\$160,000.00

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

Addenda No. 1 Dated 9/12/25 Addenda No. 3 Dated 10/3/25

Addenda No. 2 Dated 9/23/25 Addenda No.        Dated

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

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

Street Address: 23350 County Road 10

City: Corcoran State: MN Zip: 55357

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

Name (typed or printed): Markus Ebert

Signature: 

Title: Vice President/Secretary

Date: 10/9/25

**END OF SECTION 00 41 13**

SECTION 00 41 15

MN RESPONSIBLE CONTRACTOR COMPLIANCE AFFIDAVIT

The undersigned, the Owner or Officer of Ebert Inc dba Ebert Companies (Prime or Sub-Contractor Name) verify under oath that as a contractor I am in compliance with the following minimum criteria per Minnesota Statute 16C.285 Subd. 3:

1. The contractor:
  - i. Is in compliance with workers' compensation and unemployment insurance requirements;
  - ii. Is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees;
  - iii. Has a valid federal tax identification number or a valid Social Security number if an individual; and
  - iv. Has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative;
2. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:
  - i. Repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period;
  - ii. Has been issued an order to comply by the commissioner of labor and industry that has become final;
  - iii. Has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
  - iv. Has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
  - v. Has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
  - vi. Has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction.

Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;

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

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

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

CONTRACTOR OR SUBCONTRACTOR

Ebert Inc dba Ebert Companies

By:  Markus Ebert  
Its: Vice President/Secretary

STATE OF Minnesota )  
 )SS.  
COUNTY OF Hennepin )

Sworn to and subscribed to before me this 9th day of October, 2025.

Notary Public, Wright County, State of Minnesota

My Commission Expires: January 31, 2027

END OF SECTION 00 41 15



**MERCHANTS**  
**BONDING COMPANY™**

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

**Bid Bond**

**CONTRACTOR:**

(Name, legal status and address)

Ebert, Inc. dba Ebert Construction

23350 County Road 10

Corcoran, MN 55357

**OWNER:**

(Name, legal status and address)

Waterville-Elysian-Morristown ISD #2143

500 East Paquin Street

Waterville, MN 56096

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

**PROJECT:**

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

WEM 2026 HVAC Renovations Phase II

**SURETY:**

(Name, legal status and principal place  
of business)

Merchants Bonding Company (Mutual)

A Corporation

6700 Westown Parkway, West Des Moines, IA 50266

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

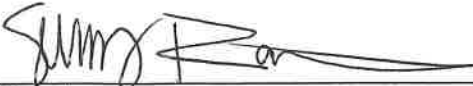
Any singular reference to  
Contractor, Surety, Owner or  
other party shall be considered  
plural where applicable.

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

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

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

Signed and sealed this                      2nd                      day of                      October                      2025

  
(Witness)

Ebert, Inc. dba Ebert Construction

(Principal)

(Seal)

(Title) Markus Ross Ebert, Vice President & Secretary

  
(Witness)

Merchants Bonding Company (Mutual)

(Surety)

(Seal)

(Title) Chase Stoneback, Attorney-in-Fact

CON 0657 (2/15)

Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A310-Bid Bond-2010

ACKNOWLEDGMENT OF INDIVIDUAL

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

ACKNOWLEDGMENT OF PRINCIPAL

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

Notary Seal

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

ACKNOWLEDGMENT OF PARTNERSHIP

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

ACKNOWLEDGMENT OF PRINCIPAL

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

Notary Seal

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

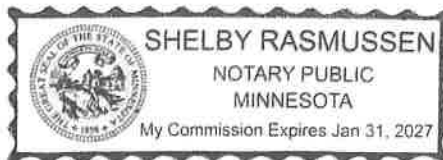
ACKNOWLEDGMENT OF CORPORATION

State of Minnesota )  
County of Hennepin ) ss.

ACKNOWLEDGMENT OF PRINCIPAL

On this 2nd day of October, 2025 before me personally appeared Markus Ross Ebert, who acknowledged that he or she is the Vice President & of a corporation whose name is subscribed on this bond form, and that, as a corporate officer, he or she is authorized to execute the bond for the purposes therein contained.

Notary Seal



[Signature]  
Notary Public

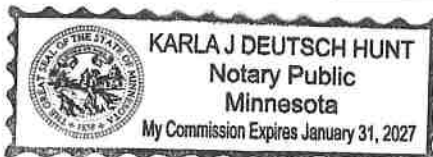
ACKNOWLEDGMENT OF SURETY

State of Minnesota )  
County of Hennepin ) ss.

ACKNOWLEDGMENT OF SURETY

On this 2nd day of October, 2025 before me personally appeared Chase Stoneback, who acknowledged that he or she is the attorney in fact who is authorized on behalf of Attorney-in-Fact corporation, on the behalf of the corporation.

Notary Seal



[Signature]  
Notary Public

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

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Aileen Geving; Chase Stoneback; Christine Scott; Christopher James; Christopher K Hovden; Danielle Hernandez; Dee Ann Briegel; James Erickson; Janet L Roth; John C Klein; Jonathan Lucas; Karla Deutsch Hunt; Kerri Hatton-Rudnik; Kim Neary; Kristin B Schiferl; Larry Sumbs; Lynn M Dvergsten; Rita Carlson; Stephen M Klein; Stewart Yoo

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

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 16th day of July, 2025



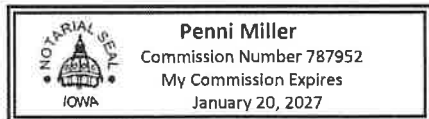
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
MERCHANTS NATIONAL INDEMNITY COMPANY

By

*Larry Taylor*

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 16th day of July, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



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

*Penni Miller*

Notary Public

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 2nd day of October, 2025



*Elisabeth Sandersfeld*

Secretary

**WORKFORCE**  
**CERTIFICATE OF COMPLIANCE**

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

Certificate start date: **3/23/2022**

Certificate expiration date: **3/22/2026**

**Minnesota Department of Human Rights**

**FOR THE DEPARTMENT BY:**

A handwritten signature in black ink, appearing to read 'R. Lucero', is written over a horizontal line.

Rebecca Lucero, Commissioner

AN EQUAL OPPORTUNITY EMPLOYER

540 Fairview Ave N, Suite 201 • St. Paul, MN 55104 • Tel 651.539.1100  
MN Relay 711 or 1.800.627.3529 • Toll Free 1.800.657.3704 • [mn.gov/mdhr](http://mn.gov/mdhr)

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

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

Certificate start date: **July 26, 2022**

Certificate expiration date: **July 25, 2026**

**Minnesota Department of Human Rights**

**FOR THE DEPARTMENT BY:**

A handwritten signature in black ink, appearing to read 'R. Lucero', is written over a faint horizontal line.

Rebecca Lucero, Commissioner

**AN EQUAL OPPORTUNITY EMPLOYER**

540 Fairview Ave N, Suite 201 • St. Paul, MN 55104 • Tel 651.539.1100  
MN Relay 711 or 1.800.627.3529 • Toll Free 1.800.657.3704 • [mn.gov/mdhr](http://mn.gov/mdhr)

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Waterville-Elysian-Morristown Schools  
500 East Paquin St.  
Waterville, MN, 56096

BID FROM: Met-Con Construction, Inc.  
15760 Acorn Trail  
Faribault, MN 55021

In accordance with the Advertisement for Bids and the proposed construction documents prepared by ISG Inc, 115 E Hickory Street, Suite 300, Mankato, MN, 56001 and dated June 20, 2025 relating to the construction of **Waterville-Elysian-Morristown 2026 HVAC Renovations** 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: General Construction**

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

\$ Six hundred + twenty thousand

\$620,000.00

**2. Work Scope #2: Fire Suppression**

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

\$ \_\_\_\_\_

\$

**3. Work Scope #3: Mechanical**

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

\$ \_\_\_\_\_

\$

4. Work Scope #4: Electrical

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

\$ \_\_\_\_\_

\$

**UNIT PRICES:**

Unit Price No. 1: Existing Gypsum Board Patch and Repair Square Foot

\$ eight dollars + eighty cents

\$8.80

Unit Price No. 2: Paint Walls – Cost per Square Foot

\$ two dollars + forty-two cents

\$2.42

Unit Price No. 3: Plaster Patching – Cost per Square Foot

\$ forty-four dollars

\$44.00

**Alternates**

**Alternate No. 1:** Door Replacements as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ one hundred + eighty-four thousand

\$184,000.00

**Alternate No. 2:** Elementary Gym Floor described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ one hundred + twenty-eight thousand

\$128,000.00

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

Addenda No. 1 Dated 9/12/2025 Addenda No. 3 Dated 10/03/2025

Addenda No. 2 Dated 9/23/2025 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: 15760 Acorn Trail

City: Faribault State: MN Zip: 55021

Phone Number: (507) 332-2266 Fax Number: (507) 332-8742

Name (typed or printed): Randy McDonough

Signature: 

