

1139 Franklin Avenue Suite 1 | Sauk Rapids, Minnesota 56379 www.ics-builds.com (320) 416-2004

September 20, 2022

Board of Education Becker Public Schools, ISD 726 12000 Hancock Street Becker, MN 55308

Re: Becker Public Schools Intermediate School Additions and Renovations (IAQ) Becker, MN 55308

Dear Board Members:

ICS has reviewed the bids that were received on Tuesday, September 20th, for the above-referenced project. Bids were received for Thirteen (13) work scope packages. Please note that on the Bid Form a unit price was requested from Contractors bidding the project. This unit price, if accepted, is not taken into consideration when reviewing the Bids. Additionally, if used to modify the work noted, the change to the Contract would be noted and executed in a future Change Order. Our recommendation for award is as follows:

Work Scope 1 – Earthwork, Utilities, Exterior Improve	ments	
Wruck Excavating		
BASE BID:	\$152,624.00	
Unit Price No. 1 – Soil Corrections	\$40.00/CY	
TOTAL	\$152,624.00	
Work Scope 2 – Concrete and Masonry Ebert Construction		
BASE BID:	\$393,300.00	
TOTAL	\$393,300.00	
Work Scope 3 – Structural Steel Supply		
Ben's Structural Fabrication		
BASE BID:	\$154,000.00	
TOTAL	\$154,000.00	
Work Scope 4 – Structural Steel Installation		
Patriot Erectors, Inc.		
BASE BID:	\$103,850.00	
TOTAL	\$103,850.00	





Work Scope 5 – Roofing and Metal Panel McDowall Company		
BASE BID:	\$698,770.00	
TOTAL	\$698,770.00	
Work Scope 6 – General Construction		
Yamry Construction, Inc.		
BASE BID:	\$834,122.00	
TOTAL	\$834,122.00	
Work Scope 7 – Painting		
Henkemeyer Coatings		
BASE BID:	\$79,600.00	
TOTAL	\$79,600.00	
Work Scope 8 – Acoustic Ceilings/Acoustical Treatments		
Minnesota Acoustics, Inc.		
BASE BID:	\$329,700.00	
TOTAL	\$329,700.00	
Work Scope 9 – Flooring and Tile		
Commercial Flooring Services		
BASE BID:	\$85,762.00	
TOTAL	\$85,762.00	
Work Scope 11 – Fire Suppression		
Breth Zen Zen Fire Protection		
BASE BID:	\$191,400.00	
TOTAL	\$191,400.00	
Work Scope 12 – Mechanical		
Weidner Plumbing and Heating Co.		
BASE BID:	\$4,456,500.00	
TOTAL	\$4,456,500.00	
Work Scope 13 – Electrical		
Willmar Electric Service Corp.		
BASE BID:	\$1,120,000.00	
TOTAL	\$1,120,000.00	

Based on the recommendations above, we recommend that the district enter into a contract with the abovementioned contractors for the total bid amount of \$8,599,628.00





We received Three (3) bids for Work Scope 10 – Terrazzo. ICS is not recommending award for this work scope at this time.

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

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

Regards,

hh the

Kyle Walter Project Director

KS DH Enclosures



OWNER: Becker Public Schools, ISD 726 CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

BID TABULATIONS

Thursday, September 15th, 2:00 PM

Work Scope 1: Earthwork Utilities, Ext. Improvement

						Utilities, Ext. Improveme BIDDER	
	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	
	WRUCK EXCANATING						
BID SECURITY							
ADDENDA REC'D.							
BASE BID:	\$ 152,624						
MN Responsible Contractor	\checkmark						
UNIT PRICES:							
Soil Corrections Per Cubic yard	40/00401						
		-					

BID TABULATIONS

Thursday, September 15th, 2:00 PM

Work Scope 2: Concrete & Masonry

BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
FBERT	W GOHMAJ				
	\checkmark				
1,2.3	1,2,3				
393,300	\$ 410,000				
	\checkmark				
	FBERT	EBERT W GOHMAN V V 1,2.3 1,2.3 393,300 \$\$410,000	EBERT W GOHMAN V V 1,2.3 ¹ ,2.3 ¹ ,2.3 ¹ ,2.3 ¹ ,2.3 ¹ ,2.3	EBERT W GOTTMAN V V 1,2.3 1,2.3 1,2.3 2,3 393,300 \$\$ 410,000	EBERT W GOTTMAN V V 1,2.3 1,2.3 393,300 \$4410,000

BID TABULATIONS

Thursday, September 15th, 2:00 PM

Work Scope 3: Structural Steel Supply

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	BENS STRUCTURAL FAB					
BID SECURITY						
ADDENDA REC'D.	1,2,3					
BASE BID:	1,2,3 1,2,3					
MN Responsible Contractor	\checkmark					
UNIT PRICES:						
Soil Corrections Per Cubic yard						

Becker Public Schools -Intermediate Additions & Remodeling OWNER: Becker Public Schools, ISD 726

CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

BID TABULATIONS

Thursday, September 15th, 2:00 PM

Work Scope 4: Structural Steel Installation

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	RED LEDAN	SPARTAN	AME CONSTRUCTOR	PATRIOT ERECTORS		
BID SECURITY	\checkmark		\checkmark	\checkmark		
ADDENDA REC'D.	1,2,3	1,2,3	1,2,3	1,2,3		
BASE BID:	\$175,500	\$ 228,600	#143,400	\$ 103,850		
MN Responsible Contractor		~				
UNIT PRICES:						
Soil Corrections Per Cubic yard						

BID TABULATIONS

Thursday, September 15th, 2:00 PM

Work Scope 5: Roofing and Metal Panel

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	McDowner Companies					
BID SECURITY						
ADDENDA REC'D.	1,2,3 \$ 698,770					
BASE BID:	\$ 698,770					
MN Responsible Contractor						
UNIT PRICES:						
Soil Corrections Per Cubic yard						
			•			

BID TABULATIONS

Thursday, September 15th, 2:00 PM

Work Scope 6: General Construction

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	EBERT	W Gottman	KELINGTON	BCI CONSTRUCTION	YAMRY	
	\sim		\checkmark	\checkmark	\checkmark	
ADDENDA REC'D.	1,2,3	1,2,3	1,2,3	1,2.3	1,2,3	
BASE BID:	987,700	1,125,000	81,023,000	\$ 1,045,069	\$ 834,222	
MN Responsible Contractor		\checkmark	\checkmark	\checkmark		
UNIT PRICES: Soil Corrections Per Cubic yard						

OWNER: Becker Public Schools, ISD 726

CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

BID TABULATIONS

Thursday, September 15th, 2:00 PM

Work Scope 7: Paint

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	HENKENDER COATMES					
BID SECURITY						
ADDENDA REC'D.	1,2,3 \$ 79,600					
BASE BID:	\$ 79,000					
MN Responsible Contractor	\checkmark					
UNIT PRICES:						
Soil Corrections Per Cubic yard						
		_				

OWNER: Becker Public Schools, ISD 726

CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

Thursday, September 15th, 2:00 PM

Work Scope 8: Acoustical Ceilings and Acoustical Treatment

					Treatment	
	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	ARCH. SALES OF MN	TWIN CTTY ACOUSTICS	MM ACOUSTICS	St. CLOUD Acoustics	Sonus Interiors	ACOUSTIC
BID SECURITY	\checkmark	\checkmark	\checkmark	\checkmark	\checkmark	
ADDENDA REC'D.	1,2,3	1,2,3	1, 2, 3 \$ 329, 700	1.2.3	1,2,3	1,2,3
BASE BID:	81473,433	8414,000	\$ 329,700	\$425,000	\$ 338,300	\$ 369,670
MN Responsible Contractor	\checkmark		\checkmark		\checkmark	~
UNIT PRICES:						
Soil Corrections Per Cubic yard						

OWNER: Becker Public Schools, ISD 726 CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

BID TABULATIONS

Thursday, September 15th, 2:00 PM

Work Scope 9: Flooring and Tile

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Commercial FLOORING Scences	GRAZZINI BROTHERS COMPANY				
BID SECURITY	\checkmark	\checkmark				
ADDENDA REC'D.	1,2,3	1				
BASE BID:	1,2,3	\$ 125,150				
MN Responsible Contractor	\checkmark	\checkmark				
UNIT PRICES:	$ \chi$ $ -$					
Soil Corrections Per Cubic yard						

BID TABULATIONS

Thursday, September 15th, 2:00 PM

Work Scope 10: Terrazzo

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	ADVANCED TERRAZZO JILE	GRAZZINNI BROTHERS	WTG TERRAZZO Ž			
BID SECURITY	✓ ✓	\checkmark	1			
ADDENDA REC'D.	1,2,2	1,2,3	1,2,3			
BASE BID:	1,2,2	\$144,200	\$ 138,335			
MN Responsible Contractor	1	\checkmark	~			
UNIT PRICES:						
Soil Corrections Per Cubic yard						

BID TABULATIONS

Thursday, September 15th, 2:00 PM

Work Scope 11: Fire Suppression

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Sommer Companies	BRETH ZENZEN FIREPROT.				
BID SECURITY	\checkmark					
ADDENDA REC'D.	1,2,3	1,2,3				
BASE BID:	112,3	\$ 191,400				
MN Responsible Contractor	\checkmark					
UNIT PRICES: Soil Corrections Per Cubic yard						

BID TABULATIONS

Thursday, September 15th, 2:00 PM

Work Scope 12: Mechanical

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	MC DOWALL COMPANIES	EL JAY Mech	SCR	RJ MRCHANICAL	NEIDNERS PLYMBING HEATING	
BID SECURITY	\checkmark	\checkmark	\checkmark		V	\checkmark
ADDENDA REC'D.	1,2,3	1.2.3	1,2,3	1,23	1,2,3	1,2,3
BASE BID:	\$4,672,700	4,737,000	\$ 4,720,000	\$ 4,735,00	\$ 4,456,500	\$ 4,785,000
MN Responsible Contractor	\checkmark	\checkmark	~	\checkmark	\checkmark	\checkmark
UNIT PRICES: Soil Corrections Per Cubic yard						

BID TABULATIONS

Thursday, September 15th, 2:00 PM

Work Scope 12: Mechanical

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	SENTRA					
BID SECURITY	J					
ADDENDA REC'D.	1,2,3					
BASE BID:	1,2,3					
MN Responsible Contractor						-
UNIT PRICES:						
Soil Corrections Per Cubic yard						

Becker Public Schools -Intermediate Additions & Remodeling OWNER: Becker Public Schools, ISD 726

CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

BID TABULATIONS

Thursday, September 15th, 2:00 PM

Work Scope 13: Electrical

BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
DESIGN	LAKE TOWY ELECTER	WILMAR ELECTRIC	AJ MOIORE ELECTRIC		
\checkmark	\checkmark	\checkmark	\checkmark		
1,2,3	1,2,3	1,2,3	1,2,3		
\$ 1,427,427	\$ 1,430,000	\$ 1,120,000	\$ 1,284,451		
· ·	\checkmark	\checkmark	\checkmark		
	DESIGN ELECTRIC 1,2,3	DESIGN ELECTRIC LAKE TOWY ELECTRIC COM V I,Z,3 I,2,3	DESIGN ELECTRIC LAKE TOWY ELECTRIC ELECTRIC V 1,2,3 1,2,3 1,2,3 1,2,3	DESIGN ELECTRIC V 1,2,3 1,427,427 LAKE TOWY ELECTRIC WILMAR AJ WILMAR ELECTRIC WOORE ELECTRIC V V V 1,2,3 1,2,3 1,2,3 1,120,000 1,229,451	$\begin{array}{c cccccccc} DESIGN & LAKE & WILMAR & AJ \\ \hline DESIGN & ELECTRIC & WILMAR & AJ \\ \hline TOWY & ELECTRIC & MODORE \\ \hline ELECTRIC & ELECTRIC & CLECTRIC \\ \hline V & V & V \\ \hline 1,2,3 & 1,2,3 & 1,2,3 \\ \hline 1,12,3 & 1,2,3 & 1,2,3 \\ \hline 1,120,000 & 1,284,451 \\ \hline \end{array}$

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726 1200 Hancock Street Becker, MN 55308

BID FROM:	Wruck	EXA	Ating	Inc	
	15920)		
	Berner		m	55308	

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the <u>Becker Public Schools-Intermediate - Additions & Remodeling</u> 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

5

1. Work Scope EArthwork, Utilities, Exercor Improvements

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

\$_	Óne	hundred	Fifty	two	thousand	Six hundred twenty	four	\$	152,624
							+ 00m	D	

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

\$

\$

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

\$ \$

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

for the Combined Base Bid Sum of:	
\$ OACHUNEVER FIFTY 100 thousand fix hunever twenty four [+ 00/100-	\$ 152,624
UNIT PRICES:	
Unit Price No. 1: Soil Corrections – Cost per Cubic Yard	
\$ Forty DollArst 00/100	\$ 40.00

<u>Addenda</u>: 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/	Dated	9-6-22	Addenda No	3	Dated	9-14-22
Addenda No. 📿 🔍	Dated	9-9-22	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 <u>Minnesota State</u> <u>Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.</u> 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: 15920 US Hwy 10
City: Becher MN State: MN Zip: 55308
Phone Number: 763-262-687/ Fax Number:
Name (typed or printed): Tony Which
Signature:
Title:
Date:2 @ - 22

END OF SECTION 00 41 13

s#



Bond No. FB0002765

Bid Bond

OWNER:

*ICS Builds

Init

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CONTRACTOR: Name, legal status and address) Wruck Excavating, Inc. 15920 US HWY 10 SE P.O. Box 455 Becker, MN 55308

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of This document has important legal business) consequences. Consultation with

GRANITE RE, INC. 14001 Quailbrook Drive

Oklahoma City, OK 73134

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: Becker Intermediate School

(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 19th day of September, 2022

(Witness)
1 millione /

Wruck Excavating, Inc. (Principal)	(Seal)
(Title) MCS (Cu)+ GRANITE RE, INC. (Surety)	(Seal)-
(Title)Troy Staples, Attorney-in-Fact	30700

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

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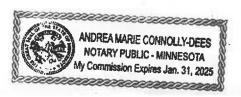
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SEAL

Shanjanmininininini

ACKNOWLEDGMENT OF PRINCIPAL (Individual) State of County of this On dav before in the me personally come(s) vear 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 Оп this day in the before vear me personally come(s) the co-partnership а member of 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 in the vear before me personally come(s) to me known, who, being duly swom, deposes and says that he/she is AVCI of the the 10 (2) 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. CAROL M. LUCIUS Notary Public NOTARY PUBLIC - MINNESOTA My Commission Expires Jan. 31, 2025 ACKNOWLEDGMENT OF SURETY State of Minnesota) County of Dakota) On this 19th day of September, in the year 2022, 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 <u>Granite Re, Inc.</u> with 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 Attorney(s)-in-Fact of the said company by like order.



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:

WANDA FRANZ; TOM LAHL; TOM KEMP: LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN 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

WANDA FRANZ; TOM LAHL: TOM KEMP: LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN 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 3rd day of January, 2020.