Title: President

Date: 10/09/2025

END OF SECTION 00 41 13



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

## Bid Bond

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

**Met-Con Construction, Inc.**  
**15760 Acorn Trail**  
**Faribault, MN 55021**

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

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

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

**ISD #2143- WEM Schools**  
**500 East Paquin Street**  
**Waterville, MN 56096**

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

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

**Waterville-Elysian-Morristown 2026 HVAC Renovations**  
**500 East Paquin Street**  
**Waterville MN 56096**

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

Signed and sealed this **9th** day of **October, 2025**

  
(Witness)

  
(Witness)

**Met-Con Construction, Inc.**

(Principal)

(Seal)

  
(Title) Randy McDonough, President

**United Fire & Casualty Company**

(Surety)

(Title)

  
**Jeffrey Settem**  
Attorney-in-Fact

(Seal)

INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT

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

ss

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

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

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

(Notary Seal)

CORPORATE ACKNOWLEDGMENT

STATE OF Minnesota

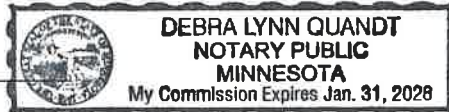
ss

COUNTY OF Rice

On the **9th** day of **October, 2025**, before me personally appeared Randy McDonough to me known, who being by me duly sworn, did say that he/she is the President of **Met-Con Construction, Inc.**, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he/she signed his/her name thereto by like order

(Notary Seal)

*Debra Quandt*



ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA

ss

COUNTY OF **Hennepin**

On the **9th** day of **October, 2025**, before me personally appeared **Jeffrey Settem** to me known, who being duly sworn, did say that he/she is the aforesaid officer or attorney-in-fact of the **United Fire & Casualty Company** a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

(Notary Seal)

*Laura K Wilde*





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

MARILYN HENTGES, KATIE RANDOLPH, KELLY PRESTON, JANE THOMPSON, BARB MICHAELS, LINDA JACKSON, ALAN STARKS, JEFFREY SETTEM, MELISSA M NORDIN, NAME ALEMDAR, TYLER GERADS, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted 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 of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 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.

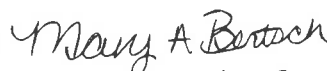


  
 Notary Public  
 My commission expires: 10/26/2025

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 9th day of October, 2025



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

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Waterville-Elysian-Morristown Schools  
500 East Paquin St.  
Waterville, MN, 56096

BID FROM: JD Driver, Ltd  
201 1<sup>st</sup> St NE, PO Box 162  
Rose Creek, MN 55970

In accordance with the Advertisement for Bids and the proposed construction documents prepared by ISG Inc, 115 E Hickory Street, Suite 300, Mankato, MN, 56001 and dated June 20, 2025 relating to the construction of **Waterville-Elysian-Morristown 2026 HVAC Renovations** 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: General Construction

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

\$ Seven hundred eighty five thousand

\$ 785,000<sup>00</sup>

2. Work Scope #2: Fire Suppression

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

\$ NA

\$ NA

3. Work Scope #3: Mechanical

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

\$ NA

\$ NA

4. Work Scope #4: Electrical

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

\$ NA

\$ NA

UNIT PRICES:

Unit Price No. 1: Existing Gypsum Board Patch and Repair Square Foot

\$ Twenty dollars

\$ 20<sup>00</sup>

Unit Price No. 2: Paint Walls – Cost per Square Foot

\$ Three dollars

\$ 3<sup>00</sup>

Unit Price No. 3: Plaster Patching – Cost per Square Foot

\$ Fifty dollars

\$ 50<sup>00</sup>

Alternates

Alternate No. 1: Door Replacements as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ Two hundred five thousand

\$ 205,000<sup>00</sup>

Alternate No. 2: Elementary Gym Floor described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ One hundred sixty thousand

\$ 160,000<sup>00</sup>

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

Addenda No. 1 Dated 09.12.2025 Addenda No. 3 Dated 10.03.2025

Addenda No. 2 Dated 09.23.2025 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: 201 1<sup>st</sup> St NE

City: Rose Creek State: MN Zip: 55970

Phone Number: 507-437-6050 Fax Number: NA

Name (typed or printed): Dean Bendtsen

Signature: 

Title: President

Date: 10-09-2025

END OF SECTION 00 41 13

# AIA® Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)  
JD Driver, Ltd.

201 1st St NE  
Rose Creek, MN 55970

**OWNER:**

(Name, legal status and address)

Waterville-Elysian-Morristown Schools - ISD #2143  
500 East Paquin Street  
Waterville, MN 56096

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

**PROJECT:**

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

**Waterville-Elysian-Morristown 2026 HVAC Renovations Phase II**

**SURETY:**

(Name, legal status and principal place  
of business)

**Hudson Insurance Company**  
100 William Street, 5th Floor  
New York, NY 10038

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

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

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

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

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

Signed and sealed this 9th day of October 2025  
JD Driver, Ltd.

(Witness)

(Principal)

(Seal)

(Title)

**PRESIDENT**

**Hudson Insurance Company**

(Surety)

(Seal)

(Title) **Thomas O. Chambers, Attorney-in-Fact**

Init.

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## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

**Thomas O. Chambers, Todd Schaap**  
of the State of Wisconsin

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **Twenty Five Million Dollars (\$25,000,000.00)**.

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 15th day of November, 20 24 at New York, New York.



(Corporate seal)

Attest: Dina Daskalakis  
Dina Daskalakis No. 01MU6067553  
Corporate Secretary

HUDSON INSURANCE COMPANY

By: Andrew A. Dickson  
Andrew A. Dickson  
Senior Vice President

STATE OF NEW YORK  
COUNTY OF NEW YORK SS.

On the 15th day of November, 20 24 before me personally came Andrew A. Dickson to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



Ann M. Murphy  
ANN M. MURPHY  
Notary Public, State of New York  
No. 01MU6067553  
Qualified in Nassau County  
Commission Expires December 10, 2025

## CERTIFICATION

STATE OF NEW YORK  
COUNTY OF NEW YORK SS.

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27<sup>th</sup>, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 9th day of October, 2025.

(Corporate seal)



By: Dina Daskalakis  
Dina Daskalakis, Corporate Secretary

STATE OF WISCONSIN )

COUNTY OF **Racine** )

ON THIS 9th day of October, 2025,

before me, a notary public, within and for said County and State, personally appeared \_\_\_\_  
Thomas O. Chambers to me personally known, who being duly sworn,  
upon oath did say that he is the Attorney-in-Fact of and for the \_\_\_\_\_  
Hudson Insurance Company, a corporation  
of Delaware, created, organized and existing under and  
by virtue of the laws of the State of Delaware; that the corporate seal  
affixed to the foregoing within instrument is the seal of the said Company; that the seal  
was affixed and the said instrument was executed by authority of its Board of Directors;  
and the said Thomas O. Chambers did acknowledge that he/she  
executed the said instrument as the free act and deed of said Company.



**Marlo Cripelan**

Notary Public, **Racine** County, Wisconsin

My Commission Expires **6/13/2028**



## SECTION 00 41 13

## BID FORM

## PROPOSAL BID FORM

BID TO: Waterville-Elysian-Morristown Schools  
500 East Paquin St.  
Waterville, MN, 56096

BID FROM: THE JOSEPH COMPANY INC

2003 14TH STREET NE #106

AUSTIN MN 55912

In accordance with the Advertisement for Bids and the proposed construction documents prepared by ISG Inc, 115 E Hickory Street, Suite 300, Mankato, MN, 56001 and dated June 20, 2025 relating to the construction of Waterville-Elysian-Morristown 2026 HVAC Renovations 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: General Construction

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

\$ SEVEN HUNDRED FORTY SEVEN THOUSAND \$ 747,850  
EIGHT HUNDRED FIFTY + NO/10  
DOLLARS

## 2. Work Scope #2: Fire Suppression

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

\$ NOT APPLICABLE \$ N/A

## 3. Work Scope #3: Mechanical

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

\$ NOT APPLICABLE \$ N/A

4. **Work Scope #4: Electrical**

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

\$ NOT APPLICABLE

\$ N/A

**UNIT PRICES:**

Unit Price No. 1: Existing Gypsum Board Patch and Repair Square Foot

\$ TEN DOLLARS + NO/100

\$ 10.00

Unit Price No. 2: Paint Walls - Cost per Square Foot

\$ TWO DOLLARS + 50/100

\$ 2.50

Unit Price No. 3: Plaster Patching - Cost per Square Foot

\$ FIFTY DOLLARS + NO/100

\$ 50.00

**Alternates:**

Alternate No. 1: Door Replacements as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ ONE HUNDRED SEVENTY EIGHT  
THOUSAND THREE HUNDRED + NO/100

\$ 178,300

Alternate No. 2: Elementary Gym Floor described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ ONE HUNDRED THIRTEEN  
THOUSAND FIVE HUNDRED + NO/100

\$ 113,500

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

Addenda No. 1 Dated 9-12-25 Addenda No. 3 Dated 10-3-25

Addenda No. 2 Dated 9-23-25 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.

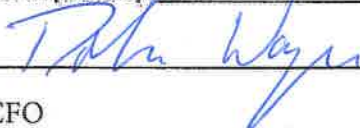
**Bid Acceptance:** If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance 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: 2003 14TH STREET NE #106

City: AUSTIN State: MN Zip: 55912

Phone Number: 507-437-3284 Fax Number: 507-437-7093

Name (typed or printed): DOLAN WAGNER

Signature: 

Title: CFO

Date: 10-9-25

END OF SECTION 00 41 13

MN Tax ID: 7154134

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

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)  
The Joseph Company, Inc.

2003 - 14th Street N.E., Ste #106  
Austin, MN 55912

### OWNER:

(Name, legal status and address)  
Waterville-Elysian-Morristown School District  
500 E. Paquin Street  
Waterville, MN 56096

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

### PROJECT:

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

WS1 - General Construction in connection with 2026 HVAC Renovations Phase II, Project No. 24-31343; Waterville, MN

### SURETY:

(Name, legal status and principal place  
of business)

Western Surety Company  
151 N Franklin St.  
Chicago, IL 60606

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

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

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

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

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

Signed and sealed this 26th day of September, 2025

  
(Witness)

  
(Witness) Melinda C. Blodgett, Witness as to Surety

The Joseph Company, Inc.  
(Principal)

(Title) Dolan Wagner, CFO

Western Surety Company  
(Surety)

(Title) Nathan Weaver, Attorney-in-Fact

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

Init.

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061110



## ACKNOWLEDGEMENT OF PRINCIPAL

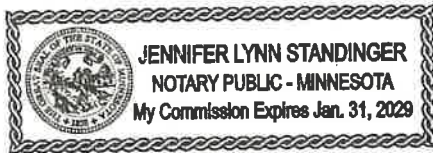
STATE OF Minnesota )

COUNTY OF Mower )

On this 29th day of September, in the year 2025, before me personally  
appeared Dolan Wagner,  
\_\_\_\_\_ of

The Joseph Company, Inc., known to me to be  
the person whose name is subscribed to the instrument, and acknowledge that he/she executed the same.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in  
this certificate first above written.



Jennifer Lynn Standinger, Notary Public

My Commission Expires: Jan 31, 2029

## ACKNOWLEDGEMENT OF SURETY

STATE OF Minnesota )

COUNTY OF Hennepin )

On this 26th day of September, in the year 2025, before me personally come(s)  
Nathan Weaver, Attorney-in-Fact of  
Western Surety Company, with whom  
I am personally acquainted, and who, being by me duly sworn, says that he/she is the Attorney-in-Fact of  
Western Surety Company, the company described in and  
which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the 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-in-Fact of the said Company by like order.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in  
this certificate first above written.



Melinda C. Blodgett, Notary Public

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

**R. W. Frank, Nicole Stillings, Joshua R. Loftis, Ted Jorgensen, Sandra M. Engstrum, Melinda C. Blodgett, Brian J. Oestreich, Nathan Weaver, Michelle Morrison, Austin Muehlschegal, Joseph Cardinal, Kristine M. Becks, Ryan-Olivia E. Lundy, R. C. Bowman, C. White, Individually**

of Saint Louis Park, 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 5th day of June, 2025.



WESTERN SURETY COMPANY

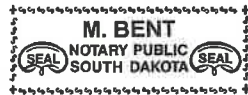
Larry Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 5th day of June, 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 26th day of September, 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 / Oblgee Services > Validate Bond Coverage, if you want to verify bond authenticity.

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Waterville-Elysian-Morristown Schools  
500 East Paquin St.  
Waterville, MN, 56096

BID FROM: WEB CONSTRUCTION  
320 ST. ANDREWS DRIVE STE 100  
WANKATO, MN 56001

In accordance with the Advertisement for Bids and the proposed construction documents prepared by ISG Inc, 115 E Hickory Street, Suite 300, Mankato, MN, 56001 and dated June 20, 2025 relating to the construction of **Waterville-Elysian-Morristown 2026 HVAC Renovations** 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: General Construction

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

\$ EIGHT HUNDRED TWENTY THREE THOUSAND AND NINETY SIX DOLLARS

\$ 823,096

2. Work Scope #2: Fire Suppression

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

\$ \_\_\_\_\_

\$ N/A

3. Work Scope #3: Mechanical

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

\$ \_\_\_\_\_

\$ N/A

4. Work Scope #4: Electrical

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

\$ \_\_\_\_\_

\$ N/A

UNIT PRICES:

Unit Price No. 1: Existing Gypsum Board Patch and Repair Square Foot

\$ 9.36

\$ 9.36

Unit Price No. 2: Paint Walls – Cost per Square Foot

\$ 2.58

\$ 2.58

Unit Price No. 3: Plaster Patching – Cost per Square Foot

\$ 46.80

\$ 46.80

Alternates

Alternate No. 1: Door Replacements as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ ONE HUNDRED SIXTY EIGHT FIVE HUNDRED SIXTY SEVEN.

\$ 168,567.<sup>00</sup>

Alternate No. 2: Elementary Gym Floor described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ ONE HUNDRED FORTY FIVE THOUSAND ONE HUNDRED FIFTY THREE.

\$ 145,153.<sup>00</sup>

**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. 3 Dated 10/3/25 Addenda No. 2 Dated 9/23/05

Addenda No. 1 Dated 9/1/25 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: 320 ST. ANDREWS DRIVE STE 100

City: MANIKATO State: MN Zip: 56065

Phone Number: 507-810-9144 Fax Number: \_\_\_\_\_

Name (typed or printed): Joshua Williams

Signature: 

Title: CEO/President

Date: 10/9/25

END OF SECTION 00 41 13

# AIA® Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)  
Web Construction, Inc.

320 Saint Andrews Drive, Suite 100  
Mankato, MN 56001

**OWNER:**

(Name, legal status and address)

Waterville-Elysian-Morristown Schools, District #2143

500 East Paquin Street

Waterville, MN 56096

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

**SURETY:**

(Name, legal status and principal place  
of business)

Merchants Bonding Company (Mutual)

6700 Westown Parkway

West Des Moines, IA 50266

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

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

**PROJECT:**

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

WEM 2026 HVAC Renovation Phase II

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

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

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

Signed and sealed this 8th day of October 2025

Web Construction, Inc.

(Principal)

(Title)

Merchants Bonding Company (Mutual)

(Surety)

(Title) Thomas O. Chambers, Attorney-in-Fact

(Witness)

(Witness)

(Seal)

(Seal)

Init.

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# MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, Individually,

David J Rudnik; Eric Olson; Kimberly Rasch; Thomas O Chambers; Todd Schaap

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

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of June, 2025.



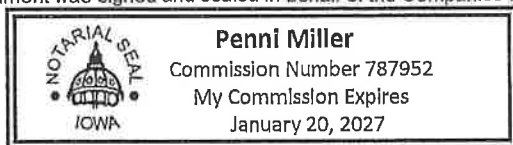
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
MERCHANTS NATIONAL INDEMNITY COMPANY

By

President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 2nd day of June, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 8th day of October, 2025.



Secretary

POA 0018 (5/25)

STATE OF WISCONSIN )

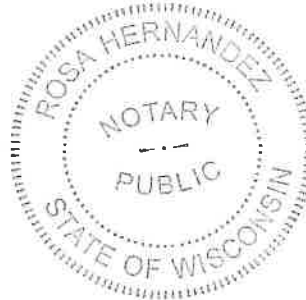
COUNTY OF **Milwaukee** )

ON THIS 8th day of October, 2025,  
before me, a notary public, within and for said County and State, personally appeared \_\_\_\_  
Thomas O. Chambers to me personally known, who being duly sworn,  
upon oath did say that he is the Attorney-in-Fact of and for the \_\_\_\_\_  
Merchants Bonding Company (Mutual), a corporation  
of Iowa, created, organized and existing under and  
by virtue of the laws of the State of Iowa; that the corporate seal  
affixed to the foregoing within instrument is the seal of the said Company; that the seal  
was affixed and the said instrument was executed by authority of its Board of Directors;  
and the said Thomas O. Chambers did acknowledge that he/she  
executed the said instrument as the free act and deed of said Company.