STATE OF OKLAHOMA 3 >

COUNTY OF OKLAHOMA)

On this 3rd day of January, 2020, 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, 2023 Commission #: 11003620

SS:



Bithany & aled

Kenneth D. Whittington, President

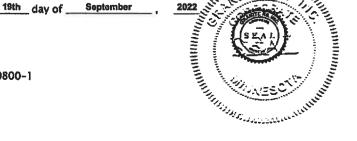
P. McDonald, Assistant Secretary

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 Contificate and affixed the corporate seal of the Corporation this



1 mm

Kyle P. McDonald, Assistant Secretary

GR0800-1

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SECTION 00 41 13 - BID FORM

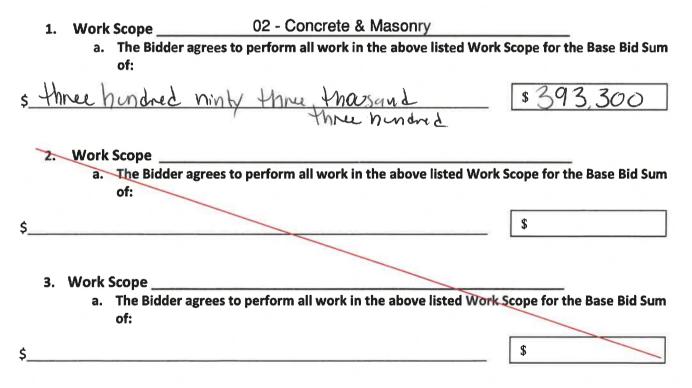
PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726 1200 Hancock Street Becker, MN 55308

BID FROM:	Ebert Inc dba Ebert Construction	
2	23350 County Rd 10	
	Corcoran, MN 55357	

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the <u>Becker Public Schools-Intermediate - Additions & Remodeling</u> 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

4. COMBINED WORK SCOPE BID

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a. The Bidder agrees to perform all work in the following Work Scopes:

for the Combined Base Bid Sum of:		
\$		 \$
UNIT PRICES:		
Unit Price No. 1: Soil Corrections -	Cost per Cubic Yard	

<u>Addenda</u>: 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. <u>1</u>	Dated_	9/6/2022	Addenda No. <u>3</u>	Dated	9/14/2022
Addenda No. <u>2</u>	Dated_	9/9/2022	_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 <u>Minnesota State</u> 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 Rd 10				
City:	Corcoran	State:	MN	_Zip: _	55357
Phone Number:	763-498-7844 Fax Nu	umber: _	763-49	8-995	51
Name (typed or printed):	All	_			
Title:		retary			
Date:September 20,	2022				

END OF SECTION 00 41 13

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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)

Becker Public Schools ISD #726 12000 Hancock Street Becker, MN 55308

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

PROJECT:

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

Intermediate IAQ Additions & Remodeling

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 8th

day of September 2022

Ebert, Inc. dba Ebert Construction (Principal) (Seal) Vice President & Secretary Markus Ross Ebert (Title) Merchants Bonding Company (Mutual) (Surety) (Seal) (Witness. (Title) Karia Deutsch Hunt Attorney-In-Fact Printed in cooperation with American Institute of Architects (AIA). The language in this CON 0657 (2/15) document conforms exactly to the language used in AIA Document A310-Bid Bond-2010

ACKNOWLEDGMENT OF INDIVIDUAL

State of)) ss.		ACKNOWLEDGMENT OF PRINCIPAL
County of)́		
On this known to me to be the purposes therein con	day of he individual ntained.	whose name is subscribed on this bond f	ersonally appeared, orm, who acknowledged that this bond was executed for the
Notary Seal			Notary Public
		ACKNOWLEDGMENT OF	PARTNERSHIP
State of)		ACKNOWLEDGMENT OF PRINCIPAL
State of County of) ss.)		
known to me to be a	partner in the	e partnership whose name is subscribed tnership for the purposes therein contain	on this bond form, who acknowledged to me that the bond
Notary Seal			
			Notary Public
		ACKNOWLEDGMENT OF	CORPORATION
State of Minnesota)) ss.		ACKNOWLEDGMENT OF PRINCIPAL
County of Hennepin)	0.00	
On this day o the <u>Vice President</u> of authorized to execute	a corporation	whose name is subscribed on this bond the purposes therein contained.	d <u>Markus Ross Ebert</u> , who acknowledged that he or she is a form, and that, as a corporate officer, he or she is
Notary Seal	Gash M	CANDACE LEE GREEN NOTARY PUBLIC MINNESOTA Commission Expires Jan. 31, 2027	Notary Public
		ACKNOWLEDGMENT	DF SURETY
State of Minnesota)		ACKNOWLEDGMENT OF SURETY
County of Hennepin) ss.)		
On this <u>8th</u> day of the attorney in fact wi	September, ho is authoriz	2022 before me personally appeared H ed on behalf of <u>Merchants Bonding Comp</u>	Karla Deutsch Hunt, who acknowledged that he or she is any _, corporation, on the behalf of the corporation.
Notary Seal	My My	DIANE M. CHAMBERS OTARY PUBLIC - MINNESOTA Commission Expires Jan, 31, 2026	Notary Public



Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Aileen Geving; Christine Scott; Christopher James; Dee Ann Briegel; Gregg K Boomgard; James Erickson; Janet L Roth; Jerod Blakestad; John C Klein; Karen J Hawkinson; Karla Deutsch Hunt; Kerri Hatton-Rudnik; Kim Neary; Kristin B Schiferl; Kristin M Bakos; Larry Sumbs; Michael Zahn; Rita Carlson; Stephen M Klein; Susan A Rieschl; Thomas Towner; Tracy Chehoski; Wendy M Schmid

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

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

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

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

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation 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 28th day of March , 2022



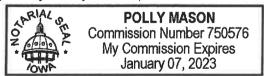
MERCHANTS BONDING COMPANY (MUTUAL) MERCHANTS NATIONAL BONDING, INC.

President

STATE OF IOWA COUNTY OF DALLAS ss.

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On this 28th day of March 2022, before me appeared Larry Taylor, to me personally known, who being by me duly swom did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



JNotary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 8th day of September , 2022



SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726 1200 Hancock Street Becker, MN 55308

BID FROM:	W. Gohman Construction Co.		
	815 County Road 75 E., PO Box 250		
	St. Joseph, MN 56374		

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the <u>Becker Public Schools-Intermediate - Additions & Remodeling</u> 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 02 - Concrete & Masonry	
	a. The Bidder agrees to perform all work in the above listed V of:	Vork Scope for the Base Bid Sum
\$_	Four hundred ten thousand and whice	\$410,000
	2. Work ScopeN/A	
	a. The Bidder agrees to perform all work in the above listed V of:	Vork Scope for the Base Bid Sum
\$	N/A	\$ N/A
	3. Work Scope N/A	
	a. The Bidder agrees to perform all work in the above listed W of:	/ork Scope for the Base Bid Sum
\$_	N/A	\$ N/A

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

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

<u>Addenda</u>: 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 _	9/6/2022	Addenda No	3	Dated	9/14/2022	_
Addenda No.	2	Dated	9/9/2022	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 <u>Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.</u> 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: 815 County Road 75	ast, PO Box 250		
City:St. Joseph	State:	MN Zip:	56374
Phone Number: <u>320-363-7781</u>	Fax Number:	320-363-7207	
Name (typed or printed): Michae	Gohman		
Signature:			
Title: President			
Date:9/20/2022			

END OF SECTION 00 41 13

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OHIO FARMERS INSURANCE COMPANY

Westfield Group® 1 Park Circle, P O Box 5001, Westfield Center, Ohio 44251-5001

Bid Bond

Document A310[™] – 2010

CONTRACTOR: (Name, legal status and address)

W. Gohman Construction Co. 815 E. Co Rd 75 St. Joseph, MN 56374

OWNER: (Name, legal status and address) Becker Public Schools 12000 Hancock Street Becker, MN 55308 SURETY:

(Name, legal status and principal place of business) OHIO FARMERS INSURANCE COMPANY 1 Park Circle, PO Box 5001 Westfield Center, OH 44251-5001

PROJECT:

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

Becker Public Schools-Intermediate School Additions & Renovations (IAQ)

Work Scope 02 – Concrete and Masonry

Becker, MN

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

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

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

Signed and sealed this	_ day of _	September	,	d JSA
A		W. Gohman Construction	Co.	
Witness		(Principal) By:		(Seal)
winess 20		Michael Gohman, Pres	ident	(Title)
C.Dl		OHIO FARMERS INSURAN (Surety) By:		(Seal)
Witness		Anna Plumski, Attorney-	In-Fact	(Title)

Document A310[™] – 2010. Printed in cooperation with The American Institute of Architects (AIA) by Westfield Group. Westfield Group vouches that the language in the document conforms exactly to the language used in AIA Document A310[™] 2010.

CORPORATE ACKNOWLEDGEMENT

STATE OF MINNESOTA

COUNTY OF STEARNS

On the 20th day of September, 2022, before me, personally appeared <u>Michael Gohman</u>, to me known, who being by me duly sworn, did depose and say that (s)he resides in <u>St. Cloud, MN</u>, that (s)he is the <u>President of</u> <u>W. Gohman Construction Co.</u> the corporation described in and which executed the foregoing instrument; that (s)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 (s)he signed his/her name thereto by like order.



ine Milooly (Notary Signature)

ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF MINNESOTA

COUNTY OF STEARNS

On the <u>9th</u> day of <u>September</u>, 20 22, before me, appeared Anna Plumski _____, to me personally known, who being by me duly sworn, did say that (s)he is the aforesaid officer or attorney in fact of the Ohio Farmers 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 afoesaid officer acknowledged said instrument to be the free act and deed of said corporation.

(Notarial Seal) ATHRYN A. BROPHY Notary Public-Minnesota My Commission Expires Jan 31, 2023

K. Busp (Notary Signature

General Power of Attorney

POWER NO. 2260812 09 Westfield Insurance Co. Westfield National Insurance Co. **Ohio Farmers Insurance Co.** Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to Individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these ANITA M. FICKER, CHRISTINA GRESSER, MARK A. GRESSER, CAROL WEBER, JERI FREDERICK, BRIAN NOHAVA, KATHRYN

BROPHY, ANNA PLUMSKI, JOINTLY OR SEVERALLY

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

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

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

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions: The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary." "Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or certificate bearing facsimile signatures or facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on Fabruary 6. 2000).

held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 24th day of AUGUST A.D., 2022 .



County of Medina

On this 24th day of AUGUST A.D., 2022, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affived

State of Ohio **County of Medina**

SS.:



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

Senior Executive

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 9th day of September A.D., 2022 ·



Fronk A Anno Secretary

Frank A. Carrino, Secretary

BPOAC2 (combined) (03-22)

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726 1200 Hancock Street Becker, MN 55308

BID FROM: <u>Ben's Structural Fabrication</u>, Inc.

475 Progress Road

Waite Park, MN 56387

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the <u>Becker Public Schools-Intermediate - Additions & Remodeling</u> 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 <u>WORK SCOPE 03 – STRUCTURAL STEEL & METAL FABRICATION – MATERIAL ONLY</u> a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum

\$ One hundred fifty four thousand and 00/100 ----- \$ 154,000.00

2. Work Scope _____n/a__

of:

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 n/a
 - 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. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

n/a	
for the Combined Base Bid Sum of:	
\$n/a	\$ n/a
UNIT PRICES:	
Unit Price No. 1: Soil Corrections – Cost per Cubic Yard	
\$n/a	\$ n/a

<u>Addenda</u>: 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	9/6/22	Addenda No	2	Dated_	9/9/22
Addenda No.	3	Dated	9/14/22	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 <u>Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.</u> 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: 475 Progress Road	
City: Waite Park	State: <u>MN</u> Zip: <u>56387</u>
Phone Number: <u>320-251-8563</u>	_ Fax Number: <u>320-251-8423</u>
Name (typed or printed): Craig Miller	
Signature: Craig Miller	
Title: Vice President	

Date: 9/14/22

æ

END OF SECTION 00 41 13

CNA SURETY

Bid Bond

CONTRACTOR:

(Name, legal status and address) Ben's Structural Fabrication, Inc. 475 Progress Road

Waite Park, MN 56387

OWNER:

(Name, legal status and address) ISD#726-Becker Public Schools 12000 Hancock Street

Becker, MN 55308-9561

BOND AMOUNT:

Five Percent of the Bid Amount (

5% of Bid Amount)

PROJECT:

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

Becker Intermediate School Addition & Remodeling

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 13th day of September		
12 L. a. M. Mauber	Ben Structural Fabrication, Inc.	
(Wilness)	- (Principal)	(Seal)
	(Title)	
P. J. La.	Western Surety Company	and the second se
/ long rens	(Surety)	~ .(Seal).
(Witness)		<u> </u>
	(Title) Zachary Pate, Attorney-in-fact	14 N X 1

Printed in cooperation with the American Institute of Architects (AIA).

The language in this document conforms to the language used in AIA Document A310 - Bid Bond - 2010 Edition.

Bond No. WB005285

SURETY: Western Surety Company: South Dakota Corporation (Name, legal status and principal place of business)

151 N. Franklin Street 17th Floor 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.

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of)											
County of		;											
On	this		day	of		in	the	year		before	me	personally	come(s)
					 to r	ne kn	own ar	nd know	n to me to be t	he person	(s) wh	o (is) (are) de	scribed 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 before personally come(s) On this day in the vear me the co-partnership а member of 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 MARSA
County of BAAA
County of BAAA
County of BAAA
County of BAAA
County of BAAAA
County of 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.

Bridget J. Rajkowski **NOTARY PUBLIC** Public State of Minnesota My Commission Expires 1-31-2025 NOWLEDGMENT OF SURETY

State of Minnesota)

County of Dakota

)

On this <u>13th</u> day of <u>September</u>, in the year <u>2022</u>, before me personally come(s) <u>Zachary Pate</u>, Attorney(s)-in-Fact of <u>Western Surety Company</u> 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 <u>Western Surety Company</u> 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 - MINNESOTA My Commission Expires Jan. 31, 2027

Notary Public

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

Thomas Kemp, Thomas M Lahl, Zachary Pate, Troy Staples, Jennifer Boyles, Nicholas Hochban, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 7th day of July, 2021.

State of South Dakota County of Minnehaha

SS

On this 7th day of July, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026

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M.BENT {
SEAL SOUTH DAKOTA
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- And have the first the first first first for the first

CERTIFICATE

7 Ben

Relson

WESTERN SURETY COMPANY

WESTERN SURETY COMPANY

M. Bent, Notary Public

Bruflat Vice President

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this **13th** day of **September**, **2022**.

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.



SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726 1200 Hancock Street Becker, MN 55308

BID FROM: Patriot Erectors, Inc

9520 Co Rd 19 Suite B

Loretto MN 55357

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the <u>Becker Public Schools-Intermediate - Additions & Remodeling</u> 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 ____04 Structural Steel and Metal Fabrication Install
 - a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

Some Hundred Three Thousand Eight Hundred Fifty	\$103,850.00
-------------------------------------------------	--------------

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

\$

\$

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

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

for the Combined	Base Bid Sum of:	
\$		\$
UNIT PRICES:		
Unit Price No. 1:	Soil Corrections – Cost per Cubic Yard	
\$		\$

<u>Addenda</u>: 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. <u>01</u>	Dated <u>09-06-2022</u>	Addenda No	Dated	
Addenda No. <u>02</u>	Dated 09-09-2022	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 <u>Minnesota State</u> <u>Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.</u> 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: <u>9520 Co Rd 19</u> Suite B	
City: <u>Loretto</u>	State: <u>MN</u> Zip: <u>55357</u>
Phone Number: <u>(763) 498-0004</u> Fax Nur	mber: <u>(763)</u> 498-7256
Name (typed or printed): Brad Jacobs	
Title: President	
Date:09-15-2022	

END OF SECTION 00 41 13

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¢ 1



Bid Bond

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CONTRACTOR: (Name, legal status and address) Patriot Erectors, Inc.

9520 County Road 19, Suite B Loretto, MN 55357 OWNER: (Name, legal status and address) Becker Public Schools ISD 726 12000 Hancock Street Becker, MN 55308 BOND AMOUNT: ***FIVE PERCENT OF AMOUNT BID***

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

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:

Init.

(Name, location or address, and Project number, if any) Becker Public Schools Intermediate IAQ Additions and Remodeling

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	15th	day of S	September 2022 Patriot Erectors, Inc.	
(Witness)	Hai		(Printipal) (Seal)	
.1	0	V	(Title) President/	
lina hart. A	11 A AA	1	Great Midwest Insurance Company	
(Witness)	MARC	1	(Surety)	
			(Title) Todd Schaap, Attorney-in-Fact	1
			Toda Schaap, Alloniey-In-Pace	<u>3</u> /
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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: Thomas O. Chambers. Todd Schaap

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 1st day of October, 2018 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 Ten Million dollars (\$10,000,000.00), 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 facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile 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 11th day of February, 2021.



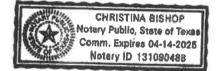
GREAT MIDWEST INSURANCE COMPANY

HALL W. WAL

Mark W. Haushill President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, 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.



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 <u>15th</u> Day of <u>September</u>, 2022 BY <u>BY</u> Use CORPORATE SEAL BY <u>Leslie K. Shaunty</u> Secretary Secretary WARNING: Any person who knowingly and with Intent to defraud any insurance company or other person, files and application for insurance of claim

"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.

STATE OF WISCONSIN)

COUNTY OF Racine)

ON THIS ______ day of _____ September 2022 before me, a notary public, within and for said County and State, personally appeared _____ Todd Schaap to me personally known, who being duly sworn, upon oath did say that he is the Attorney-in-Fact of and for the Great Midwest Insurance Company _____, a corporation of Texas _____, created, organized and existing under and by virtue of the laws of the State of **Texas**; 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 Todd Schaap did acknowledge that he/she executed the said instrument as the free act and deed of said Company.