**Rosa Hernandez**

Notary Public, Milwaukee County, Wisconsin  
My Commission Expires 1/22/2027



SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Waterville-Elysian-Morristown Schools  
500 East Paquin St.  
Waterville, MN, 56096

BID FROM: Summit Fire Protection  
\_\_\_\_\_  
\_\_\_\_\_

In accordance with the Advertisement for Bids and the proposed construction documents prepared by ISG Inc, 115 E Hickory Street, Suite 300, Mankato, MN, 56001 and dated June 20, 2025 relating to the construction of **Waterville-Elysian-Morristown 2026 HVAC Renovations** 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: General Construction

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

\$ N/A

\$ N/A

2. Work Scope #2: Fire Suppression

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

\$ fifty-nine thousand four hundred seventy

\$ 59,470.00

3. Work Scope #3: Mechanical

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

\$ N/A

\$ N/A

**4. Work Scope #4: Electrical**

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

\$ N/A

\$ N/A

**UNIT PRICES:**

**Unit Price No. 1: Existing Gypsum Board Patch and Repair Square Foot**

\$ N/A

\$ N/A

**Unit Price No. 2: Paint Walls – Cost per Square Foot**

\$ N/A

\$ N/A

**Unit Price No. 3: Plaster Patching – Cost per Square Foot**

\$ N/A

\$ N/A

**Alternates**

**Alternate No. 1:** Door Replacements as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/A

\$ N/A

**Alternate No. 2:** Elementary Gym Floor described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/A

\$ N/A

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

Addenda No. 1 Dated 9/12/2025 Addenda No. 2 Dated 9/23/2025

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: 3026 40th Ave. NW #2

City: Rochester State: MN Zip: 55901

Phone Number: 507-718-9751 Fax Number: 507-280-0622

Name (typed or printed): Mark Keller

Signature: 

Title: Sales / Project Manager

Date: 10/09/2025

END OF SECTION 00 41 13



# AIA Document A310™ – 2010

Bond No. AB0002005

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)  
Summit Fire Protection Co.

3026 40th Ave NW

Rochester, MN 55901

### 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.

Atlantic Specialty Insurance Company  
605 Highway 169 North, Suite 80

Plymouth, MN 55441

### OWNER:

(Name, legal status and address)

ISD#2143-Waterville-Elysian-Morristown

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:** Waterville-Elysian-Morristown 2026 HVAC Renovations  
Scope: Fire Protection  
(Name, location or address, and Project number, if any)

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

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

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

Signed and sealed this 7th day of October, 2025 Summit Fire Protection Co.

(Principal)

(Seal)

(Witness)

(Witness)

(Title)

Atlantic Specialty Insurance Company  
(Surety)

(Seal)

(Title) Attorney-in-Fact Troy Staples

**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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## 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 \_\_\_\_\_ )  
County of \_\_\_\_\_ )

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

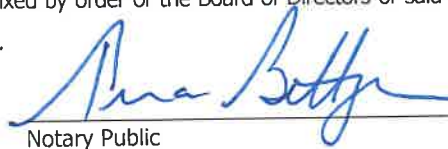
\_\_\_\_\_  
Notary Public

## ACKNOWLEDGMENT OF SURETY

State of Minnesota )  
County of Dakota )

On this 7th day of October, in the year 2025, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of Atlantic Specialty Insurance Company with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Atlantic Specialty Insurance Company company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.



  
Notary Public



## Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Jennifer Boyles, Nicholas Hochban, Thomas Kemp, Thomas Lahl, Troy Staples, Zachary Pate**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

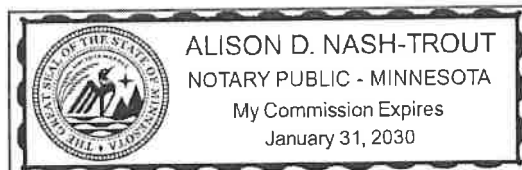


By

Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA  
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 7th day of October, 2025.



This Power of Attorney expires  
January 31, 2030

Kara L.B. Barrow, Secretary

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Waterville-Elysian-Morristown Schools  
500 East Paquin St.  
Waterville, MN, 56096

BID FROM: OLYMPIC FIRE PROTECTION CORP.  
1150 STATE AVE, NW  
OWATONNA, MN 55060

In accordance with the Advertisement for Bids and the proposed construction documents prepared by ISG Inc, 115 E Hickory Street, Suite 300, Mankato, MN, 56001 and dated June 20, 2025 relating to the construction of **Waterville-Elysian-Morristown 2026 HVAC Renovations** 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: General Construction

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

\$ \_\_\_\_\_

\$

2. Work Scope #2: Fire Suppression

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

\$ ONE HUNDRED THIRTY FOUR THOUSAND THREE HUNDRED

\$ 134,300.00

3. Work Scope #3: Mechanical

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

\$ \_\_\_\_\_

\$

**4. Work Scope #4: Electrical**

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

\$ \_\_\_\_\_

|    |
|----|
| \$ |
|----|

**UNIT PRICES:**

Unit Price No. 1: Existing Gypsum Board Patch and Repair Square Foot

\$ \_\_\_\_\_

|    |
|----|
| \$ |
|----|

Unit Price No. 2: Paint Walls – Cost per Square Foot

\$ \_\_\_\_\_

|    |
|----|
| \$ |
|----|

Unit Price No. 3: Plaster Patching – Cost per Square Foot

\$ \_\_\_\_\_

|    |
|----|
| \$ |
|----|

**Alternates**

**Alternate No. 1:** Door Replacements as described in Specification Section 01 23 00 Alternates.

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

|    |
|----|
| \$ |
|----|

**Alternate No. 2:** Elementary Gym Floor described in Specification Section 01 23 00 Alternates.

(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. 2 Dated 9-23-25 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

Addenda No. 3 Dated 10-3-25 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: 1355 STATE AVE, N.W.

City: OWATONNA State: MN Zip: 55060

Phone Number: 507-455-1150 Fax Number: 507-455-1051

Name (typed or printed): BRADY JENSEN

Signature: 

Title: OWNER

Date: 10-9-15

END OF SECTION 00 41 13



# AIA Document A310™ – 2010

Bond No. MB000591

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)  
Olympic Fire Protection Corp.

1355 State Avenue NW

Owatonna, MN 55060

### 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.

Merchants Bonding Company (Mutual)  
PO Box 14498

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

### OWNER:

(Name, legal status and address)

Des Moines, IA 50306

ISD#2143-Waterville-Elysian-Morristown

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

PROJECT: WEM School District 2026 HVAC Renovations

(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 30th day of September, 2025

Olympic Fire Protection Corp.

(Principal)

(Seal)

(Witness)

(Title) President.

Merchants Bonding Company (Mutual)

(Surety)

(Seal)

(Witness)

(Title) Attorney-in-Fact

Troy Staples

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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## 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 Steele )

On this 10 day of October, in the year 2025, before me personally come(s) Brody Jensen, to me known, who, being duly sworn, deposes and says that he/she is the OWNER of the Olympic Fire Protection the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.



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

## ACKNOWLEDGMENT OF SURETY

State of Minnesota )

County of Dakota )

On this 30th day of September, in the year 2025, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of Merchants Bonding Company (Mutual) 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 Merchants Bonding Company (Mutual) company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.



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

# MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Jennifer Boyles; Joel Krech; Nick Denn; Nick Hochban; Sam Kemp; Thomas G Kemp; Thomas M Lahl; Troy Staples; Zachary Pate

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

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of June, 2025.



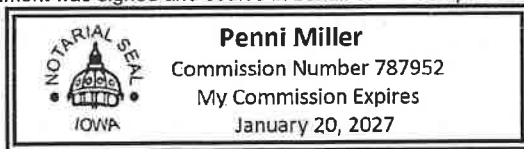
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
MERCHANTS NATIONAL INDEMNITY COMPANY

By

President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 2nd day of June, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



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

Notary Public

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 30th day of September, 2025.



Secretary

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Waterville-Elysian-Morristown Schools  
500 East Paquin St.  
Waterville, MN, 56096

BID FROM: Gemini 26 Inc., dba Bauernfeind Goedtel  
15760 Acorn Trail, Suite 2  
Faribault, MN 55021

In accordance with the Advertisement for Bids and the proposed construction documents prepared by ISG Inc, 115 E Hickory Street, Suite 300, Mankato, MN, 56001 and dated June 20, 2025 relating to the construction of **Waterville-Elysian-Morristown 2026 HVAC Renovations** 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: General Construction

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

\$ \_\_\_\_\_

\$

2. Work Scope #2: Fire Suppression

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

\$ \_\_\_\_\_

\$

3. Work Scope #3: Mechanical

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

x \$ Two million, five hundred eighty five Thousand \$ 2,585,000.00  
dollars

4. Work Scope #4: Electrical

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

\$ \_\_\_\_\_

\$

UNIT PRICES:

Unit Price No. 1: Existing Gypsum Board Patch and Repair Square Foot

\$ \_\_\_\_\_

\$

Unit Price No. 2: Paint Walls – Cost per Square Foot

\$ \_\_\_\_\_

\$

Unit Price No. 3: Plaster Patching – Cost per Square Foot

\$ \_\_\_\_\_

\$

Alternates

Alternate No. 1: Door Replacements as described in Specification Section 01 23 00 Alternates.

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

\$

Alternate No. 2: Elementary Gym Floor described in Specification Section 01 23 00 Alternates.

(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 9-12-25 Addenda No. 3 Dated 10-3-25

Addenda No. 2 Dated 9-23-25 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.