Jackie Sheldon

Notary Public, **Racine** County, Wisconsin My Commission Expires 2/13/2023



SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools - ISD 726 1200 Hancock Street Becker, MN 55308

BID FROM:	A.M.E. Construction Corp						
	PO Box 388						
	Wayzata, MN 55391						

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the Becker Public Schools-Intermediate - Additions & Remodeling 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 04 - Structural Steel & Metal Fabrication -Install a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ <u>Or</u>	ne hundred	forty	three	thousand	four	hundred	 \$ 143,400.00
-	Marile Cara						
۷.	Work Scope			aufauna all u		den de la trace	

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

\$

\$

\$

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

\$

4. COMBINED WORK SCOPE BID

5 T 1 2

a. The Bidder agrees to perform all work in the following Work Scopes:

for the Combined Base Bid Sum of:	
\$	\$
UNIT PRICES:	
Unit Price No. 1: Soil Corrections – Cost per Cubic Yard	
\$	\$

<u>Addenda</u>: 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. <u>1</u>	Dated <u>9/6/22</u>	Addenda No	Dated	
Addenda No. <u>2</u>	Dated 9/9/22	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 <u>Minnesota State</u> <u>Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.</u> 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: 2685 Rainey Road						
City: <u>Wayzata</u>	State: Zip:55391					
Phone Number: <u>952 449 8866</u> Fax Number: <u>952 449 4811</u>						
Name (typed or printed): <u>R Scott Vickerma</u>	an					
Signature: Mutt						
Title:President						
Date:9/14/2022						

END OF SECTION 00 41 13

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AIA° Document A310[™] – 2010

Bid Bond

€.

CONTRACTOR: (Name, legal status and address) A.M.E. Construction Corporation

P.O. Box 388 6700 Westor Wayzata, MN 55391 6700 Westor West Des M OWNER: (Name, legal status and address) Becker Public School District 12000 Hancock Street Becker, MN 55308 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:

Init.

1

(Name, location or address, and Project number, if any) Becker Intermediate School Additions & Remodeling

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 to extend the time in which the Owner may accept the bid. Waiver of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of an agreement between the bid documents, and the Owner and Contractor shall obtain the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time 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.

day of September 2022 A.M.E. Construction Corporation Signed and sealed this 15tł (Principal (Seal) RESID (Witness) (Title) Merchants Bonding Company (Mutual) (Suren (Seal Witness (Title) Thomas O. Chambers, Attorney-In-Fact C AIA Document A310TM – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the maximum extent possible under the Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Doc The American Institute of Architects' legal courisel, copyright@aia.org. NO



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

Eric Olson; Kimberly Rasch; Thomas O Chambers; Todd Schaap

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

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

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

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

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation 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 11th day of February , 2020



MERCHANTS NATIONAL BONDING, INC.

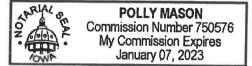
MERCHANTS BONDING COMPANY (MUTUAL)

President

STATE OF IOWA COUNTY OF DALLAS ss.

e.

On this 11th day of February 2020 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 15th day of September , 2022 ,



POA 0018 (1/20)

STATE OF WISCONSIN)

COUNTY OF Racine

)

ON THIS ________ day of ______ September 2022 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 lowa ____, created, organized and existing under and by virtue of the laws of the State of lowa ____; 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.

theldor **Jackie Sheldon**

Notary Public, **Racine** County, Wisconsin My Commission Expires 2/13/2023



SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726 1200 Hancock Street Becker, MN 55308

BID FROM:	Red Cedar Steel Erectors, Inc.	Contact: Alex Shoemaker - PM/Estimator
	4621 Domain Drive	Alexs@redcedarsteel.com
	Menomonie, WI 54751	O: 715-235-0618 C: 608-558-7682

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the <u>Becker Public Schools-Intermediate - Additions & Remodeling</u> 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 <u>4</u> Structural Steel Installation
 - a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

S One Hundred S	eventy-Five Thousand Five Hundred Dollars
-----------------	-------------------------------------------

\$ 175,500.00

\$

\$

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

\$____

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

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

		\$
INIT DDICES.		
INIT PRICES:		
nit Price No. 1:	Soil Corrections – Cost per Cubic Yard	
		\$ N/A

<u>Addenda</u>: 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	9/6/22	Addenda No	3	Dated _	9/14/22
Addenda No	2	Dated	9/9/22	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 <u>Minnesota State</u> <u>Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.</u> 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:4621 Domain Drive			
City: Menomonie	State: _	Zip:	54751
Phone Number:715-235-0618	_ Fax Number: _	715-235-0610	
Name (typed or printed): <u>Jeff Stovern</u> Signature: <u>JAA</u> Storm			
Title: <u>Treasurer</u>			

END OF SECTION 00 41 13

Date: <u>9/20/2022</u>

.

Bid Bond

CONTRACTOR: (Name, legal status and address) Red Cedar Steel Erectors, Inc.

4621 Domain Drive

Menomonie, WI 54751-2379 **OWNER:** (Name, legal status and address) Becker Public Schools - ISD #726

12000 Hancock Street Becker, MN 55308 **BOND AMOUNT:** Five Percent (5%) of Total Amount Bid PROIECT:

(Name, location or address, and Project number, if any) Becker Public Schools-Intermediate School Additions & Renovations (IAQ), 12000 Hancock St SE, Becker, MN 55308,

Work Scope 4: Structural Steel Installation

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 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

15th

day of September, 2022.

(Witness)

elvisa Iti.

Red Cedar Steel Erectors, Inc. (Principal)

Ireasur over.

Liberty Mutual Insurance Company (Surety)

(Tille) R.C. Bowman, Attorney-in-Fact





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

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company 175 Berkeley Street Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CORPORATE ACKNOWLEDGMENT

State of_	Wisconsin)
	•) ss
County of	Dunn)

On this <u>15th</u> day of <u>September</u> 2022, before me appeared <u>Jeff Stovan</u> to me personally known, who, being by me duly sworn, did say that he/she is the <u>Trueswar</u> of <u>Red Cedar Steel Erectors, Inc.</u>, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and that said <u>Jeff Stovarn</u> acknowledged said instrument to be the free act and deed of said corporation.

MELISSA FRIEST Notary Public State of Wisconsin Melijie Street Notary Public ______ County, <u>Wisconsion</u> My commission expires _____ Nov. 16, 2024

SURETY ACKNOWLEDGMENT

State of Wisconsin)
) ss
County of Dane)

On this 15th	day ofseptember	, before me	appeared R.C. Bowman
to me personally know	, who being by me duly sw	orn, did say that (s)	he is the Attorney-in-Fact of
Liberty Mutual Insurance C	ompany		, a corporation, that the seal
affixed to the foregoing	ginstrument is the corpora	ite seal of said corp	poration and that said instrument was
executed in behalf of s	aid corporation by authorit	ty of its Board of Di	rectors; and that said
R.C. Bowman	acknowledged sa	id instrument to be	the free act and deed of said corporation

Notary Public Dane



County, Wisconsin

My commission expires 9/19/2026



1

credit

Б

letter

loan,

, note, l rate or

mortgage,

Not valid for mo currency rate, ir

interest

residual

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

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

Certificate No: 8207173 - 190054

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brian J. Oestreich; C. White; Emily White; Joshua R. Loftis; Lin Ulven; Melinda C. Blodgett; Nathan Weaver; Nicole Stillings; R. C. Bowman; R. W. Frank; Rachel Thomas; Ross S. Squires; Sandra M. Engstrum; Ted Jorgensen; Tina L. Domask

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of January 2022 .



value guarantees. State of PENNSYLVANIA County of MONTGOMERY

On this 24th day of 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance January Company. The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authonized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authonzed officer.

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



nonwealth of Pennsylvania - Notary Seal Teresa Pastella Notary Public Montgomery County My commission expires March 28, 2025 Commission number 1126044 Member, Pennsylvania Association of Notaries

esa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

and/or Power of Attorney (POA) verification inquiries, till 610-832-8240 or email HOSUR@libertymutual.com. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety bond an ase call (any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such For bon please (instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of September 2022





By:

Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726 1200 Hancock Street Becker, MN 55308

Sparton Steel Erectors, Inc. 4300 Main Street BID FROM: St. BORIFACIUS, MN 55375

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the <u>Becker Public Schools-Intermediate - Additions & Remodeling</u> 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 #04 - Structural Steel Install a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of \$ Two Hundred Twenty Eight Theoward Six Hundred \$ 228,600,00 2. Work Scope a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of: \$ Ś 3. Work Scope _ a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of: -\$

or the Combined Base Bid Sum of:	\sim
	\$
٣	
INIT PRICES:	
Init Price No. 1: Soil Corrections – Cost per Cubic Yard	
\$ NA	\$

<u>Addenda</u>: 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	Dated 9/0/22	_Addenda No	Dated 9	19/22
Addenda No. <u>3</u>	Dated 9/14/22	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 <u>Minnesota State</u> <u>Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.</u>

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: 4300 Main 5tree	24
City: 51. Bon facily	_State: MN Zip: 55375
Phone Number: <u>Colt - Sco - Cout +</u> Fax I	Number: 612-545-4991
Name (typed or printed):	in 5
Signature:	
Title: President	
Date: 9/20/22	

END OF SECTION 00 41 13

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10

Document A310[™] – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address) Spartan Steel Erectors, Inc.

4300 Main Street Saint Bonifacius, MN 55375

OWNER:

(Name, legal status and address) ISD #726 Becker Public Schools 12000 Hancock Street Becker, MN 55308

SURETY:

(Name, legal status and principal place of business) Merchants National Bonding, Inc. 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.

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

PROJECT: (Name, location or address, and Project number, if any) Becker International IAQ Additions, Becker, Minnesota

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be mult 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 a 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 September

2022

(Witness)

Witness

Spartan Steel Frectors Inc (Principal)

(Seal)

(Seal)

(Title)

Merchants National Bonding, Inc (Surety)

(Title) Mary Jo Dingwall, Attorney-in Fact

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

2

STATE OF)		
COUNTY OF	22		
On the personally appeared and said that he/she resides in	day of	. 2	0 before me
personally appeared	to me knov	vn, who, being by me (duly sworn, did depose
and said that he/she resides in		that he/she is	a member, manager, or
officer of the limited liability company of_			and that
officer of the limited liability company of he/she is duly authorized to execute the for	egoing agreement in the n	ame of and for the limite	ed liability company.
	Notary Public, _		
	County,		
(Notarial Seal)	My commission	expires	
CORPO	RATE ACKNOWLE	DGEMENT	
STATE OF)		
COUNTY OF HENNEPTAL	SS		
COUNTION HENDEPLA)		
On the 15 personally appeared 50.	day of serrem AE	. 20) 10 before me
personally appeared 50.	J JOCHEME	<u>, , , , , , , , , , , , , , , , , , , </u>	, colore inc
to me known, who being by me duly sworn that he is the	, did depose and say: that	peresides in HENN	SEPEN COUNTRY
Spartan Steel Erectors, Inc.			
the corporation described in and which	executed the foregoing	instrument: that he kr	nows the seal of said
corporation; that the seal affixed to said inst	trument is such corporate	seal: that it was so affixe	d by order of the board
of directors of said corporation; and that he			
Megan Kristine Jochims			
Megan Kristine Sociality Notary Public	Notary Public, 🔤	Mille	0 L
	County,+	ENNEREN	\sim
Notarial N/Campission Expires January 31, 2027	My commission	expires	- 3031
ACKNOWLED	GEMENT OF CORP		
STATE OF Minnesota)		
	SS		
COUNTY OF <u>Dakota</u>)	2	
On the d	av of Sep	tember .2()22 before me
appeared Mary Jo Dingwall	J		
to be personally known, who is being by me	duly sworn, did say that	he is the aforesaid office	er or attorney in fact of
the Merchants National Bonding, Inc.		rporation; that the seal a	-
instrument is the corporate seal of said corp	oration, and that said inst	rument was signed and s	sealed in behalf of said
corporation by the aforesaid officer, by aut			
said instrument to be the free act and deed of		1/11	
THE IT	Notary Public,	Z.I.	
	County, Hennepin	Verelitze	Rivas
NOTARY PUBLIC - MINNESOTA	My commission e		



Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Dennis G Diessner; Jeff Larson; Jonathon Diessner; Mark N Kampf; Mary Jo Dingwall; Rebecca Thornburg; Rocklyn C Bullis; Thomas M Reuder; Yaralitza Rivas

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

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

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

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

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation 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 28th day of July 2022



MERCHANTS NATIONAL BONDING, INC. President

MERCHANTS BONDING COMPANY (MUTUAL)

STATE OF IOWA COUNTY OF DALLAS ss.

On this 28th day of July 2022 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Folly Mason Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 2nd day of September , 2022



SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO:	Becker Public Schools - ISD 726
	1200 Hancock Street
	Becker, MN 55308

BID FROM: McDowall Company

1431 Prosper Drive

Waite Park MN 56387

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the <u>Becker Public Schools-Intermediate - Additions & Remodeling</u> 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 _____5-Roofing & Metal Panels

ON THINDED MATCH FIGHT BUOLDAND OF THE TRADES OF THE

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

r

-	DLLARS AND 00/10	J	\$ 698,770.00
2	2. Work Scope _	N/A	
	a. The Bide of:	der agrees to perform all work in the above listed Worl	k Scope for the Base Bid Sum
\$	N/A		\$ N/A
3	. Work Scope	N/A	
	a. The Bido of:	ler agrees to perform all work in the above listed Work	< Scope for the Base Bid Sum
\$	N/A		\$ N/A

N/A	N/A		
the Combined	Base Bid Sum of:		
N/A		5	S N/A
IT PRICES:			
t Price No. 1:	Soil Corrections – Cost per Cubic Yard		
4	N/A		\$ N/A

<u>Addenda</u>: 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	Dated	9-6-22	_Addenda No. <u>3</u>	_ Dated _	9-14-22
Addenda No. <u>2</u>	Dated	9-9-22	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 <u>Minnesota State</u> <u>Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.</u> 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: 1431 Prosper Drive	
City: <u>Waite Park</u>	State: Zip:56387
Phone Number:	_ Fax Number:
Name (typed or printed):	
Signature:	
Title:	
Date: September 20, 2022	

END OF SECTION 00 41 13

•• •

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Bid Bond

a.

CONTRACTOR:

(Name, legal status and address) McDowall Company **PO Box 606** Waite Park, MN 56387 **OWNER:** (Name, legal status and address)

Becker Public Schools, ISD #726 12000 Hancock Street Becker, MN 55308 BOND AMOUNT: Five Percent of Amount Bid (5%)

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.

PROJECT:

1

(Name, location or address, and Project number, if any) Becker Intermediate IAQ Additions and Remodeling; Bid Category: 5 - Roofing & Metal Panels

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 15th day of S	September, 2022	
Uni Hope	McDowall Company (Principal) (Seal)	2
(Witness)	Tille), Vice President	_
Dinda Kothstein	Western Surety Company. (Surety) (Seal)	-
(Witness)	(<i>Title</i>) Naomi Lermon Attorney-in-fact	6

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.

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CORPORATE ACKNOWLEDGMENT

STATE OF Minnesota COUNTY OF _____Benton

3

On the <u>15th</u> day of	September	2022	before me personally
appeared, <u>Jay Mumm</u> say: that s/he resides in <u>Sartell</u>	to m	e, who being duly	sworn, did depose and
say: that s/he resides in <u>Sartell</u>	L, MIN	_that s/he is the	Vice President
of the Mc	Dowall Company		the corporation
described in and which executed the	e foregoing in:	strument; that s/h	e knows the sent of said
corporation; that the seal affixed to		-	
affixed by order of the board of dire	ectors of said	orporation; and t	hat she signed her/his
name thereto by like order.			
Survey and a second sec		G MIL	MA
(SEAL NANCY D. PFEIFFER		IM IM =	HAN
My Comm. Exp. Jan. 31, 202	25 Notary	Public	
**************************************	w.s		
ACKNOWLEDG	MENT OF CO	<u>DRPORATE SUI</u>	RETY
STATE OF MINNESOTA			
STATE OF MINNESOTA			
COUNTY OF <u>Stearns</u>			
On the date of the	f Ocatawah an		1.C
On the <u>15th</u> day o me personally appeared, <u>Naomi Lerr</u>	September		<u>2022</u> before
me personally appeared, Naomi Lerr	non	to	me known, who being
duly sworn, did say: that s/he			s/he is the aforesaid
officer or attorney in fact of Wester			
a corporation, that the seal affixed t	-	-	-
corporation, and that said instrumon	st on armod on	أمدأمما مسم امماممه ام	tototototototototototototototototototo

corporation; and that said instrument as 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.

	······
SEAL	Nathryn Vander Plaats
6	Notary Public - Minnesota
Section 2	My Commission Expires Jan. 31, 2024
S	

Notary Public

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

Litton E S Field Jr, Nicole M Coty, Jonathan N Vagle, Mark Alan Thune, Mutya Alvaran Enoksen, Gayle L Thorson, Jeffrey R Skaar, Individually, of Mendota Heights, MN Kevin Paulson, Tom Corneil, Chad Christianson, De Ette J Wurm, Debra M Bledsoe, Brenda S Klimstra, Erin Pohlman, Deb Geislinger, Jacqueline Riley, Dana Kerfeld, Brittany Bauer, Laurie Litke, Amanda Plantenberg, Dena Grunhovd, Leslie Seehusen, Naomi Lermon, Individually, of Saint Cloud, MN

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of August, 2022.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota County of Minnehaha

SS

On this 2nd day of August, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M Ben

CERTIFICATE

M. Bent, Notary Public

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 15th day of September 2022

SURETT CAR

WESTERN SURETY COMPANY

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

С на "

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.

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726 1200 Hancock Street Becker, MN 55308

BID FROM: Yamy Construction, Inc. 33/17 County Road 2 Saint Joseph, MN 56374

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the <u>Becker Public Schools-Intermediate - Additions & Remodeling</u> 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 <u>ll General</u> <u>ConStruction</u> a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of: irty four thousand one ity two dollars int hundred thirth 2. Work Scope a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of: \$ Ś Work Scope ____ a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of: \$ \$

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

for the Combined	Base Bid Sum of:	
\$		\$
UNIT PRICES:		
Unit Price No. 1:	Soil Corrections – Cost per Cubic Yard	
\$_		\$

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	17	122	Addenda No.	2	Dated _	9/	9	122
Addenda No	3	Dated _	91	14	122	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 <u>Minnesota State</u> <u>Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.</u> 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: 33/17 County Road 2					
city: Saint Joseph State: MN Zip: 56374					
Phone Number: 320 - 333 - 9530 Fax Number:					
Name (typed or printed): Gerard Yamny					
Signature: Deem Jun					
Title: President					
Date: 92022					

END OF SECTION 00 41 13

3

 ${\mathbb P}^{1}$

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we (Here insert full name and address or legal title of Contractor) Yamry Construction, Inc. 33117 County Rd 2 St. Joseph, MN 56374

as Principal, hereinafter called the Principal, and (Here insert full name and address or legal title of Surety) Nationwide Mutual Insurance Company 1100 Locust St. Des Moines, IA 50391

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

Becker Public Schools 12000 Hancock St Becker, MN 55308

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)

Becker Intermediate School, 12100 Hancock St. Becker, MN 55308

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	15th	day of September, 2022
D M		Yamry Construction, Inc.
yull		(Principal) (Seal)
(Witness)		(Title)
0	- 1 - 1	Nationwide Mutual Insurance Company
Abraha	Schaefi	(Surety)
(Witness)	0	Sall seture
		(<i>Title</i>) (Tyler Gerads (<i>Seal</i>) Attorney-in-Fact

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INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF	
COUNTY OF	SS
On the day of	,, before me personally appeared
	to me
known to be the person(s) described in and w Principal(s), and acknowledged to me that and deed.	vho executed the foregoing instrument, as he executed the same as his/her/their free act
(Notary Seal)	
CORPORATE	ACKNOWLEDGMENT
STATE OF Minne so ta	
STATE OF Minne Sofa COUNTY OF Steam 8	SS
which executed the foregoing instrument; that	o being by me duly sworn, did say that he/she is the ruction, Inc. , the corporation described in and the/she knows the seal of said corporation; that the ate seal; that it was so affixed by order of the board
preide Heda	•
(Notary Seal)	BRENDA J. FEDOR
ACKNOWLEDGMENT	OF CORPORATE SURET
STATE OF MINNESOTA	
COUNTY OF Stand	SS

On the 15th day of September, 2022, before me personally appeared Tyler Gerads 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.

Allea,

(Notary Seal)



KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutuel Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Compenies" does hereby make, constitute end appoint: LAURA B FALCONER; NATHAN J LORTZ; RAMONA M SCHAEFER; SHAWN W FLAVIN; SHAWN M WENSEL; SUSAN G CARROLL; TYLER L GERADS;

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

THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00)

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 eny 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 seeled under and by the following bylews 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 20th day of August, 2021.

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

ACKNOWLEDGMENT



STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, 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 seel and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Stephanie Rubino McArthur Notary Public, State of New York No. 02MC6270117 Qualified in New York County Commission Expires October 19, 2024

Scylanie Ruturo Malthe

I, Laura B. Guy, 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.

CERTIFICATE

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 5° day of

Kana B. Guy

Assistant Secretary

BDJ 1(08-21)00

This document is void if VOID appears in the BLUE line on the right, the Nationwide watermark is missing from the center of the page and/or the red consecutive number is missing from the upper right-hand corner. Contact us at 212-329-6900 if this document is void or if you have any questions.

SECTION 00 41 13 - BID FORM

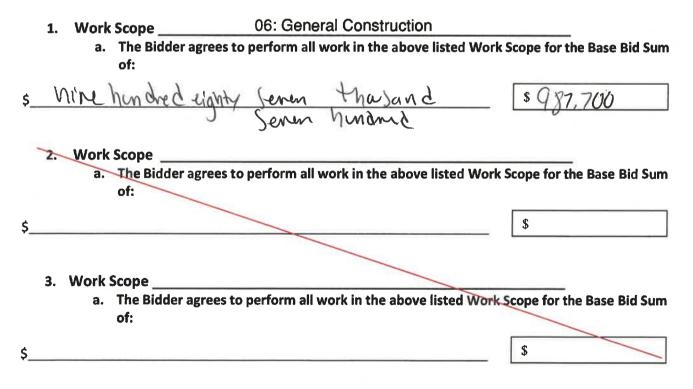
PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726 1200 Hancock Street Becker, MN 55308

BID FROM:	Ebert Inc dba Ebert Construction				
	23350 County Rd 10				
	Corcoran, MN 55357				

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the <u>Becker Public Schools-Intermediate - Additions & Remodeling</u> 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



4. COMBINED WORK SCOPE BID a. The Bidder agrees to perform all work in the following	g Work Scopes:
for the Combined Base Bid Sum of:	
\$	\$
UNIT PRICES:	
Unit Price No. 1: Soil Corrections – Cost per Cubic Yard	
\$	\$

<u>Addenda:</u> 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 _	9/6/2022	Addenda No	3	Dated	9/14/2022
Addenda No	2	Dated _	9/9/2022	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 <u>Minnesota State</u> <u>Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.</u> 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 Rd 10)			
City:	Corcoran	_State: _	MN	_Zip: _	55357
Phone Number:	763-498-7844_ Fax No	umber: _	763-49	8-995	51
Name (typed or printed): Signature:	Markus R Ebert	-			
Title:	Vice President / Sec	retary			
Date:September 20,	2022				

END OF SECTION 00 41 13



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)

Becker Public Schools ISD #726 12000 Hancock Street Becker, MN 55308

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

PROJECT:

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

Intermediate IAQ Additions & Remodeling

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 8th

day of September 2022

Ebert, Inc. dba Ebert Construction (Principal) (Seal) Witness Markus Ross Ebert Vice President & Secretary (Title) Merchants Bonding Company (Mutual) (Surely (Sedl) (Witness) (Title) Karla Deutsch Hunt Attorney-In-Fact Printed in cooperation with American Institute of Architects (AIA). The language in this CON 0657 (2/15) document conforms exactly to the language used in AIA Document A310-Bid Bond-2010

ACKNOWLEDGMENT OF INDIVIDUAL

State of)) ss. County of)	ACKNOWLEDGMENT OF PRINCIPAL
County of)	
On this day of, before me per known to me to be the individual whose name is subscribed on this bond for purposes therein contained.	rsonally appeared rm, who acknowledged that this bond was executed for the
Notary Seal	Notary Public
ACKNOWLEDGMENT OF F	PARTNERSHIP
State of)) ss. County of))	ACKNOWLEDGMENT OF PRINCIPAL
County of)	
On this, before me per known to me to be a partner in the partnership whose name is subscribed of was executed on behalf of the partnership for the purposes therein contained	n this bond form, who acknowledged to me that the bond
Notary Seal	
	Notary Public
ACKNOWLEDGMENT OF CO	DRPORATION
State of Minnesota)) ss.	ACKNOWLEDGMENT OF PRINCIPAL
County of Hennepin) On this the <u>Vice President</u> of a corporation whose name is subscribed on this bond for authorized to execute the bond for the purposes therein contained.	<u>Markus Ross Ebert</u> , who acknowledged that he or she is orm, and that, as a corporate officer, he or she is
Notary Seal	Notary Public
a na secondar e contra de la contr A	
ACKNOWLEDGMENT OF	SURETY
State of Minnesota)) ss.	ACKNOWLEDGMENT OF SURETY
County of Hennepin)	
On this <u>8th</u> day of <u>September</u> , 2022 before me personally appeared Ka the attorney in fact who is authorized on behalf of <u>Merchants Bonding Compar</u>	
Notary Seal DIANE M. CHAMBERS NOTARY PUBLIC - MINNESOTA My Commission Expires Jan. 31, 2026	Notary Public



Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Aileen Geving; Christine Scott; Christopher James; Dee Ann Briegel; Gregg K Boomgard; James Erickson; Janet L Roth; Jerod Blakestad; John C Klein; Karen J Hawkinson; Karla Deutsch Hunt; Kerri Hatton-Rudnik; Kim Neary; Kristin B Schiferl; Kristin M Bakos; Larry Sumbs; Michael Zahn; Rita Carlson; Stephen M Klein; Susan A Rieschl; Thomas Towner; Tracy Chehoski; Wendy M Schmid

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

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

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

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation 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 28th day of March , 2022

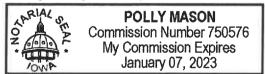


MERCHANTS BONDING COMPANY (MUTUAL) MERCHANTS NATIONAL BONDING, INC.

President

STATE OF IOWA COUNTY OF DALLAS ss.

On this 28th day of March 2022 , before me appeared Larry Taylor, to me personally known, who being by me duly swom did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 8th day of September , 2022



SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726 1200 Hancock Street Becker, MN 55308

BID FROM: Kellington construction, Inc.				
	807 Broadway ST. NE svite 185			
	MP25, MN 55413			

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the <u>Becker Public Schools-Intermediate - Additions & Remodeling</u> 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 Ob General construction

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

twenty three thousand dollars \$ 1,023,000.00 sone Million

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

\$

\$

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

\$_

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

for the Combined Base	Bid Sum of:	
\$		s NIA
UNIT PRICES:		
Unit Price No. 1: Soil (Corrections – Cost per Cubic Yard	
\$		\$ NIA

<u>Addenda</u>: 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	9/6/22	_Addenda No	<u>3</u> Dated	9/14/	22
Addenda No	2	Dated	11122	_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 <u>Minnesota State</u> <u>Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.</u> 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: 807 Broadway St. NE suite 185				
City:				
Phone Number: 612, 490, 0454 Fax Number: 612, 455, 730				
Name (typed or printed): Dan Guiden				
Signature:				
Title: <u>Uice President</u>				
Date: 9/15/2022				

END OF SECTION 00 41 13

.

Bid Bond

CONTRACTOR: (Name, legal status and address) Kellington Construction, Inc.

807 Broadway Street NE, Suite 185

Minneapolis, MN 55413 **OWNER:**

(Name, legal status and address) Becker Public Schools - ISD #726

12000 Hancock Street Becker, MN 55308 **BOND AMOUNT:** Five Percent (5%) of Total Amount Bid **PROJECT**:

(Name, location or address, and Project number, if any) Becker Public Schools-Intermediate School Additions & Renovations (IAQ), 12000 Hancock St SE, Becker, MN 55308, Work Scope 06 - General Construction

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	150	day of September, 2022.
A	2	Kellington Construction, Inc.(Principal)(Seal)
(Witness)	\sim /	Reed Lewis, LEO
(Witness)	\checkmark	Swiss Re Corporate Solutions America Insurance Corporation (Surety) (Seal)
		(Title) Lin Ulven, Attorney-in-Fact



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

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

1200 Main Street, Suite 800

Kansas City, MO 64105

Swiss Re Corporate Solutions America Insurance Corporation 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.

1

CORPORATE ACKNOWLEDGMENT

State of_	Minnesota)
) ss
County of	f Hennepin	

On this <u>15th</u> day of <u>September</u> <u>2022</u>, before me appeared <u>Kick Links</u> to me personally known, who, being by me duly sworn, did say that he/she is the <u>CEO</u> of <u>Kellington Construction, Inc.</u>, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and that said <u>Reced Links</u> acknowledged said instrument to be the free act and deed of said corporation.

and the first	Julianna Nicole Prom
	Notary Public
	Minnesota 21 2027
A Contraction	My Commission Expires January 31, 2027

Julianner	~	
Notary Public Hennen	n	County, Minnesota
My commission expires	31	2007

SURETY ACKNOWLEDGMENT

State of	Wisconsin)
) ss
County of	Polk)

On this	5th day of <u>September</u> 2022, befor	e me appeared Lin Ulven,
to me personally kn	now, who being by me duly sworn, did say th	nat (s)he is the Attorney-in-Fact of
Swiss Re Corporate So	lutions America Insurance Corporation	, a corporation, that the seal
affixed to the forego	ping instrument is the corporate seal of said	d corporation and that said instrument was
executed in behalf	of said corporation by authority of its Board	of Directors; and that said
Lin Ulven	acknowledged said instrument	to be the free act and deed of said corporation.

RACHEL THOMAS Notary Public, State of Wisconsin

Notary Public Polk

County, <u>Wisconsin</u>

My commission expires 6/21/2025

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIAL TY INSURANCE COMPANY ("SRCSAIC") SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("SRCSPIC") WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

R. W. FRANK, JOSHUA R. LOFTIS, TINA L. DOMASK, ROSS S. SQUIRES, RACHEL THOMAS, NICOLE STILLINGS, SANDRA M. ENGSTRUM,

BRIAN J. OESTREICH, LIN ULVEN, EMILY	WHITE, TED JORGENSEN, MELINDA C. BLODGETT, R. C. BOWMAN, COLBY WHITE, ALLISON H		
	and NATHAN WEAVER	JOINTLY or SEVERALLY	

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

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

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

SOLUTION STATE	SOLUTION COMPANY	By	Santance Co
S C F AL	ORPURAL A	Dy Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC	SEAL
	SEAL	Sould Jegente	William and P
THUS MISSOUR OPIN	A SSOUR OL	By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSP1C	A DECEMBER OF
and a state of the	State of the state	& Vice President of WIC	

IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 29TH day of	APRIL	, 20 ^{_22}
State of Illinois County of Cook	SS	

Swiss Re Corporate Solutions America Insurance Corporation Swiss Re Corporate Solutions Premier Insurance Corporation Westport Insurance Corporation

On this <u>29TH</u> day of <u>APRIL</u>, 20 <u>22</u>, before me, a Notary Public personally appeared <u>Erik Janssens</u>, Senior Vice President of SRCSAIC and Senior Vice President of SRCSAIC and Vice Pre



I, <u>Jeffrey Goldberg</u>, the duly elected <u>Senior Vice President and Assistant Secretary</u> of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this <u>15th</u> day of <u>September</u>, 2022

> Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

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SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726 1200 Hancock Street Becker, MN 55308

BID FROM: BCI Construction, Inc.

7135 - 5th Avenue NE

Sauk Rapid, MN 56379

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the <u>Becker Public Schools-Intermediate - Additions & Remodeling</u> 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 06 General Construction
 - a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

son Million Forty Five thousand Sixty nine \$1.045,069

2. Work Scope

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

\$

\$

\$

3. Work Scope _____

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

\$

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

for the Combined	Base Bid Sum of:	
\$		\$
UNIT PRICES:		
Unit Price No. 1:	Soil Corrections – Cost per Cubic Yard	
\$_	N/A	\$

<u>Addenda</u>: 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. <u>1</u>	Dated	09-06-2022	_Addenda No	Dated	09-09-2022
Addenda No. <u>3</u>	Dated	09-14-2022	_ 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 <u>Minnesota State</u> <u>Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.</u> 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:7135 - 5th Avenue NE				
City: Sauk Rapids	State:	MN	Zip: _	56379
Phone Number: <u>320-393-3185</u>	Fax Number:	320-393	-3186	
Name (typed or printed): Aaron Foss				
Signature:			_	
Title:CFO				

Date: September 15, 2022

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END OF SECTION 00 41 13

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CONTRACTOR: (Name. legal status and address) **BCI Construction**, Inc.