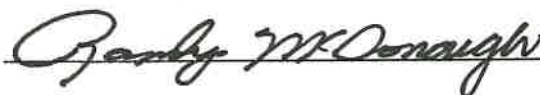
**Bid Acceptance:** If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance 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: 15760 Acorn Trail, Suite 2

City: Faribault State: MN Zip: 55021

Phone Number: 507-334-8790 Fax Number: 5074-334-8790

Name (typed or printed): Gemini 26 Inc., dba Bauernfeind Goedtel

Signature: 

Title: President

Date: 10-9-2025

END OF SECTION 00 41 13

 **AIA** Document A310™ – 1970

**Bid Bond**

KNOW ALL MEN BY THESE PRESENTS, that we  
(Here insert full name and address or legal title of Contractor)  
**Gemini 26, Inc., DBA Bauernfeind Goedtel**  
**15760 Acorn Trail**  
**Faribault, MN 55021**

as Principal, hereinafter called the Principal, and  
(Here insert full name and address or legal title of Surety)  
**United Fire & Casualty Company**  
**118 Second Ave SE**  
**Cedar Rapids, IA 52407**

a corporation duly organized under the laws of the State of Iowa  
as Surety, hereinafter called the Surety, are held and firmly bound unto  
(Here insert full name and address or legal title of Owner)  
**ISD #2143- WEM Schools**  
**500 East Paquin Street**  
**Waterville, MN 56096**

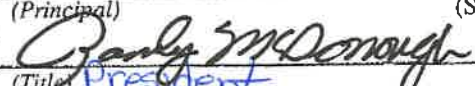
as Obligee, hereinafter called the Obligee, in the sum of **Five Percent (5%) of the Amount of the Bid**  
Dollars (\$ **5%** ), for the payment  
of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,  
administrators, successors and assigns,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

WHEREAS, the Principal has submitted a bid for  
(Here insert full name, address and description of project)  
**Waterville-Elysian-Morristown 2026 HVAC Renovations 500 East Paquin Street, Waseca, MN 56096**

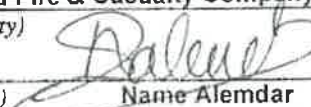
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract  
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the  
bidding or Contract Documents with good and sufficient surety for the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

Signed and sealed this                      9th                      day of    **October, 2025**

  
(Witness)

**Gemini 26, Inc., DBA Bauernfeind Goedtel**  
(Principal)  (Seal)  
(Title) **President**

  
(Witness)

**United Fire & Casualty Company**  
(Surety)   
(Title) **Name Alemdar**  
**Attorney-in-Fact**



INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT

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

SS

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

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

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

(Notary Seal)

CORPORATE ACKNOWLEDGMENT

STATE OF Minnesota

SS

COUNTY OF Rice

On the 9th day of October, 2025, before me personally appeared Randy McDonough to  
me known, who being by me duly sworn, did say that he/she is the President of  
**Gemini 26, Inc., DBA Bauernfeind Goedel**, the corporation described in and which executed  
the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to  
said instrument is such corporate seal; that it was so affixed by order of the board of directors of  
said corporation; and that he/she signed his/her name thereto by like order



(Notary Seal)

Lisa K Holmes

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA

SS

COUNTY OF Washington

On the 9th day of October, 2025, before me personally appeared **Name Alemdar** to me known,  
who being duly sworn, did say that he/she is the aforesaid officer or attorney-in-fact of the **United  
Fire & Casualty Company** a corporation; that the seal affixed to the foregoing instrument is the  
corporate seal of said corporation, and that said instrument was signed and sealed in behalf of  
said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid  
officer acknowledged said instrument to be the free act and deed of said corporation.

(Notary Seal)





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

MARILYN HENTGES, KATIE RANDOLPH, KELLY PRESTON, JANE THOMPSON, BARB MICHAELS, LINDA JACKSON, ALAN STARKS, JEFFREY SETTEM, MELISSA M NORDIN, NAME ALEMDAR, TYLER GERADS, GAVIN KNOTT, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted 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.

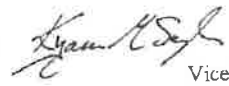
This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

**"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 of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

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

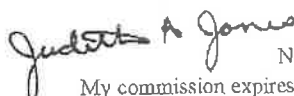
UNITED FIRE & CASUALTY COMPANY  
UNITED FIRE & INDEMNITY COMPANY  
FINANCIAL PACIFIC INSURANCE COMPANY

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.

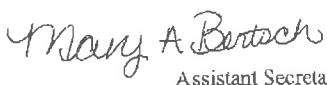


  
Notary Public  
My commission expires: 04/23/2027

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 9th day of OCTOBER, 2025



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

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Waterville-Elysian-Morristown Schools  
500 East Paquin St.  
Waterville, MN, 56096

BID FROM: CHAPPELL CENTRAL, INC.

1950 TROTT AVE. SW, PO BOX 916

WILLMAR, MN 56201

In accordance with the Advertisement for Bids and the proposed construction documents prepared by ISG Inc, 115 E Hickory Street, Suite 300, Mankato, MN, 56001 and dated June 20, 2025 relating to the construction of **Waterville-Elysian-Morristown 2026 HVAC Renovations** 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: General Construction

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

\$ \_\_\_\_\_

\$ NO BID-N/A

2. Work Scope #2: Fire Suppression

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

\$ \_\_\_\_\_

\$ NO BID-N/A

3. Work Scope #3: Mechanical

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

\$ Two Million Six hundred twenty eight thousand

\$ 2,628,000

4. Work Scope #4: Electrical

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

\$ \_\_\_\_\_

\$ NO BID-N/A

**UNIT PRICES:**

Unit Price No. 1: Existing Gypsum Board Patch and Repair Square Foot

\$ \_\_\_\_\_

\$ NO CHANGE-N/A

Unit Price No. 2: Paint Walls – Cost per Square Foot

\$ \_\_\_\_\_

\$ NO CHANGE-N/A

Unit Price No. 3: Plaster Patching – Cost per Square Foot

\$ \_\_\_\_\_

\$ NO CHANGE-N/A

**Alternates**

Alternate No. 1: Door Replacements as described in Specification Section 01 23 00 Alternates.

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

\$ NO BID-N/A

Alternate No. 2: Elementary Gym Floor described in Specification Section 01 23 00 Alternates.

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

\$ NO BID-N/A

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

Addenda No. 1 Dated 9-12-2025 Addenda No. 2 Dated 9-23-2025

Addenda No. 3 Dated 10-3-2025 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: 1950 TROTT AVE. SW, PO BOX 916

City: WILLMAR State: MN Zip: 56201

Phone Number: 320-235-2151 Fax Number: 320-235-8992

Name (typed or printed): CHAPPELL CENTRAL, INC.

Signature: JOE MEYER

Title: VICE PRESIDENT

Date: 10-09-2025

END OF SECTION 00 41 13



# Nationwide Mutual Insurance Company

Home Office: Columbus, Ohio  
Surety Administrative Office:  
1100 Locust Street – Dept. 2006  
Des Moines, IA 50391-2006

## BID BOND

Nationwide Mutual Insurance Company vouches that this document conforms to  
American Institute of Architects Document A310, 2010 Edition.

CONTRACTOR: (Name, legal status and address)

Chappell Central, Inc.  
1950 Trott Avenue SW, PO Box 916  
Willmar, MN 56201

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

Nationwide Mutual Insurance Company  
1100 Locust Street – Dept. 2006  
Des Moines, IA 50391-2006

OWNER: (Name, legal status and address)

Waterville-Elysian-Morristown Schools, District #2143  
500 East Paquin St., Waterville, MN 56096

BOND AMOUNT: Five percent of bid amount

PROJECT: (Name, location or address, and Project number, if any) Waterville-Elysian-Morristown 2026  
HVAC Renovations 500 East Paquin St. Waterville, MN 56096  
Work Scope 03 Mechanical

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

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

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

Signed, and sealed this 9th day of October, 2025

Mona Berning  
(Witness to Principal)

Chappell Central, Inc.  
(Principal's Signature) (Seal)

(Title) Joe Meyer, Vice President

[Signature]  
(Witness to Surety)

Nationwide Mutual Insurance Company  
(Surety) (Seal)

By: Nicholas L Newton  
Nicholas L. Newton, Attorney-in-Fact



INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT

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

ss

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

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

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

(Notary Seal)

CORPORATE ACKNOWLEDGMENT

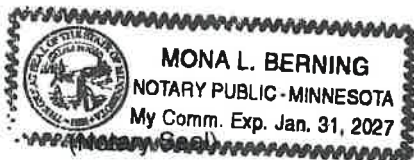
STATE OF Minnesota

ss

COUNTY OF Kandiyohi

On the 9th day of October, 2025, before me personally appeared

Joe Meyer to me known, who being by me duly  
sworn, did say that he/she is the Vice President of the  
Chappell Central, Inc., the corporation described in and which executed  
the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to  
said instrument is such corporate seal; that it was so affixed by order of the board of directors of  
said corporation; and that he/she signed his/her name thereto by like order



Mona L. Berning

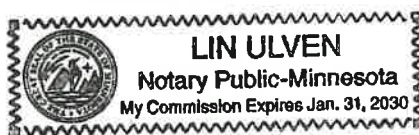
ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA

ss

COUNTY OF RAMSEY

On the 9th day of October, 2025, before me personally appeared  
Nicholas L. Newton to me known, who being duly sworn, did say that he/she is the  
aforesaid officer or attorney-in-fact of the Nationwide Mutual Insurance Company  
a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said  
corporation, and that said instrument was signed and sealed in behalf of said corporation by the  
aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said  
instrument to be the free act and deed of said corporation.