7135 5th Avenue NE

Sauk Rapids, MN 56379 **OWNER:** (Name, legal status and address) Becker Public Schools - ISD #726

12000 Hancock Street Becker, MN 55308 BOND AMOUNT: Five Percent (5%) of Total Amount Bid PROJECT:

(Name, location or address, and Project number, if any) Becker Public Schools-Intermediate School Additions & Renovations (IAQ), 12000 Hancock St SE, Becker, MN 55308,

Work Scope 06 - General Construction

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.

(Tithe)

(Surety)

Signed and sealed this

day of September. 2022.

BCI Construction, Inc. (Principal)

Plaron FOGS.

Fidelity and Deposit Company of Maryland

(Title) Brian J. Oestreich, Attorney-in-Fact

FD

15th

(Witness)



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

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

Fidelity and Deposit Company of Maryland 1299 Zurich Way, 5th Floor Schaumburg, IL 60196-1056

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.

(Seal)

(Seal)

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CORPORATE ACKNOWLEDGMENT

State of <u>Minnesota</u>)) ss County of <u>Denton</u>)

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On this <u>15th</u> day of <u>September</u> <u>2022</u>, before me appeared <u>Auron FOSS</u> to me personally known, who, being by me duly sworn, did say that he/she is the <u>CFO</u> of <u>BCI Construction, Inc.</u>, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and that said <u>Auron FOSS</u> acknowledged said instrument to be the free act and deed of said corporation.



Sherri	Mederich	/
Notary Public	Pentin	County,
My commissio	n expires <u>fan</u>	31,2026

SURETY ACKNOWLEDGMENT

State of	Minnesota)
) ss
County of	Hennepin)

On this ______ day of ______ 2022_, before me appeared Brian J. Oestreich ______, to me personally know, who being by me duly sworn, did say that (s)he is the Attorney-in-Fact of _______, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was executed in behalf of said corporation by authority of its Board of Directors; and that said _______. Brian J. Oestreich _______ acknowledged said instrument to be the free act and deed of said corporation.

SANDRA M. ENGSTRUM NOTARY PUBLIC MINNESOTA My Commission Expires Jan. 31, 2026

n M kry bur

Notary Public <u>Hennepin</u> County, <u>Minnesota</u> My commission expires <u>1/31/2026</u>

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **R. W. FRANK, Brian J. OESTREICH, Melinda C. BLODGETT, Nathan WEAVER, Joshua R. LOFTIS, R.C. BOWMAN, Ted JORGENSEN, Nicole STILLINGS and C. WHITE, of Minneapolis, Minnesota, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the FIDELITY AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.**

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 18th day of November, A.D. 2021.

SEAL SEA SEAL

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray Vice President

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By: Dawn E. Brown Secretary

State of Maryland County of Baltimore

On this 18th day of November, A.D. 2021, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray**, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



Constance a. Dum

Constance A. Dunn, Notary Public My Commission Expires: July 9, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726 1200 Hancock Street Becker, MN 55308

BID FROM:	W. Gohman Construction Co.			
	815 County Road 75 E., PO Box 250			
	St. Joseph, MN 56374			

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the <u>Becker Public Schools-Intermediate - Additions & Remodeling</u> 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	06 - General Construction		
		a. The Bidde of:	r agrees to perform all work in the above listed Wor	k Scope	ofor the Base Bid Sum
\$_	Or	e million	one hundred twenty fire thousand	\$ 1	,125,000
	2.	Work Scope	N/A		
			r agrees to perform all work in the above listed Worl	(Scope	for the Base Bid Sum
\$_			N/A	\$	N/A
	3.	Work Scope	N/A		
	э.		r agrees to perform all work in the above listed Work	Scope	for the Base Bid Sum
\$_			N/A	\$	N/A
				· · ·	

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

	N/A	
for the Combined	Base Bid Sum of:	
\$	N/A	\$ N/A
UNIT PRICES:		
Unit Price No. 1:	Soil Corrections – Cost per Cubic Yard	
\$_	N/A	\$ N/A
-		L

<u>Addenda</u>: 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 _	9/6/2022	Addenda No	3	Dated	9/14/2022
Addenda No.	2	Dated	9/9/2022	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 <u>Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.</u> 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.

reet Address: 815 County Road 75 East, PO Box 250						
City:St. Joseph	State:	Zip:	56374			
Phone Number:	_ Fax Number: _	320-363-7207				
Name (typed or printed):Nichae	l Gohman					
Signature:M						
Title: President						
Date: 9/20/2022						

END OF SECTION 00 41 13

*

.

Westfield Group® 1 Park Circle, P O Box 5001, Westfield Center, Ohio 44251-5001

Bid Bond

Document A310[™] – 2010

CONTRACTOR: (Name, legal status and address)

W. Gohman Construction Co. 815 E. Co Rd 75 St. Joseph, MN 56374

OWNER: (Name, legal status and address) Becker Public Schools 12000 Hancock Street Becker, MN 55308 SURETY:

(Name, legal status and principal place of business) OHIO FARMERS INSURANCE COMPANY 1 Park Circle, PO Box 5001 Westfield Center, OH 44251-5001

(5%).

BOND AMOUNT: Five Percent of Bid Amount------

PROJECT:

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

Becker Public Schools-Intermediate School Additions & Renovations (IAQ)

Work Scope 06 – General Construction

Becker, MN

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

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

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

Signed and sealed this9th	_ day of _	September	,2022	. 22 F. F
D o		W. Gohman Construct	on Co.	
Jenstow		(Principal) By:		(Seal)
		Michael Gohman, P	resident	(Title)
BiNd		OHIO FARMERS INSUR (Surety) By:		(Seal)
Witness		Anna Plumski, Attorn	ev-In-Fact	(Title)

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BD5084 OFWWN (07/10)

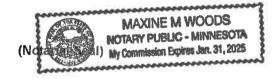
CORPORATE ACKNOWLEDGEMENT

STATE OF MINNESOTA

. .

COUNTY OF STEARNS

On the <u>20</u> day of <u>Society</u>, 20<u>22</u>, before me, personally appeared <u>Michael Gohman</u>, to me known, who being by me duly sworn, did depose and say that (s)he resides in <u>St. Cloud, MN</u>, that (s)he is the <u>President of</u> <u>W. Gohman Construction Co.</u> the corporation described in and which executed the foregoing instrument; that (s)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 (s)he signed his/her name thereto by like order.



Mayine MWoods

(Notary Signature)

ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF MINNESOTA

COUNTY OF STEARNS

On the <u>9th</u> day of <u>September</u>, 20 <u>22</u>, before me, appeared Anna Plumski ______, to me personally known, who being by me duly sworn, did say that (s)he is the aforesaid officer or attorney in fact of <u>theOhioFarmersInsuranceCompany</u>______, 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 afoesaid officer acknowledged said instrument to be the free act and deed of said corporation.

Notarial/Seal RYN A. BROPHY Notary Public-Minnesota My Commission Expires Jan 31, 2023

K. Burgh (Notary Signature

General Power of Attornev

POWER NO. 2260812 09 Westfield Insurance Co. Westfield National Insurance Co. **Ohio Farmers Insurance Co.** Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these ANITA M. FICKER, CHRISTINA GRESSER, MARK A. GRESSER, CAROL WEBER, JERI FREDERICK, BRIAN NOHAVA, KATHRYN

BROPHY, ANNA PLUMSKI, JOINTLY OR SEVERALLY

and State of MNits true and iawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name of WAITE PARK place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of

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

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

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

deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

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

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto A.D., 2022 . affixed this 24th day of AUGUST



County of Medina \$3.3

On this 24th day of AUGUST A.D., 2022, before me personality came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

State of Ohio County of Medina

\$5.



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

Senior Executive

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

In Witness Whereof, i have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 9th day of September A.D., 2022 ·



Aning Secretary

Frank A. Carrino, Secretary

BPOAC2 (combined) (03-22)

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726 1200 Hancock Street Becker, MN 55308

BID FROM:	Henkemeyer Coatings Inc.	
75		
n accordanc	ce with the Advertisement for Bids and the proposed construction docur	nents prepared by ML

Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the <u>Becker Public Schools-Intermediate - Additions & Remodeling</u> 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 7 Painting

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

\$ Seventy ninethousand six hundred dollars

\$ 79,600.00

\$

\$

\$

\$

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

4. COMBINED WORK SCOP	PE	BID
-----------------------	----	-----

a. The Bidder agrees to perform all work in the following Work Scopes:

for the Combined Base Bid Sum of:	
\$	\$
UNIT PRICES:	
Unit Price No. 1: Soil Corrections – Cost per Cubic Yard	
\$	\$

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. 🔜	Dated 9/6/22	_Addenda No. <u>3</u>	Dated	9/14/22
Addenda No	Dated 9/9/22	_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 <u>Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.</u> 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: 2103 196th St E (po Box 459)
City: <u>Clearwater</u> State: <u>MN</u> Zip: <u>55320</u>
Phone Number: 320 558 4447 7 Fax Number:
lame (typed or printed): Jim HenKemeyer
itle: President
rate: 9/14/22

END OF SECTION 00 41 13

____ *____*



Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we (Here insert full name and address or legal title of Contractor) Henkemeyer Coatings, Inc. P.O. Box 459 Clearwater, MN 55320

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

West Bend Mutual Insurance Company 1900 South 18th Avenue West Bend, WI 53095

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

ISD #726 – Becker Public Schools 12000 Hancock St Becker, MN 55308

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)

Intermediate IAQ Additions and Remodeling

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	15th	day of	September, 2022	
(Viness)	bfork	- (Principal)	er Coatings, Inc	(Seal)
(Witness))	(fitle) Presid West Bend (Surety) (Title)	Dalue	
/		(11112)	Name Alemdar Attorney-in-Fact	(Seal)

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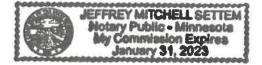
INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT

y.

STATE OF
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 thathe executed the same as his/her/their free act and deed.
(Notary Seal)
CORPORATE ACKNOWLEDGMENT
STATE OF Minnesota
COUNTY OF Stearns
On the 15 day of September, 2022 before me personally appeared to me known, who being by me duly sworn, did say that he/she is the of Herueneyer (above), INC, 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)
ACKNOWLEDGMENT OF CORPORATE SURETY
STATE OF MINNESOTA
ss COUNTY OF Washington
On the 15 day of September, 2022, before me personally appeared Name Alemdar to me known, who being duly swom, did say that he/she is the aforesaid officer or attorney-in-fact of the West Bend 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

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)





THE SILVER LINING®

Bond No. _____n/a

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Name Alemdar, Tyler Gerads, Melissa Nordin, Jeffrey Settem

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Ten Million Dollars (\$10,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

Christopher C. Lungart Attest

Christopher C. Zwygart Secretary

Kevin A. Steiner Chief Executive Officer/President

State of Wisconsin County of Washington

On the 17th day of August, 2021, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Atam

Matthew E. Carlton Senior Corporate Attorney Notary Public, Washington Co., WI My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this day of _	September	2022	
	CORPORATE D	Holle & Dunn	
	SEAL OF	Heather Dunn	
		Vice President - Chief Financial Officer	

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at West Bend Mutual Insurance Company.

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726 1200 Hancock Street Becker, MN 55308

BID FROM: Minnesota Acoustics

8750 Jefferson Hwy

Maple Grove, MN 55369

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the <u>Becker Public Schools-Intermediate - Additions & Remodeling</u> 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 8
 - a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

S Three Hundred Twenty Nine thousand seven Hundred Dollars

\$329,700.00

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

s N/A

\$N/A

\$N/A

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

sN/A

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

N/A for the Combined Base Bid Sum of:

\$ <u>N/A</u>	\$N/A
UNIT PRICES:	

Unit Price No. 1:	Soil Corrections – Cost per Cubic Yard	
ş l	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. <u>1</u>	Dated 09/06/2022	_Addenda No. <u>3</u>	Dated _	09/14	2022
Addenda No. 2	Dated 09/09/2022	_ 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 <u>Minnesota State</u> <u>Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.</u> 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: 8750 Jefferson Hwy		
City: Maple Grove	State: MN	
Phone Number: 763-416-2891	Fax Number: N/A	
Name (typed or printed): Jeremy Pittman		
Signature:		
Title: Project Manager		
Date: 09/15/2022		

END OF SECTION 00 41 13



AIA Document A310[™] – 2010

Bid Bond

CONTRACTOR: Name, legal status and address)

Minnesota Acoustics Inc. 8750 Jefferson Highway

Maple Grove, MN 55369

OWNER: (Name, legal status and address)

ISD#726-Becker Public Schools

SURETY:

(*Name, legal status and principal place of* This document has important legal *business*) consequences. Consultation with

Granite Re, Inc. 14001 Quailbrook Drive

Oklahoma City, OK 73134

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: Becker Intermediate School/Acoustical Ceilings

(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 (I) 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 13th day of September, 2022

itness) (Witness)

Init.

1.	
Minnesota Acoustics Inc. (Principal)	(Seal)
(Title) Profession Granite Re, Inc. (Surety)	(Seal)
(Title)Zachary Pate, 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.

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ACKNOWLEDGMENT OF PRI	NCIPAL (Individual)
State of)	
*) County of)	
	the year before me personally come(s) wn 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	uted the same.
	otary Public
ACKNOWLEDGMENT OF PRIN	ICIPAL (Partnersnip)
State of)	
) County of)	
On this day of in a to me l	the year, before me personally come(s) member of the co-partnership of 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	e same as for the act and deed of the said co-partnership.
No	tary Public
ACKNOWLEDGMENT OF PRIN	CIPAL (Corporation)
State of	the year <u>202</u> , before me personally come(s) me known, who, being duly swom, deposes and says that he/she is <u>AUDICS, INC</u> . which executed the foregoing instrument; that he/she knows the seal l; that it was so affixed by the order of the Board of Directors of said <u>AUDICS</u> and <u>AUDICS</u> and
State of Minnesota)	
) County of <u>Dakota</u>)	
On this 13th day of September, in the year 2022, before me personally	come(s) Zachary Pate, Attorney(s)-in-Fact of Granite Re, Inc. with
whom I am personally acquainted, and who, being by me duly sworn, says that I	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 o	
instrument is such corporate seal and that it was affixed by order of the Board of D	irectors of said company, and that he/she signed said instrument as
Attometrics in Each of the said company by like order.	1

ANDREA MARIE CONNOLLY-DEES NOTARY PUBLIC - MINNESOTA My Commission Expires Jan. 31, 2025

Aus	C
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:

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

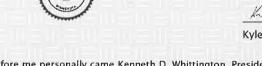
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this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

WANDA FRANZ; TOM LAHL; TOM KEMP: LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN 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 3rd day of January, 2020.

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA)



Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

On this 3rd day of January, 2020, 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, 2023 Commission #: 11003620

SS:



Bethany & alles

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

13th day of September 2022

the warrant

Kyle P. McDonald, Assistant Secretary

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726 1200 Hancock Street Becker, MN 55308

BID FROM: SONUS Tutenions Sandburg Rd Saite 800 Len Valley, MI 5542

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the <u>Becker Public Schools-Intermediate - Additions & Remodeling</u> 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

Ś

1. Work Scope <u>08-Acoustic ceilings and Acoustical</u> Trentments a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum

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

: rel Thirty Eight Thousand Three hundred dolk 8.200

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

\$

3. Work Scope

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

\$ \$

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

for the Combined Base Bid Sum of:		
\$	\$	
UNIT PRICES:		
Unit Price No. 1: Soil Corrections – Cost per Cubi	Yard	
Ś	\$	

<u>Addenda</u>: 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. <u>1</u>	Dated 9-6-2022	_Addenda No. <u>3</u>	Dated 9-14-2022
Addenda No. 🤦 🕔	Dated 9-9-2022	_ 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 <u>Minnesota State</u> 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: 6325 Sandburg R& Suite 800
city: Golden Valley State: MN Zip: 55427
Phone Number: 763-557-6720 Fax Number: 263-557-0845
Name (typed or printed): JASON Plumley
Signature:
Title: Project Manager
Date: 9-20-2022

END OF SECTION 00 41 13

THE **CINCINNATI INSURANCE COMPANY** CINCINNATI, OHIO

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Sonus Interiors, Inc.

as Principal, hereinafter called the Principal, and THE CINCINNATI INSURANCE COMPANY, 6200 S. Gilmore Road, Fairfield, Ohio 45014-5141, a corporation duly organized under the laws of the State of Ohio, as Surety, hereinafter called the Surety, are held and firmly bound unto ICS

as Obligee, hereinafter called the Obligee, in the sum of 5% of bid

Dollars (\$ 5% of bid 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.

١.

WHEREAS, the Principal has submitted a bid for

Becker Public Schools - Intermediate School Additions & Renovations

12000 Hancock St., Becker, MN 55308

Furnish and Install Acoustical Ceiling Treatments

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 20th day of September	2022	
NA / / I	Sonus Interiors, Inc.	
(Witness)	(Principal)	(Seal)
	By: Jason Rumley	
	Jason Plumley / Project Manager	(Title)
	THE CINCINNATI INSURAN	CE COMPANY
(Witness)	(Surety)	(Seal)
Sec.	By: Peter Follese	
	Peter Follese	Attorney-in-Fact

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, February 1970 Edition.

PLEASE INSERT IN THE POWER-OF-ATTORNEY SECTION OF YOUR BOND KIT (INDIVIDUAL ACKNOWLEDGMENT)

STATE OF		
COUNTY OF	SS	
On the day of		2022, before me, a Notary Public
within and for said county, personally appear	ed,	to me
known to be the person described in and wh h_{e} executed the same as h_{e} free act and ϕ	o executed the foregoing instrumen	
	Notary Public	County
(Notarial Seal)	My Commission Expires	
COF STATE OF	PORATE ACKNOWLEDGM	ENT
COUNTY OFHennipin	SS	
On the 20th day of	September	, <u>2022</u> , before me, personally appeared
Jason Plumlev	to me known, who h	peing by me duly sworn, did depose and say
that he resides in Golden Valley, Mi		
of the Sonus Interiors,		
foregoing instrument; that knows the seal that it was so affixed by order of the Board of D	irectors of said corporation; and that	signed name thereto by like order.
	-	County
(Notarial Seal)	My Commission Expires	
STATE OF Minnesota		
to me personally known, who being by me duly s		
	on; that the seal affixed to the foreg ned and sealed in behalf of said corp	oing instrument is the corporate seal of said oration by the aforesaid officer, by authority
	Notary Public	County
(Notarial Seal)		
	INSTRUCTIONS	

Most Bonds Filed In Minnesota Require The Signature Of **The Principal To Be Acknowledged By A Notary Public.** Also, The Signature Of The Attorney- In-Fact Should **Be Acknowledged By A Notary Public. On The Bond Form Itself There** Should **Be Two Witnesses To The Signature Of The Principal And Two Witnesses To The Attorney-In-Fact**.

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Peter Follese; Elli Ridley; Hilary Belt and/or Brianne Keehan

of Forest Lake, Minnesota and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows: Any such obligations in the United States, up to

Five Million and No/100 Dollars (\$5,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

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

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 8th day of March, 2017.



STATE OF OHIO) ss: COUNTY OF BUTLER)

Stypie A. Just

THE CINCINNATI INSURANCE COMPANY

Vice President

On this 8th day of March, 2017, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



MARK J. HULLER, Attorney at Law NOTARY PUBLIC - STATE OF OHIO My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio. this 27th day of April 2022



tin D Dan

Secretary

formstack sign Document Completion Certificate

Document Reference	: 34c63daa-1d2e-44ba-9bf8-afc974c312f3
Document Title	: Bid Bond - Becker Public Schools
Document Region	: Northern Virginia
Sender Name	: National Insurance Brokers
Sender Email	: info@mynationalbroker.com
Total Document Pages	: 3
Secondary Security	: Not Required
Participants	
	(jason@sonusinteriors.com) (p.follese@mynationalbroker.com)

CC

09/20/2022 12:49PM UTC

1. k.klabechek@mynationalbroker.com

TimestampDescription09/20/2022 12:46PM UTCSender downloaded document.09/20/2022 12:47PM UTCDocument sent by National Insurance Brokers (info@mynationalbroker.com).09/20/2022 12:47PM UTCEmail sent to Jason Plumley (jason@sonusinteriors.com).09/20/2022 12:47PM UTCEmail sent to National Insurance Brokers (info@mynationalbroker.com).09/20/2022 12:49PM UTCDocument viewed by Jason Plumley (jason@sonusinteriors.com).09/20/2022 12:49PM UTCDocument viewed by Jason Plumley (jason@sonusinteriors.com).09/20/2022 12:49PM UTCDocument viewed by Jason Plumley (jason@sonusinteriors.com).09/20/2022 12:49PM UTCJason Plumley (jason@sonusinteriors.com) has agreed to terms of service and to do business electronically with National Insurance Brokers (info@mynationalbroker.com).09/20/2022 12:49PM UTCSigned by Jason Plumley (jason@sonusinteriors.com).09/20/2022 12:49PM UTCEmail bet to Peter Follese (p.follese@mynationalbroker.com).09/20/2022 12:49PM UTCEmail sent to Peter Follese (p.follese@mynationalbroker.com).
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09/20/2022 12:49PM UTC Document copy sent to Peter Follese (p.follese@mynationalbroker.com)

Document copy sent to Jason Plumley (jason@sonusinteriors.com).

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726 1200 Hancock Street Becker, MN 55308

BID FROM: Acoustics Associates, Inc.

1250 Zane Ave N

Golden Valley, MN 55422

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the <u>Becker Public Schools-Intermediate - Additions & Remodeling</u> 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 08 Acoustical Ceilings
 - a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Three Hundred Sixty Nine Thousand Six Hundred Seventy \$ 3009, 670.00

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

\$

\$

\$_

\$

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

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

for the Combined Base Bid Sum of:	
\$	\$
UNIT PRICES:	
Unit Price No. 1: Soil Corrections – Cost per Cubic Yard	
\$	\$

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. <u>1</u>	Dated	_Addenda No. <u>3</u>	Dated 9-14-22
Addenda No. <u>2</u>	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 <u>Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.</u> 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:	Zane Ave N				
City: Golden Valley		State:	MN	_ Zip:	55422
Phone Number: _612-3	386-8277	Fax Number:	763-544-2	2928	
Name (typed or printe Signature: <u>Rul</u>	ed): _Paul Dean				
Title: Project Manager					

Date: 4-20-22

END OF SECTION 00 41 13

Selective Insurance Company of America 40 Wantage Avenue Branchville, New Jersey 07890 973-948-3000

BID BOND

SURETY:

40 Wantage Avenue

Branchville, NJ 07890

business.

The American Institute of Architects, AIA® Document A310[™] (2010 Edition)

(Name, legal status and principal place of

Selective Insurance Company of America

CONTRACTOR:

(Name, legal status and address)

Acoustics Associates, Inc. 1250 Zane Ave N Golden Valley, MN 55422

OWNER:

(Name, legal status and address) Becker Public Schools, ISD #726

12000 Hancock Street Becker, MN 55308

BOND AMOUNT:

5 % Percent of the Total Bid Amount

PROJECT:

(Name, location or address, and Project number, if any) Becker Intermediate School IAQ Work Scope 08- Acoustical Ceilings & Acoustical Treatment

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	14th	_ day of	September ,	2022
and Harris	247		Acoustics Associates, Inc. (Contractor as Principal)	(Seal)
(Witness)			(Title) KEN ALME, CF	0
Mille	1)/	lon-	Selective Insurance Compan (Surety)	y of America (Seal)
(Witness)	- ver	0	(Title) Ann Higgins, Attorn	ey-in-Fact

BondNo.B 1267516

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the original text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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.



Selective Insurance Company of America 40 Wantage Avenue Branchville, New Jersey 07890 973-948-3000 Bond

BondNo.B 1267516

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint Ann Higgins

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: \$25,000,000.00

Signed this <u>14th</u> day of <u>September</u>, <u>2022</u>

	SELECTIVE INSURANCE COMPANY OF AMERICAN COMPANY
	By:
	Its SVP, Strategic Business Units, Commercial Difference
STATE OF NEW JERSEY :	*
:ss. Branchville	
COUNTY OF SUSSEX :	
On this 14th day of September , 2022 before me acknowledged himself to be the Sr. Vice President of SICA, do, executed the foregoing instrument for the purposes there as Sr. Vice President and that the same was his free act and the same was his	the undersigned officer, personally appeared Brian G. Sarisky, who , and that he, as such Sr. Vice President, being aution free free cin contained, by signing the name of the composition by himself deed and the free act and deed of SICA. $BQ2675B^{TA}A_{L}$
Charlene Kimble NOTARY PUBLIC STATE OF NEW JERSEY ID # NIA MY COMMISSION EXPIRES 6/2/26	Notary Public

The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adupted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is val

Signed this 14th day of September 2022

EC) Michael H. Lanza, SICA Corporate Secretary

CORPON

SEAL

1926

Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

SELECTIVE INSURANCE^{5M}

ALL NOTICES REGARDING CLAIMS AGAINST THIS BOND MUST BE MAILED OR FAXED TO:

SELECTIVE INSURANCE COMPANY OF AMERICA Attention: BOND CLAIMS P.O. Box 7265 London, KY 40742

Email address: csvpriority@selective.com

Telefax: 866-324-3471

Phone: 866-455-9969

For all other inquiries not related to claims, contact Selective Insurance Company of America 40 Wantage Avenue Branchville, NJ 07890 1-800-777-9656 1-973-948-3000

Form 45 (9/22)



Selective Insurance Company of America 40 Wantage Avenue BondNo.B 1267516 Branchville, New Jersey 07890 973-948-3000

STATEMENT OF FINANCIAL CONDITION

Public Bid

I hereby certify that the following information is contained in the Annual Statement of Selective Insurance Company of America ("SICA") to the New Jersey Department of Banking and Insurance as of December 31, 2021:

ADMITTED ASSETS (in thousands)		LIABILITIES AND SURPLUS (in the	ousands)
Bonds	\$1,980,337	Reserve for losses and loss expenses	\$1,271,998
Preferred stocks at convention value	4,815	Reserve for unearned premiums Provision for unauthorized	518,464
Common stocks at convention values Subsidiary common stock at	91,382	reinsurance Commissions payable and	1,066
convention values	0	contingent commissions	39,070
Short-term investments Mortgage loans on real estate	140,848	Other accrued expenses	33,481
(including collateral loans)	62,909	Other liabilities	<u>458,257</u>
Other invested assets	194,151	Total liabilities	2,322,336
Interest and dividends due or accrued	15,464		
Premiums receivable	473,031	Surplus as regards policyholders	<u>838,299</u>
Other admitted assets	<u>197,698</u>	Total liabilities and surplus as	
Total admitted assets	3,160,635	regards policyholders	3,160,635

I further certify that the following is a true and exact excerpt from Article VII, Section 1 of the By-Laws of SICA, which is still valid and existing.

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

IN WITNESS WHEREOF, I hereunto subscribe my name and affix the seal of SICA, this 30th day of March , 2022.

NCE COMPA CORPORATA Michael H. Lanza SEAL SICA Corporate Secretary 1926 JER

STATE OF NEW JERSEY :

:ss. Branchville

COUNTY OF SUSSEX

On this <u>30th</u>day of <u>March</u> 2022, before me, the undersigned officer, personally appeared Michael H. Lanza, who acknowledged himself to be the Corporate Secretary of SICA, and that he, as such Corporate Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Corporate Secretary.

metere Marie Notary Public

My Commission Expires:

CHRISTINE MARIE LAWSON NOTARY PUBLIC STATE OF NEW JERSEY MY COMMISSION EXPIRES APRIL 15, 2024

ACKNOWLEDGMENT OF PRINCIPAL

(Individual or Partnership)

STATE OF				
COUNTY OF	ss:			
)			
On this	day of			,before me personally
to me known and known to me t	o be the same described in an	id who executed the abo	ve instrument	and dully acknowledged
the execution of the same.				and the second
		Notary Publ	ic	County
STATE OF MINNESOTA	(Corpo	oration)		
STATE OF <u>MINNESOTH</u> COUNTY OF <u>HENNEP</u>	✓ } ss:			
			2	
appeared 75	day of SE	TEMBER_	, 2022	,before me personally
to me known, who, being by me	duly sworn, did depose and sa	ay that he/she resides in	DAKDAL	G, MN
that he/she is the <u>CI</u>	of	Acquerica A	Ca	
the corporation described in and y	VIIICH executed the foregoing	instrument that ha/sha le	norra the seal	£
are sour arriver to salu matrume	in is such corporate seal: th	at it was attixed by ord	er of the Boa	rd of Directors of said
corporation and that he/she signed	l his/her name thereto by like	order.		the of Directors of said
			Cor.	
		Notary Publi	c starrey	County
				Ka Yang Vang State of Minnesota
	ACKNOWLEDGM	ENT OF SURETY		Notary Public
STATE OF Minnesota				Commission No. 10921605000 My Commission Expires 1/31/20
initia or initiaesota				
COUNTY OF <u>Hennepin</u>	\$ \$\$:			
On this 14th	day of	t. Los		
On this	day of	emoci	,2022	,before me personally
uly sworn, did depose and say the			to me kno	wn, who, being by me
hat he/she is the <u>Attorney-in-Fa</u>	ct			
elective Insurance Company of A	merica			of the
ne corporation described in and w	hich executed the foregoing i	nstrument: that he/she kr	owe the seal o	facid comparation of a
to som annou to salu monumen	I IS SUCH CORDORATE SEAF THAT	It was so attived by ord	or of the Dee	d of Dimension C 11
orporation and that ne/she signe	I his/her name thereto by lik	e order; and deponent f	urther says the	it he/she is acquainted
1111	ALLI FH2210S		- 1 Jan	nows him/her to be the
ttorney-in-Fact subscribed to the	within instrument is in the ge	nuine handwriting of the	bies	Ann Higgins
nd was subscribed thereto by like	order of the Board of Directo	rs in the presence of dep	onent.	t = 1
********	www.www.www.	Terlin	n 11	olen.
2	JULIAN T. THELEN	Notory Dublic		and
S NO	TARY PUBLIC - MINNESOTA		Hennepin	County
	Comm. Exp. Jan. 31, 2027			
Summer and	Correspondences and the second			

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SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726 1200 Hancock Street Becker, MN 55308

BID FROM: Twin City Acoustics, Inc.

9449 Science Center Drive Ste #100

New Hope, MN 55428

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the <u>Becker Public Schools-Intermediate - Additions & Remodeling</u> 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 _____08 Acoustical Ceilings & Treatment
 - a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

Four Hundred and Fourteen Thousand Dollars

\$ 414,000.00

\$

\$

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

Ś.

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



4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

	\$
INIT PRICES:	
nit Price No. 1: Soil Corrections – Cost per Cubic Yard	
Jnit Price No. 1: Soil Corrections – Cost per Cubic Yard	

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 _	9-6-22	Addenda No. <u>3</u>	Dated	9.14.22
Addenda No.	2	Dated	9-9-22	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 <u>Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.</u> 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:9449 Science Cente	r Drive Ste #100
City: New Hope	State: <u>MN</u> Zip: <u>55428</u>
Phone Number: <u>763-535-6697</u>	Fax Number:763-535-5309
Name (typed or printed): Derek Brinker	
Signature:	
Title: Vice President	
Date: 9-15-22	

END OF SECTION 00 41 13

• •

CNA SURETY

Bid Bond

CONTRACTOR:

(Name, legal status and address) Twin City Acoustics, Inc. 9449 Science Center Drive New Hope, MN 55428

OWNER:

(Name, legal status and address) Becker Public Schools – ISD 726 @ District Office 12000 2nd Street SE Becker, MN 55308

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

PROJECT:

(Name, location or address, and Project number, if any) Becker Intermediate School IAQ Additions & Renovations

Work Scope 08 - Acoustical Ceilings & Treatment

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 day of Septem	ber, <u>2022</u> .
1 March	Twin City Acoustics, Inc.
(White the funget	(Principal) (Seal)
	(Title) Dave Brinker, President
y) i i k h	Western Surety Company
(Witness)	(Surety) Gail (Seal)
\cup \cup	(Title) Gall T Hayes, Attorney-In-Fact

Printed in cooperation with the American Institute of Architects (AIA).

The language in this document conforms to the language used in AIA Document A310 - Bid Bond - 2010 Edition.