Lin Ulven  
Lin Ulven

(Notary Seal)

**Power of Attorney**

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

**BARB OLSON; LIN ULVEN; LISA EUBANKS; NICHOLAS L NEWTON;**

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

**UNLIMITED**

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

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.



Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

**ACKNOWLEDGMENT**

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Sharon Laburda  
Notary Public, State of New York  
No. 01LA6427697  
Qualified in Kings County  
Commission Expires January 3, 2026

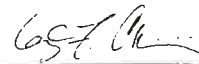


Notary Public  
My Commission Expires  
January 3, 2026

**CERTIFICATE**

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 9th day of October, 2025.



Assistant Secretary

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Waterville-Elysian-Morristown Schools  
500 East Paquin St.  
Waterville, MN, 56096

BID FROM: Owens Companies, Inc. \_\_\_\_\_  
500 West 92<sup>nd</sup> Street \_\_\_\_\_  
Bloomington, MN 55420 \_\_\_\_\_

In accordance with the Advertisement for Bids and the proposed construction documents prepared by ISG Inc, 115 E Hickory Street, Suite 300, Mankato, MN, 56001 and dated June 20, 2025 relating to the construction of **Waterville-Elysian-Morristown 2026 HVAC Renovations** 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: General Construction

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

\$ NO BID \_\_\_\_\_

\$ NO BID

2. Work Scope #2: Fire Suppression

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

\$ NO BID \_\_\_\_\_

\$ NO BID

3. Work Scope #3: Mechanical

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

\$ Three Million One Hundred Seventy-Two Thousand Dollars and 00/100 \_\_\_\_\_

\$3,172,000.00

**4. Work Scope #4: Electrical**

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

\$ NO BID \_\_\_\_\_

\$ NO BID

**UNIT PRICES:**

**Unit Price No. 1: Existing Gypsum Board Patch and Repair Square Foot**

\$ NO BID \_\_\_\_\_

\$ NO BID

**Unit Price No. 2: Paint Walls – Cost per Square Foot**

\$ NO BID \_\_\_\_\_

\$ NO BID

**Unit Price No. 3: Plaster Patching – Cost per Square Foot**

\$ NO BID \_\_\_\_\_

\$ NO BID

**Alternates**

**Alternate No. 1:** Door Replacements as described in Specification Section 01 23 00 Alternates.

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

\$ NO BID

**Alternate No. 2:** Elementary Gym Floor described in Specification Section 01 23 00 Alternates.

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

\$ NO BID

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

Addenda No. **01**\_\_\_\_ Dated: **09/12/2025**\_\_\_\_ Addenda No. **03**\_\_\_\_ Dated: **10/03/2025**\_\_\_\_

Addenda No. **02**\_\_\_\_ Dated: **09/23/2025**\_\_\_\_ Addenda No. **N/A**\_\_\_\_ Dated: **N/A**\_\_\_\_

**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.

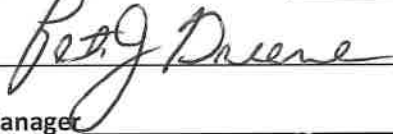
**Bid Acceptance:** If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance 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: **500 West 92<sup>nd</sup> Street**\_\_\_\_\_

City: **Bloomington**\_\_\_\_\_State: **MN**\_\_\_\_\_Zip: **55420**\_\_\_\_\_

Phone Number: **(952) 854-3800**\_\_\_\_\_Fax Number: **(952) 479-3651**\_\_\_\_\_

Name (typed or printed): **Peter J. Greene**\_\_\_\_\_

Signature: \_\_\_\_\_  


Title: **General Manager**\_\_\_\_\_

Date: **October 9, 2025**\_\_\_\_\_

**END OF SECTION 00 41 13**

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

## **Bid Bond**

### **CONTRACTOR:**

*(Name, legal status and address)*

Owens Companies, Inc.  
500 West 92nd Street  
Bloomington, MN 55420

### **SURETY:**

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

Berkshire Hathaway Specialty  
Insurance Company  
1314 Douglas Street, Suite 1400  
Omaha, NE 68102

### **OWNER:**

*(Name, legal status and address)*

Waterville-Elysian-Morristown Schools  
500 East Paquin Street  
Waterville, MN 56096

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

### **PROJECT:**

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

Waterville-Elysian-Morristown 2026 HVAC Renovations  
Waterville High School  
500 East Paquin Street  
Waterville, MN 56096

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

### **ADDITIONS AND DELETIONS:**

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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.

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

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 Ninth day of October , Two Thousand Twenty-Five

Julie Kirby  
CONTRACTOR AS PRINCIPAL (Signature)  
Julie Kirby, Director of Finance  
(Printed name and title)  
Irina Kholomyansky  
(Witness)

Tammy Selbe  
SURETY (Signature)  
BY: Tammy Selbe, Attorney-in-Fact  
(Printed name and title)  
Kimberly L. Miles  
(Witness) Kimberly L. Miles

# Additions and Deletions Report for AIA® Document A310™ – 2010

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:09:05 EDT on 10/02/2025.

## Changes to original AIA text

There are no edits to the original text

## Variable Information

### PAGE 1

#### **CONTRACTOR:**

*(Name, legal status and address)*

Owens Companies, Inc.  
500 West 92nd Street  
Bloomington, MN 55420

#### **SURETY:**

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

Berkshire Hathaway Specialty  
Insurance Company  
1314 Douglas Street, Suite 1400  
Omaha, NE 68102

#### **OWNER:**

*(Name, legal status and address)*

Waterville-Elysian-Morristown Schools  
500 East Paquin Street  
Waterville, MN 56096

#### **BOND AMOUNT: S**

Five Percent of Amount Bid (5%)

#### **PROJECT:**

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

Waterville-Elysian-Morristown 2026 HVAC Renovations  
Waterville High School  
500 East Paquin Street  
Waterville, MN 56096

### PAGE 2

Signed and sealed this Ninth day of October , Two Thousand Twenty-Five

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Tammy Selbe, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:09:05 EDT on 10/02/2025 under Order No. 20250134069 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A310™ - 2010, Bid Bond, other than those additions and deletions shown in the associated Additions and Deletions Report.

  
\_\_\_\_\_  
(Signed)

Attorney-in-Fact  
\_\_\_\_\_  
(Title)

October 2, 2025  
\_\_\_\_\_  
(Dated)



Berkshire Hathaway  
Specialty Insurance

54350

## Power Of Attorney

### BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Tammy Selbe, Katelyn Williams, Evelyn A. Benevento, Kimberly Miles, Nicole Moon, 3190 Fairview Park Drive, Suite 400 of the city of Falls Church, State of Virginia**, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. **This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.**

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of August 24, 2023. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. **The following seals of the Companies and signatures by an authorized officer of the Company may be affixed by facsimile or digital format, which shall be deemed the equivalent of and constitute the written signature of such officer of the Companies and original seals of the Companies for all purposes regarding this Power of Attorney, including satisfaction of any signature and seal requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.**

**BERKSHIRE HATHAWAY SPECIALTY  
INSURANCE COMPANY,**

By:

David Fields, Executive Vice President



**NATIONAL INDEMNITY COMPANY,  
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,**

By:

David Fields, Vice President

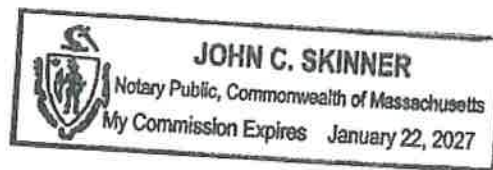


#### NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 24th day of August, 2023, before me appeared David Fields, Executive Vice President of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY** and Vice President of **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. **IN TESTIMONY WHEREOF**, see hereunto affixed the seals of said Companies this **October 9, 2025**.



Ralph Tortorella, Officer

To verify the authenticity of this Power of Attorney please contact us at: BHS Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at [jennifer.porter@bhspecialty.com](mailto:jennifer.porter@bhspecialty.com) THIS POWER OF ATTORNEY IS VOID IF ALTERED  
To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at [claims@bhspecialty.com](mailto:claims@bhspecialty.com), via fax to (617) 507-8259, or via mail.

**BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)**

**ARTICLE V.**

**CORPORATE ACTIONS**

....

**EXECUTION OF DOCUMENTS:**

....