Bond No. Bid Bond

SURETY: Western Surety Company: South Dakota Corporation (*Name, legal status and principal place* of *business*)

151 N. Franklin Street 17th Floor 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.

ACKNOWLEDGMENT OF PRINCIPAL

State of Minnesota

County of Hennepin

On this <u>b</u> day of <u>c</u> <u>20</u> <u>2</u> before me a Notary Public in and for the State of <u>Minnesota</u> personally appeared <u>Dave Brinker</u> <u>know</u> to me to be the <u>President</u> of the principal described in the within instrument and who executed the same and acknowledge to me that he/she executed the same for on behalf of the said principal.



ACKNOWLEGEMENT OF SURETY

State of North Dakota

County of Cass

On this 15th day of 500t, 2022 before me a Notary Public in and for the State of North Dakota personally appeared Gail T. Hayes know to be the Attorney-In-Fact of the Surety described in the within instrument and who

executed the same and acknowledge to me the he/she executed the same for on behalf of the said Surety.

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9	AMY GLANZER
\$	Notary Public
J	State of North Dakata
ļ	My Commission Expires Sept. 24, 2023
	A second s

NOTARY PUBLIC

(SEAL)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Brenda L Parker, Judith L Jorissen, Daniel W Werner, Gail T Hayes, Michael J Boub, Tiffany Meduna, Phoebe L Kuntz, Zared Lefor, Charles P Klabo, Anthony Gross, Kristina Holtgard, Ashley Farthing, Amy Glanzer, Kathy Kramer, Senada Ranglall, Susan B Fischer-LeBeau, Jordan Kvale, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of December, 2021.

State of South Dakota County of Minnehaha } ss

On this 10th day of December, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026

M. BENT
SEAL NOTARY PUBLIC SEAL
South Dakota
+++++++++++++++++++++++++++++++++++++++

Ben

WESTERN SURETY COMPANY

CERTIFICATE

M Bent Notary Public

ul T Bruflat Vice President

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 15th day of September . 2022

Sapon I

WESTERN SURETY COMPANY

. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

PROPOSAL BID FORM

BID TO:	Becker Public Schools – ISD 726
	1200 Hancock Street
	Becker MN 55308

De	ECKEL, IVITA 22200	5		
BID FROM:	St.	Cloud	Acoust	::25
	P.O.	BOX 7	58	
	st.	Joseph,	mi	56374

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the <u>Becker Public Schools-Intermediate - Additions & Remodeling</u> 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 03- A LOUSTIC Ceilings, & Accerstical Theatment, a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum

			N
S FOUR HUNDRED TWENT	FIVET	HOUSAND	5

2. Work Scope

of:

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

S

S

- \$425,000,=

3. Work Scope

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

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

for the Combined Base Bid Sum of:	
\$	\$
UNIT PRICES:	
Unit Price No. 1: Soil Corrections – Cost per Cubic Yard	
\$	\$ NA.

<u>Addenda</u>: 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	Dated 9-6-22	Addenda No. <u>3</u>	Dated 9-14-22
Addenda No	Dated 9-9-22	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 <u>Minnesota State</u> <u>Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.</u> 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: 30762 Peur Drive, P.O. Box 758
City: State: MN Zip: 56374
Phone Number: 320-363-9585 Fax Number: 320-363-8586
Name (typed or printed): Ehresmann
Signature:
Title: Project Manager
Date: 9-12-22

END OF SECTION 00 41 13

.



AIA Document A310[™] – 2010

Bond No. RB0090048

Bid Bond

CONTRACTOR: *Vame, legal status and address)* St. Cloud Acoustics, Inc. 30762 Pearl Drive P.O. Box 758 Saint Joseph, MN 56374

OWNER: (Name, legal status and address)

ISD#726-Becker Public Schools

SURETY:

(*Name, legal status and principal place of* This document has important legal *business*) consequences. Consultation with

Granite Re, Inc. 14001 Quailbrook Drive

Oklahoma City, OK 73134

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: Becker Public Schools Intermediate IAQ Additions and Remodeling (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.

d this 13th as of September, 2022 Signed and St. Cloud Acoustics (Principal) (Seal) (Title NE Granite Re (5000) (Surety) (Witness) (Title)Zachary Pate, Attorney-In-Fact

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

Init AIA Document A310¹⁴ — 2010. Copyright ©1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARMING: 10 a CAP Condition is provided by 0.6. Copyright base and Informational Creations Underformed with the resolution of the ACAP and portion of the maximum of the ACAP provides of the maximum of the ACAP Purchasers are permitted to reproduce the 1(0) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-rial The American Institute of Architects' legal counsel, copyright@aia.org.

ACKNOWLEDGMENT OF PRINCIPAL (Individual) State of ___ County of , before me personally come(s) this in the year On day , 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 before me personally come(s) in the year On this dav of member of the co-partnership of а ____ 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 Hearn of <u>September</u>, in the year 2022, before me personally come(s) day of to me known, who, being duly swom, deposes and says that he/she is Clored Acoustics Fhc 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. Ann C Terwey ACKNOWLEDGMENT OF SURETY Notary Public Minnesota ssion Expires January 31, 2027 State of Minnesota) County of Dakota)

On this <u>13th</u> day of <u>September</u>, in the year <u>2022</u>, before me personally come(s) <u>Zachary Pate</u>, Attorney(s)-in-Fact of <u>Granite Re, Inc.</u> 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 <u>Granite Re, Inc.</u> 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

My Commission Expires Jan. 31, 2025

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:

WANDA FRANZ; TOM LAHL; TOM KEMP: LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES: NICHOLAS HOCHBAN 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:

WANDA FRANZ; TOM LAHL; TOM KEMP: LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN 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 3rd day of January, 2020.

STATE OF OKLAHOMA)) COUNTY OF OKLAHOMA)

Kenneth D. Whittington, President

McDonald, Assistant Secretary

On this 3rd day of January, 2020, 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 Kyie 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, 2023 Commission #: 11003620

SS:



Kithany & aled

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."

بر ورزم من	
IN WITNESS WHEREOF, the undersigned has subscribed this certificate and affixed the and a subscribed the subscr	corporate seal of the Corporation thi
13th day of September 2022	643

1 Mon

Kyle P. McDonald, Assistant Secretary

A DIMINISHING THE STATE OF STA

GR0800-1

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726 1200 Hancock Street Becker, MN 55308

BID FROM	Architectural Sales of MN	
	6840 Shingle Creek Parkway #5	
	Brooklyn Center, MN 55430	

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the <u>Becker Public Schools-Intermediate - Additions & Remodeling</u> 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

- Work Scope <u>#8 Acoustic Ceilings and Acoustical Treatments</u>

 The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:
- Four Hundred Seventy Three Thousand Four Hundred Thirty Three
- \$ 473,433.00

\$

\$

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

\$

\$_

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

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

\$

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 _	9.7.22	Addenda No	2	Dated_	9.12.2022
Addenda No.	3	Dated	9.14.2022	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 <u>Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.</u> 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: <u>6840 Shingle Creek Par</u>	kway #5			
City: Brooklyn Center	State: Zip:55428			
Phone Number: <u>763.533.1595</u>	Fax Number: <u>763.533.7852</u>			
Name (typed or printed):Mike Tembornino Signature:				
Title: President				
Date: 9.20.2022				

END OF SECTION 00 41 13

Bond No. _____

BID BOND The American Institute of Architects, AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we <u>Architectural Sales of Minnesota, Inc.</u> 6840 Shingle Creek Parkway, Suite 5, Brooklyn Center, MN 55430

as Principal hereinafter called the Principal, and <u>Old Republic Surety Company</u> a corporation duly organized under the laws of the state of <u>Wisconsin</u> as Surety, hereinafter called the Surety, are held and firmly bound unto <u>Becker Public Schools - ISD 726, 12000 Hancock Street, Becker, MN 55308</u>

as Obligee, hereinafter called the Obligee, 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 <u>#8 Acoustic Ceilings and Acoustical Treatments, Becker Public</u> Schools - ISD 726 Becker Intermediate Additions and Remodeling, 12000 Hancock Street SE, Becker, MN 55308

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 this16th	day of <u></u>	,
Witness	Architectural Sales of Minnesota, Inc.	(Seal) Name/Title
Julian Witness	Old Republic Surety Company Surety By: Diana L. Staber	(Seal)

ORSC 21328 (5/97)

PLEASE INSERT IN THE POWER-OF-ATTORNEY SECTION OF YOUR BOND KIT (INDIVIDUAL ACKNOWLEDGMENT)

STATE OF	
COUNTY OF	SS
On the day of	, before me, a Notary Public
	red,to me
known to be the person described in and wl he executed the same as he free act and	no executed the foregoing instrument, as Principal, and acknowledged to me that deed.
	Notary PublicCounty Minnesota
(Notarial Seal)	My Commission Expires
COI	
COUNTY OF Hennepin	35
On the day ofSeptember	r, 2022, before me, personally appeared
	to me known, who being by me duly sworn, did depose and say
	, that ^{he} is the President
	the corporation described in and which executed the
	of said corporation; that the seal affixed to said instrument is such corporate seal; Directors of said corporation; and that signed name thereto by like order.
-	
Susanne E. Tambornino	Susame E ambonico Notary Public Hennepin County Minnesota
NOTARY PUBLIC	
rial Seal MINNESOTA My Commission Expires Jan. 31, 2026	My Commission Expires $1 - 3 - 26$
ACKNOWL	EDGMENT OF CORPORATE SURETY
STATE OF Minnesota	
COUNTY OF Hennepin	SS
On this <u>16th</u> day of <u>September</u>	, 2022 , before me appeared Diana L. Staber
	sworn, did say that he is the aforesaid officer or attorney in fact of the on; that the seal affixed to the foregoing instrument is the corporate seal of said
corporation, and that said instrument was sign	ned and sealed in behalf of said corporation by the aforesaid officer, by authority icer acknowledged said instrument to be the free act and deed of said corporation.
[milin Rol derps
MELANIE RAE SMITH	Notary Public Hennepin County Minnesota
MY COMMISSION EXPIRES 01/31/25	My Commission Expires January 31, 2025
······	

INSTRUCTIONS

Most Bonds Filed In Minnesota Require The Signature Of The Principal To Be Acknowledged By A Notary Public. Also, The Signature Of The Attorney- In-Fact Should Be Acknowledged By A Notary Public. On The Bond Form Itself There Should Be Two Witnesses To The Signature Of The Principal And Two Witnesses To The Attorney-In-Fact.



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

STEVEN A. HOLMQUIST, DIANA L. STABER, MAC ADAM T. GORDON, JAMES BURIAN, OF MAPLE GROVE MN

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

ALL WRITTEN INSTRUMENTS

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

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

- RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary: or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

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

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be 25TH affixed this day of APRIL 2022.

Karen Q. staffrer

Assistant Secretary





STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

day of APRIL, 2022 25TH On this

personally came before me,

and

Karen J Haffner , to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Signed and sealed at the City of Brookfield, W1 this

Notary Public

16th day of September, 2022.

Karca g. staffer

Assistant Secretary

9/28/2022 My commission expires:

(Expiration of notary commission does not invalidate this instrument)

Alan Pavlic

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

40-3762

CERTIFICATE



RAY SMITH INS AGENCY, INC.

OLD REPUBLIC SURETY COMPANY

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726 1200 Hancock Street Becker, MN 55308

BID FROM: Commercial Flooring Services LLC d/b/a CFS Interiors and Flooring

940 Apollo Road, Suite 110

Eagan, MN 55121

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the <u>Becker Public Schools-Intermediate - Additions & Remodeling</u> 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 09 Flooring and Tile
 - a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$_		Eighty Five Thousa	and Seven Hundred Sixty Two Dollars	\$ 85,762.00
	2.	Work Scope a. The Bidder a of:	NA agrees to perform all work in the above listed	Work Scope for the Base Bid Sum
\$_			NA	\$ NA
	3.	Work Scope	NA	
		a. The Bloder a of:	grees to perform all work in the above listed	Work Scope for the Base Bid Sum
\$_			NA	\$ NA

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

NA

for the Combined Base Bid Sum of:

\$

NA

<td

<u>Addenda</u>: 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. <u>1</u>	Dated_	09/06/2022	Addenda No	2	Dated	09/09/2022
Addenda No. <u>3</u>	Dated_	09/14/2022	_ 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 <u>Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.</u> 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 or insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 940 Apollo Road, S	Suite 110	
City:Eagan	State:	MNZip: _55121
Phone Number:651-681-8100	_ Fax Number:	651-681-1385
Name (typed or printed):		
Signature:	Digitally signed by Jeff Neyssen DN: C=US. E=jneyssen@cfs-floors.c Ploging *, CN=Jeff Neyssen Dete-	om, O=°CF8 Interiors and
Title: Sr. Account Manager		
Date:09/20/2022		

END OF SECTION 00 41 13

.

MIA Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address) Commercial Flooring Services, LLC

940 Apollo Road #110

Eagan, MN 55121 OWNER: (Name, legal status and address) ISD #726 - Becker Public School District

12000 Hancock Street

Becker, MN 55308 BOND AMOUNT:

Remodeling

*** FIVE PERCENT OF AMOUNT BID *** PROJECT:

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

SURETY:

Work Scope 09-Flooring and Tile In connection with Becker Intermediate School Additions and

(Name, legal status and principal place of business) Swiss Re Corporate Solutions America Insurance Corporation This document has important legal 1200 Main Street #800 Kansas City, MO 64105

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 15th	day of September	2022		
A1 -1+	Cor	mmercial Flooring Services,	LLC	
(Witness)	(Pi	Minhael 9Ma	rden	(Seal)
	(T)	itle)		
An B Though	Swi	iss Re Corporate Solutions A	merica Insurance	Corporation
(Witness) Amy B. Thompson, Sr. Su	rety Account Executive	terchalas 21	hunter	(Seal)
	(Ti	itle)		
CAUTION: You should sign an original changes will not be obscured.	AIA Contract Document, on	which this text appears in RED	Attorney-In- An original assure	-Fact is that
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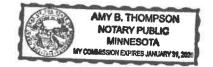
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INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT

 $L_{1} = \mathbb{R} \stackrel{\times}{\rightarrow}$

STATE OF	
COUNTY OF	SS -
On the day of	_,, before me personally appeared
known to be the person(s) described in and principal(s), and acknowledged to me that and deed.	who executed the foregoing instrument, as he executed the same as his/her/their free act
(Notary Seal)	
CORPORATE	ACKNOWLEDGMENT
STATE OF Munnista	SS
On the day of	,, before me personally appeared
the foregoing instrument; that he/she knows	to me known, who being by me of the , the corporation described in and which executed the seal of said corporation; that the seal affixed to twas so affixed by order of the board of directors of her name thereto by like order
No Commission Expine Jan. 31, 2006	T OF CORPORATE SURETY
STATE OF MINNESOTA	
COUNTY OF Ramsey	ŝS
known, who being duly sworn, did say that he Swiss Re Corporate Solutions America Ins affixed to the foregoing instrument is the corp instrument was signed and sealed in behalf o	me personally appeared Nicholas L. Newton to me e/she is the aforesaid officer or attorney-in-fact of the surance Corporation a corporation; that the seal iorate seal of said corporation, and that said if said corporation by the aforesaid officer, by resaid officer acknowledged said instrument to be
(Notary Seal)	B. Though

(Notary Seal)



SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIALTY INSURANCE COMPANY ("SRCSAIC") SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("SRCSPIC") WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

NICHOLAS L. NEWTON, JENNIFER F. NEWTON, AMY B. THOMPSON, LISA EUBANKS and BARBARA L. OLSON

JOINTLY or SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

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

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

SOLUTION THE	SUNTRESOLUTION	By	4
	OF CORPORATION TO THE	Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President	SEAL
SEAL S	SEAL S	of SRCSPIC & Senior Vice President of WIC	
1973		By	Magore /
S SOULAD	A CONSCIENCE	Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC	
	ALLAN TO ALLAND	& Vice President of WIC	200204-02/2

IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this day of	MAY	, 20_22
State of Illinois County of Cook	55	

Swiss Re Corporate Solutions America Insurance Corporation Swiss Re Corporate Solutions Premier Insurance Corporation Westport Insurance Corporation

On this 25TH day of $______, 20 ^{22}$, before me, a Notary Public personally appeared <u>Erik Janssens</u>, Senior Vice President of SRCSAIC and Senior Vice President of SRCSAIC and Vice President of Vice President of SRCSAIC and Vice President of SPCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



I, <u>Jeffrey Goldberg</u>, the duly elected <u>Senior Vice President and Assistant Secretary</u> of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still -- full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 15th day of September 2022

> Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

all been

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726 1200 Hancock Street Becker, MN 55308

BID FROM:	Grazzini Brothers & Company		
8	1175 Eagan Industrial Road		
	Eagan, MN 55121		

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the <u>Becker Public Schools-Intermediate - Additions & Remodeling</u> 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 09 Flooring / Tile
 - a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:
- \$ One Hundred Twenty Five Thousand One Hundred Fifteen Dollars

\$ 125,115.00

\$

\$

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

\$

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

\$

1

4. COMBINED WORK SCOPE BID

4 -

a. The Bidder agrees to perform all work in the following Work Scopes:

for the Combined Base Bid Sum of:	
\$	\$
UNIT PRICES:	
Unit Price No. 1: Soil Corrections – Cost pe	er Cubic Yard
\$	\$

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. <u>1</u>	Dated 09/06/2022	Addenda No	Dated
Addenda No.	Dated	Addenda No.	Dated

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in <u>Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.</u> 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:	1175 Eagan Industria	l Road			
City:	Eagan	State: _	MN	Zip:	55121
Phone Number:	651-994-4140	_ Fax Number: _	651-4	52-2701	
Name (typed or pri Signature:(inted): <u>Chad Haase</u> hl Haare				
Title:	Senior Project	Manager			
Date:09/15/202	22				

END OF SECTION 00 41 13

e x = 9

Bid Bond

CONTRACTOR: (Name, legal status and address) Grazzini Brothers & Company

1175 Eagan Industrial Road

Eagan, MN 55121 **OWNER:** (Name, legal status and address) Becker Public Schools - ISD #726

Work Scope 09 - Flooring and Tile

12000 Hancock Street Becker, MN 55308 BOND AMOUNT: Five Percent (5%) of Total Amount Bid PROJECT:

SURETY:

Western Surety Company **151 N Franklin Street**

Chicago, IL 60606

(Name, location or address, and Project number, if any) Becker Public Schools-Intermediate School Additions & Renovations (IAQ), 12000 Hancock St SE, Becker, MN 55308,

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.