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and
- (2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

**NATIONAL INDEMNITY COMPANY (BY-LAWS)**

**Section 4. Officers, Agents, and Employees:**

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

**NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)**

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

**NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)**

**ARTICLE IV**

**Officers**

**Section 1. Officers, Agents and Employees:**

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

**NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)**

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Waterville-Elysian-Morristown Schools  
500 East Paquin St.  
Waterville, MN, 56096

BID FROM: \_\_\_ R & K Electric, Inc. \_\_\_\_\_

\_\_\_ 3445 Hoffman Dr. NW \_\_\_\_\_

\_\_\_ Owatonna, MN 55060 \_\_\_\_\_

In accordance with the Advertisement for Bids and the proposed construction documents prepared by ISG Inc, 115 E Hickory Street, Suite 300, Mankato, MN, 56001 and dated June 20, 2025 relating to the construction of **Waterville-Elysian-Morristown 2026 HVAC Renovations** 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: General Construction**

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

\$ \_\_ N/A \_\_\_\_\_

\$ N/A

**2. Work Scope #2: Fire Suppression**

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

\$ \_\_ N/A \_\_\_\_\_

\$ N/A

**3. Work Scope #3: Mechanical**

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

\$ \_\_ N/A \_\_\_\_\_

\$ N/A

**4. Work Scope #4: Electrical**

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

\$ One hundred ninety five thousand - one hundred dollars and zero cents

\$ 195,100.00

**UNIT PRICES:**

**Unit Price No. 1: Existing Gypsum Board Patch and Repair Square Foot**

\$ \_\_\_ N/A \_\_\_\_\_

\$ N/A

**Unit Price No. 2: Paint Walls – Cost per Square Foot**

\$ \_\_\_ N/A \_\_\_\_\_

\$ N/A

**Unit Price No. 3: Plaster Patching – Cost per Square Foot**

\$ \_\_\_ N/A \_\_\_\_\_

\$ N/A

**Alternates**

**Alternate No. 1:** Door Replacements as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_ N/A \_\_\_\_\_

\$ N/A

**Alternate No. 2:** Elementary Gym Floor described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_ N/A \_\_\_\_\_

\$ N/A

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

Addenda No.   1   Dated   9/12/2025   Addenda No.   2   Dated   9/23/2025  

Addenda No.   3   Dated   10/3/2025   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.

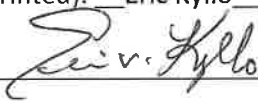
**Bid Acceptance:** If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance 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: 3445 Hoffman Dr. NW, Owatonna, MN 55060

City: Owatonna State: MN Zip: 55060

Phone Number: (507)-451-6409 Fax Number: (507)-451-6428

Name (typed or printed): Eric Kylo

Signature: 

Title: Vice President

Date: 10/9/2025

END OF SECTION 00 41 13

# AIA® Document A310™ – 2010

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)  
R & K Electric, Inc.

3445 Hoffman Drive NW  
Owatonna, MN 55060

### OWNER:

(Name, legal status and address)  
ISD #2143 Waterville-Elysian-Morristown  
500 E Paquin St  
Waterville, MN 56096

**BOND AMOUNT: \*\*\* FIVE PERCENT OF AMOUNT BID \*\*\* (5%)**

### PROJECT:

(Name, location or address, and Project number, if any)  
Waterville-Elysian-Morristown Phase II 2026 HVAC Renovations  
500 East Paquin St., Waterville, MN, 56096  
(Electrical)

### SURETY:

(Name, legal status and principal place  
of business) Great Midwest Insurance Company  
800 Gessner Road Suite 600  
Houston, TX 77024

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

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

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

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

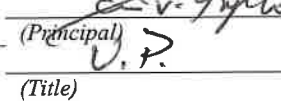
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement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

Signed and sealed this 9th

day of October, 2025

  
(Witness)

R & K Electric, Inc.

  
(Principal)

(Seal)

(Title)

Great Midwest Insurance Company

(Surety)

  
(Title) Nicholas L. Newton  
Attorney-in-Fact

(Seal)

(Witness) Lisa M Eubanks

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

Init.

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### INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT

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

SS

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

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

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

(Notary Seal)

### CORPORATE ACKNOWLEDGMENT

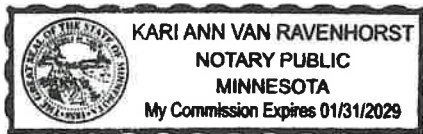
STATE OF Minnesota

SS

COUNTY OF Steele

On the 9th day of October, 2025, before me personally appeared

Eric Kylo to me known, who being by me duly  
sworn, did say that he/she is the Vice President of the  
R&K Electric Inc., the corporation described in and which executed  
the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to  
said instrument is such corporate seal; that it was so affixed by order of the board of directors of  
said corporation; and that he/she signed his/her name thereto by like order



Kari Ann Van Ravenhorst

(Notary Seal)

### ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA

SS

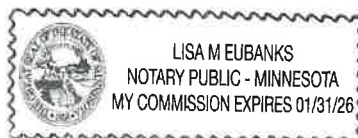
COUNTY OF RAMSEY

On the 9th day of October, 2025, before me personally appeared  
Nicholas L. Newton to me known, who being duly sworn, did say that he/she is the  
aforesaid officer or attorney-in-fact of the Great Midwest Insurance Company  
a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said  
corporation, and that said instrument was signed and sealed in behalf of said corporation by the  
aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said  
instrument to be the free act and deed of said corporation.

Lisa M. Eubanks

Lisa M. Eubanks

(Notary Seal)



POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: Nicholas L. Newton, Lisa Eubanks, Barbara L. Olson, Lin Ulven

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

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1<sup>st</sup> day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars (\$100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

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

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.



GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill  
Mark W. Haushill  
President

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY Christina Bishop  
Christina Bishop  
Notary Public

CERTIFICATE

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

Signed and Sealed at Houston, TX this 9th Day of October 2025



BY Patricia Ryan  
Patricia Ryan  
Secretary

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

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Waterville-Elysian-Morristown Schools  
500 East Paquin St.  
Waterville, MN, 56096

BID FROM: BLK Electric, Inc

1990 Lookout Drive

North Mankato, MN 56003

In accordance with the Advertisement for Bids and the proposed construction documents prepared by ISG Inc, 115 E Hickory Street, Suite 300, Mankato, MN, 56001 and dated June 20, 2025 relating to the construction of **Waterville-Elysian-Morristown 2026 HVAC Renovations** 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: General Construction**

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

\$ \_\_\_\_\_

\$

**2. Work Scope #2: Fire Suppression**

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

\$ \_\_\_\_\_

\$

**3. Work Scope #3: Mechanical**

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

\$ \_\_\_\_\_

\$

**4. Work Scope #4: Electrical**

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

\$ Two Hundred Eighty Four Thousand, Five Hundred Dollars

\$ 284,500.00

**UNIT PRICES:**

Unit Price No. 1: Existing Gypsum Board Patch and Repair Square Foot

\$ \_\_\_\_\_

\$

Unit Price No. 2: Paint Walls – Cost per Square Foot

\$ \_\_\_\_\_

\$

Unit Price No. 3: Plaster Patching – Cost per Square Foot

\$ \_\_\_\_\_

\$

**Alternates**

**Alternate No. 1:** Door Replacements as described in Specification Section 01 23 00 Alternates.

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

\$

**Alternate No. 2:** Elementary Gym Floor described in Specification Section 01 23 00 Alternates.

(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 09/12/25 Addenda No. 2 Dated 09/23/25

Addenda No. 3 Dated 10/03/25 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: 1990 Lookout Drive

City: North Mankato State: MN Zip: 56003

Phone Number: 507-388-1173 Fax Number: \_\_\_\_\_

Name (typed or printed): Kevin Hauschild

Signature: Kevin Hauschild

Title: President / Owner

Date: 10/09/2025

END OF SECTION 00 41 13

# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE BLK Electric, Inc.

1990 Lookout Drive North Mankato, MN 56003

as Principal, hereinafter called the Principal, and Hudson Insurance Company

100 William Street, 5th Floor, New York, NY 10038

a corporation duly organized under the laws of the State of DE

as Surety, hereinafter called the Surety, are held and firmly bound unto Waterville-Elysian-Morristown Schools, District #2143

500 East Paquin St. Waterville, MN 56096

as Oblgee, hereinafter called the Oblgee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5% ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Waterville-Elysian-Morristown 2026 HVAC Renovations

NOW, THEREFORE, if the Oblgee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblgee 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 materials 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 Oblgee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblgee 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 2nd day of October, 2025

V Kelly M Christensen  
(Witness)

BLK Electric, Inc.

(Principal)

(Seal)

By: Kevin Hausold  
(Title)

Jennifer Rinehart  
(Witness)

Hudson Insurance Company

(Surety)

(Seal)

By: Jason Gusso  
Attorney-in-Fact (Title)



STATE OF South Dakota  
COUNTY OF Lincoln

I, Jennifer Rinehart Notary Public of Lincoln County,  
in the State of South Dakota, do hereby certify that Jason Gusso  
Attorney-in-Fact, of the Hudson Insurance Company  
who is personally known to me to be the same person whose name is  
subscribed to the foregoing instrument, appeared before me this day in person, and  
acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the  
Hudson Insurance Company  
for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Sioux Falls  
in said County, this 2nd day of October A.D., 2025



Jennifer Rinehart  
Notary Public Jennifer Rinehart  
My Commission expires: March 27, 2031



Bond Number: Bid Bond

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Jason Gusso  
of the State of SD

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Twenty Five Million Dollars (\$25,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 15th day of November, 20 24 at New York, New York.



(Corporate seal)

Attest  
Dina Daskalakis No. 01MU6067553  
Corporate Secretary

HUDSON INSURANCE COMPANY

By  
Andrew A. Dickson  
Senior Vice President

STATE OF NEW YORK  
COUNTY OF NEW YORK. SS.

On the 15th day of November, 20 24 before me personally came Andrew A. Dickson to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY  
Notary Public, State of New York  
No. 01MU6067553  
Qualified in Nassau County  
Commission Expires December 10, 2025

## CERTIFICATION

STATE OF NEW YORK  
COUNTY OF NEW YORK. SS.

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27<sup>th</sup>, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 2nd day of October, 20 25.

(Corporate seal)



By  
Dina Daskalakis, Corporate Secretary

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Waterville-Elysian-Morristown Schools  
500 East Paquin St.  
Waterville, MN, 56096

BID FROM: Dynamic Electric LLC  
4563 Cedar Lake Blvd  
Faribault, MN. 55021

In accordance with the Advertisement for Bids and the proposed construction documents prepared by ISG Inc, 115 E Hickory Street, Suite 300, Mankato, MN, 56001 and dated June 20, 2025 relating to the construction of **Waterville-Elysian-Morristown 2026 HVAC Renovations** 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: General Construction

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

\$ \_\_\_\_\_

\$

2. Work Scope #2: Fire Suppression

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

\$ \_\_\_\_\_

\$

3. Work Scope #3: Mechanical

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

\$ \_\_\_\_\_

\$

**4. Work Scope #4: Electrical**

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

\$ four hundred eighty seven thousand

\$ 487,000.

**UNIT PRICES:**

Unit Price No. 1: Existing Gypsum Board Patch and Repair Square Foot

\$ \_\_\_\_\_

\$

Unit Price No. 2: Paint Walls – Cost per Square Foot

\$ \_\_\_\_\_

\$

Unit Price No. 3: Plaster Patching – Cost per Square Foot

\$ \_\_\_\_\_

\$

**Alternates**

Alternate No. 1: Door Replacements as described in Specification Section 01 23 00 Alternates.

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

\$

Alternate No. 2: Elementary Gym Floor described in Specification Section 01 23 00 Alternates.

(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 9-12-25 Addenda No. 3 Dated 10-3-25

Addenda No. 2 Dated 9-23-25 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: 4563 Cedar Lake Blvd.

City: Fairbault State: MN. Zip: 55021

Phone Number: 507-333-5300 Fax Number: \_\_\_\_\_

Name (typed or printed): Todd Nelson

Signature: Todd Nelson

Title: owner

Date: 10-9-25

END OF SECTION 00 41 13



# AIA Document A310™ – 2010

Bond No. RB0098906

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Dynamic Electric, LLC

4563 Cedar Lake Blvd.

Faribault, MN 55021

### OWNER:

(Name, legal status and address)

ISD#2143-Waterville-Elysian-Morristown

### SURETY:

(Name, legal status and principal place of business)

Granite Re, Inc.

14001 Quailbrook Drive

Oklahoma City, OK 73134

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

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

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

**PROJECT:** WEM Phase 2 Indoor Air Quality

(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 8th day of October, 2025

*May Nelson*  
(Witness)

*Tor L. Ferris*  
(Witness)

Dynamic Electric, LLC

(Principal)

(Title)

Granite Re, Inc.

(Surety)

(Title) Attorney-in-Fact

Troy Staples

(Seal)

(Seal)

CAUTION: You should sign an original AIA Contract Document, on which this bond appears as an addendum. An original contract that changes will not be other work.

Int.

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## 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 \_\_\_\_\_ )  
County of \_\_\_\_\_ )

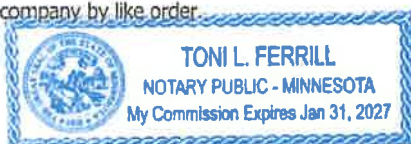
On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally come(s) \_\_\_\_\_, to me known, who, being duly sworn, deposes and says that he/she is the \_\_\_\_\_ of the \_\_\_\_\_ the corporation described in and which executed the foregoing instrument; that he/she knows the seal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

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

## ACKNOWLEDGMENT OF SURETY

State of Minnesota )  
County of Dakota )

On this 8th day of October, in the year 2025, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of Granite Re, Inc. with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Granite Re, Inc. company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.



Toni L Ferrill  
Notary Public

**GRANITE RE, INC.**  
**GENERAL POWER OF ATTORNEY**

Know all Men by these Presents:

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

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

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

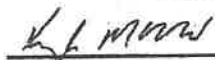
TOM LAHL; TOM KEMP; LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN; NICK DENN may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31<sup>st</sup> day of July, 2023.

STATE OF OKLAHOMA     )  
                                      )   SS:  
COUNTY OF OKLAHOMA    )



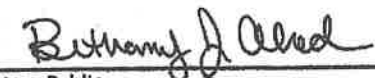
  
Kenneth D. Whittington, President

  
Kyle P. McDonald, Assistant Secretary

On this 31<sup>st</sup> day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:  
April 21, 2027  
Commission #: 11003620



  
Notary Public

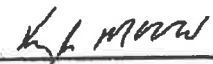
**GRANITE RE, INC.**  
**Certificate**

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this  
8th day of October, 2023



  
Kyle P. McDonald, Assistant Secretary

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Waterville-Elysian-Morristown Schools  
500 East Paquin St.  
Waterville, MN, 56096

BID FROM: Muska Electric  
1985 Oakcrest Avenue Roseville MN 55113

In accordance with the Advertisement for Bids and the proposed construction documents prepared by ISG Inc, 115 E Hickory Street, Suite 300, Mankato, MN, 56001 and dated June 20, 2025 relating to the construction of **Waterville-Elysian-Morristown 2026 HVAC Renovations** 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: General Construction

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

\$ NA \$

2. Work Scope #2: Fire Suppression

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

\$ NA \$

3. Work Scope #3: Mechanical

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

\$ NA \$

4. Work Scope #4: Electrical

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

\$ Two hundred seventy nine thousand nine hundred twenty five dollars

\$ 279,925.00

**UNIT PRICES:**

Unit Price No. 1: Existing Gypsum Board Patch and Repair Square Foot

\$ NA

\$           

Unit Price No. 2: Paint Walls – Cost per Square Foot

\$ NA

\$           

Unit Price No. 3: Plaster Patching – Cost per Square Foot

\$ NA

\$           

**Alternates**

**Alternate No. 1:** Door Replacements as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ NA

\$           

**Alternate No. 2:** Elementary Gym Floor described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ NA

\$           

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

Addenda No. 1 Dated 9-15-25 Addenda No. 3 Dated 10-6-25

Addenda No. 2 Dated 9-24-25 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: 1985 Oakcrest Avenue

City: Roseville State: MN Zip: 55113

Phone Number: 651-636-5820 Fax Number: \_\_\_\_\_

Name (typed or printed): TED OLSON

Signature: 

Title: VICE PRESIDENT

Date: 10/6/2025

END OF SECTION 00 41 13



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## Document A310™ – 2010

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

Muska Electric Co.  
1985 Oakcrest Avenue,  
Roseville, MN 55113

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

Western Surety Company  
151 N. Franklin Street,  
Chicago, IL 60606

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

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

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

Waterville-Elysian-Morristown, ISD #2143  
500 East Paquin Street,  
Waterville, MN 56096

**BOND AMOUNT\$:** Five Percent of Total Amount Bid (5%)**PROJECT** Waterville-Elysian-Morristown Phase II 2026 HVAC Renovations, Waterville, 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 9th day of October, 2025

*(Witness)**(Witness)*

Muska Electric Co.

*(Contractor as Principal)**(Seal)**(Title)*

Western Surety Company

*(Surety)**(Seal)**(Title)*

Mary Jo Dingwall, Attorney-in-Fact



# 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.



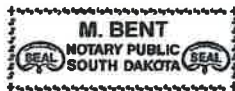
WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota } ss  
County of Minnehaha

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 9th day of October 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.

## 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 Ramsey )

On this 9th day of October, 20 25, before me personally appeared Ted Olson to me known, who is being by me duly sworn, did depose and say that he/she resides in Ham Lake, MN and that he/she is the Vice President of the Muska Electric Co. corporation described in, and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he signed his/her name thereto by like order.



(Notarial Seal)

Robin L. Becklin  
Notary Public, Robin L Becklin  
County, Ramsey  
My Commission Expires January 31, 2028

## ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF Minnesota )  
COUNTY OF Dakota )

On this 9th day of October, 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)

Yaratitza Rivas  
Notary Public, Hennepin  
County, Minnesota  
My Commission Expires January 31, 2029