This document has important legal

consequences. Consultation with

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

(Name, legal status and principal place of business)

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	15th	day of September, 2022.	
Venica R (Ilso	Grazzini Brothers & Company (Principal)	(Seal)
(weaters)		(Title) Gregory P. Grazzini, President CEO	F
_ Moelot	the	Western Surety Company (Surety)	(Seal)
(Witness)	P	(Title) R.C. Bowman, Attorney-in-Fact	



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

1

CORPORATE ACKNOWLEDGMENT

State of	Minnesota)
) ss
County of)	

On this <u>15th</u> day of <u>September</u> <u>2022</u>, before me appeared <u>Gregory P. Grazzini</u> to me personally known, who, being by me duly sworn, did say that he/she is the President/CEO Of Grazzini Brothers & Company ___, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and that said Gregory P. Grazzini acknowledged said instrument to be the free act and deed of said corporation.

Dakota Minnesota Notary Public/ County,

01/31/2026

MONIQUE M NAVARRETTE Notary Public Minnesota Commission Explices Jan 31, 2026

My commission expires

SURETY ACKNOWLEDGMENT

State of	Wisconsin)
) ss
County of	Dane)

On this _______ day of _______ September ________, before me appeared R.C. Bowman to me personally know, who being by me duly sworn, did say that (s)he is the Attorney-in-Fact of_ 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 executed in behalf of said corporation by authority of its Board of Directors; and that said

acknowledged said instrument to be the free act and deed of said corporation.



Notary Public Dane

My commission expires 9/19/2026

County, <u>Wisconsin</u>

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 scal herein affixed hereby make, constitute and appoint

R. W. Frank, Nicole Stillings, Rachel Thomas, Joshua R. Loftis, Ted Jorgensen, Sandra M. Engstrum, Melinda C. Blodgett, R. C. Bowman, Brian J. Oestreich, Lin Ulven, Emily White, Nathan Weaver, C. White, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of December, 2021.

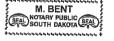
State of South Dakota County of Minnehaha

SS

On this 21st day of December, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



m Ben

WESTERN SURETY COMPANY

A. Bent, Notary Public

ul T. Bruflat, Vice President

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this **15th** day of **September**. **2022**



WESTERN SURETY COMPANY

J. nelson lelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726 1200 Hancock Street Becker, MN 55308

Burnsville, MN 55337

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the <u>Becker Public Schools-Intermediate - Additions & Remodeling</u> 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 _____10 Terrazzo

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

One Hundred and Thirty-Eight Thousand Three Hundred \$ and Thirty-Five Dollars \$ 138,335.00

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

\$

\$

3. Work Scope ____

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

\$_____

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

for the Combined	Base Bid Sum of:	
\$		\$
UNIT PRICES:		
Unit Price No. 1:	Soil Corrections – Cost per Cubic Yard	
\$_		\$

<u>Addenda</u>: 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	Dated	9/6/22	Addenda No.	3	Dated	9/14/22
Addenda No	Dated	9/9/22	_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 <u>Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.</u> 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: _	12101 Nicollet Avenue				
City: Burnsville	, MN 55337	State:	MNz	55337 ip:	
Phone Number:	952-746-9060 Fax	x Number:	952-746-9	9059	
Name (typed or p	Name (typed or printed):				
Signature:		\geq			
Title:	dent)			
9/15/2	2				

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) WTG Terrazzo & Tile, Inc. 12101 Nicollet Ave S Burnsville, MN 55337

as Principal, hereinafter called the Principal, and (Here insert full name and address or legal title of Surety) Swiss Re Corporate Solutions America Insurance Corporation 1200 Main Street

Kansas City, MO 64105

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

ISD #726 – Becker Public Schools 12000 Hancock St Becker, MN 55308

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)

Becker Public Schools Intermediate IAQ Additions & Remodeling Work Scope 10- Terrazzo

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	15th	day of	September, 2022		
Supalvalle	Q	WTG Terra (Principal)	zzo & Tile, Inc	(Seal)	
(Witness)		(Title)	A C		
(Witness)		Swiss Re C (Surety)	breaste Solutions Ame	erica Insurance (Corporation
		(Title)	Name Alemdar Attorney-in-Fact	(Seal)	

AIA Document A310TM - 1970. Copyright @ 1963 and 1970 by The American Institute of Architects.

INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF	
COUNTY OF	SS
On the day of	,, before me personally appeared
known to be the person(s) described in and w Principal(s), and acknowledged to me that and deed.	/ho executed the foregoing instrument, as he executed the same as his/her/their free act
(Notary Seal)	
CORPORATE A	CKNOWLEDGMENT
STATE OF MINNESOTA	
COUNTY OF DAKOTA	SS
and and and and an or of the original of the o	the foregoing instrument: that he/she knows the
seal of salu corporation; that the seal affixed to) Said instrument is such corporate sock that it was
name thereto by like order	said corporation; and that he/she signed his/her
(Notary Seal)	M ROXANNE BLOOMQUIST HOLM NOTARY PUBLIC MINNESOTA My Commission Expires January 31, 2027
ACKNOWLEDGMENT	OF CORPORATE SURETY
STATE OF MINNESOTA	
COUNTY OF Washington	SS
a corporation; that the seal affixed to the forego	d and sealed in behalf of said corporation by the ectors; and the aforesaid officer acknowledged said
	JEFFREY MITCHELL SETTEM

Motary Public - Minnesota My Commission Expires January 31, 2023

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIALTY INSURANCE COMPANY ("SRCSAIC") SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("SRCSPIC") WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

ALAN STARKS, JEFF SETTEM, MELISSA NORDIN, NAME ALEMDAR, CHARLES CHRISTENSEN, TYLER L. GERADS and ALEXANDRA KISSELL

JOINTLY or SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

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

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

SEAL	SEAL SEAL	By Erik Janssens, Senior Vice President of SRCSAIC & Senier Vice President of SRCSPIC & Senior Vice President of WIC Audd Jagach	
A DIANS SSC STORE		Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC	

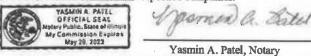
IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this_29TH	day	of	APRIL	20 ²	2

State of Illinois	_
County of Cook	SS

Swiss Re Corporate Solutions America Insurance Corporation Swiss Re Corporate Solutions Premier Insurance Corporation Westport Insurance Corporation

On this 29TH day of <u>APRIL</u>, 20 22, before me, a Notary Public personally appeared <u>Erik Janssens</u>, Senior Vice President of SRCSAIC and Senior Vice President of WIC and <u>Gerald Jagrowski</u>, Vice President of SRCSAIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 15th day of SEPTEMBER , 20 22.

> Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

 $q \in \mathbb{T}$

BID TO: Becker Public Schools – ISD 726 1200 Hancock Street Becker, MN 55308

BID FROM:	Grazzini Brothers & Company		
	1175 Eagan Industrial Road		
	Eagan, MN 55121		

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the <u>Becker Public Schools-Intermediate - Additions & Remodeling</u> 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 10 Terrazzo
 - a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ One Hundred Forty Four Thousand Two Hundred Dollars

^{\$} 144,200.00

\$

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

\$

\$

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

\$

4. COMBINED WORK SCOPE BID

a - 17

a. The Bidder agrees to perform all work in the following Work Scopes:

\$		\$
UNIT PRICES:		
Unit Price No. 1:	Soil Corrections – Cost per Cubic Yard	
ę		\$

<u>Addenda</u>: 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. <u>1</u>	Dated 09/06/2022	Addenda No	_ Dated
Addenda No	Dated	Addenda No	_ Dated

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in <u>Minnesota State</u> <u>Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.</u> 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:	1175 Eagan Indust	trial Road			
City:	Eagan	State: _	MN	Zip:	55121
Phone Number:	651-452-1205	Fax Number: _	651-4	52-2701	
Name (typed or prin Signature:	nted): Mark Mira	anda			
Title:	Senior Proj	ect Manager			
Date: 09/15/202	2				

END OF SECTION 00 41 13

e - - *

Bid Bond

CONTRACTOR: (Name, legal status and address) Grazzini Brothers & Company

1175 Eagan Industrial Road

Eagan, MN 55121 OWNER: (Name, legal status and address) Becker Public Schools - ISD #726

12000 Hancock Street Becker, MN 55308 BOND AMOUNT: Five Percent (5%) of Total Amount Bid PROJECT:

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.

(Name, location or address, and Project number, if any) Becker Public Schools-Intermediate School Additions & Renovations (IAQ), 12000 Hancock St SE, Becker, MN 55308, Work Scope 10 - Terrazzo

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 exceed 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	15th	day of September, 2022.	
(Witnes)	Dia	Grazzini Brothers & Company (Principal) (Title) Gregory P. Grazzini, President/OFD	eal)
(Witness)	llρ	Western Surety Company (Surety) (See De Dada (Title) R.C. Bowman, Attorney-in-Fact	al)



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

1

CORPORATE ACKNOWLEDGMENT

State of_	Minnesota)
) ss
County o	f Dakota)

On this <u>15th</u> day of <u>September</u> <u>2022</u>, before me appeared <u>Gregory P. Grazzini</u> to me personally known, who, being by me duly sworn, did say that he/she is the <u>President/CEO</u> of <u>Grazzini Brothers & Company</u>, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and that said <u>Gregory P. Grazzini</u> acknowledged said instrument to be the free act and deed of said corporation.



Notary Public Dakota County, <u>Minnesota</u> My commission expires <u>01/31/2026</u>

SURETY ACKNOWLEDGMENT

State of	Wisconsin)
) ss
County of	Dane)

On this <u>15th</u> day of <u>September</u> <u>2022</u> ,	before me appeared R.C. Bowman
to me personally know, who being by me duly sworn, did	say that (s)he is the Attorney-in-Fact of
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
executed in behalf of said corporation by authority of its	Board of Directors; and that said
R.C. Bowman acknowledged said instru	ment to be the free act and deed of said corporation



County, Wisconsin

Notary Public <u>Dane</u> My commission expires <u>9/19/2026</u>

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, Rachel Thomas, Joshua R. Loftis, Ted Jorgensen, Sandra M. Engstrum, Melinda C. Blodgett, R. C. Bowman, Brian J. Oestreich, Lin Ulven, Emily White, Nathan Weaver, C. White, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of December, 2021.

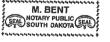
State of South Dakota County of Minnehaha

} ss

On this 21st day of December, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate scal; 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 Ben

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this **15th** day of **September**. **2022**



WESTERN SURETY COMPANY

J. nelson L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

WESTERN SURETY COMPANY

aul T. Bruflat, Vice President

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726 1200 Hancock Street Becker, MN 55308

wance Terrazzo ? Tik Co., Inc **BID FROM:** 425 Coon Rapids Blud Coon Rapids, MU 55433

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the Becker Public Schools-Intermediate - Additions & Remodeling 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 _____ 10 a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum
 - of:

YEIGHT THOYSAND \$168 61 SIX HUNDRED TWENTY \$ DISE MUNDASS <u>S1X1</u>

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

\$

\$

\$

Ś

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

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

for the Combined Base Bid Sum of:	
\$	\$
UNIT PRICES:	
Unit Price No. 1: Soil Corrections – Cost per Cubic Yard	
\$	\$

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

Dated 9/6/22	Addenda No.	<u>3</u> Dated	9/14/22
Dated 9/9/22	Addenda No	Dated	9/15/22
	o la la	01-1-	Dated $9/9/22$ 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 <u>Minnesota State</u> <u>Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.</u> 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: 425 Coors RAPIDS BUD NW
City: COON RAPIOS State: MN Zip: 55433
Phone Number: 763-780-5590 Fax Number: AANDE ADVTRZ, CON
Name (typed or printed): Annow P. Mozger
Signature: Marn Mt
Title: VICE president
Date: 9/20/22

END OF SECTION 00 41 13

4

Bid Bond

CONTRACTOR:

(Name, legal status and address) Advance Terrazzo & Tile Co., Inc.

425 Coon Rapids Blvd

Coon Rapids, MN 55433 OWNER:

(Name, legal status and address) Becker Public Schools - ISD #726

12000 Hancock Street Becker, MN 55308 BOND AMOUNT: Five Percent (5%) of Total Amount Bid PROJECT:

SURETY:

(Name, legal status and principal place of business)

Farmington Casualty Company One Tower Square Hartford, CT 06183

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

(Name, location or address, and Project number, if any) Becker Public Schools-Intermediate School Additions & Renovations (IAQ), Work Scope 10 - Terrazzo

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

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

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

Signed and sealed this 20th day of	of September, 2022.
(Witness)	Advance Terrazzo & Tile Co., Inc. (Principal) (Seal) - Ondrew A. Scandigli (Title), Andrew A. Scureligti Nice-President
(Witness)	Farmington Casualty Company (Surety) (Surety) (Seal) (Title) Ted R. Jorgensen, Attorney-in-Fact



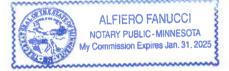
By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that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

1

CORPORATE ACKNOWLEDGMFNT

State of_	Minnesota)
) ss
County of	Anoka	

On this ______ day of ______ September ______, before me appeared __Andrew A.__Scardigli to me personally known, who, being by me duly sworn, did say that he/she is the Vice-President Of Advance Terrazzo & Tile Co., Inc. ____, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and that said Andrew A. Scardigli acknowledged said instrument to be the free act and deed of said corporation.



Notary Public ANOKA County, _____

My commission expires 1-31-2025

SURETY ACKNOWLEDGMENT

State of	Minnesota)
) ss
County of	fBecker)

On this _____ day of _____ September _____ 2022 , before me appeared Ted R. Jorgensen to me personally know, who being by me duly sworn, did say that (s)he is the Attorney-in-Fact of Farmington Casualty Company _, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was executed in behalf of said corporation by authority of its Board of Directors; and that said acknowledged said instrument to be the free act and deed of said corporation. Ted R. Jorgensen



County, Minnesota

My commission expires 1/31/2026

Notary Public Becker

TRAVELERS

Farmington Casualty Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company (the "Company") is a corporation duly organized under the laws of the State of Connecticut, and that the Company does hereby make, constitute and appoint MELINDA C BLODGETT, R. C. BOWMAN, Sandra M. Engstrum, R. W. FRANK, TED R JORGENSEN, JOSHUA R LOFTIS, BRIAN J OESTREICH, Nicole Stillings, RACHEL THOMAS, LIN ULVEN, C. WHITE, Emily White, and Nathan Weaver of Minneapolis, Minnesota, its true and lawful Attorney (s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Company has caused this instrument to be signed, and its corporate seal to be hereto affixed, this 21st day of April, 2021.



Robert L. Raney, Senior Vice President

State of Connecticut City of Hartford ss.

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L**. **Raney**, who acknowledged himself to be the Senior Vice President of the Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Company by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Board of Directors of the Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of the Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by the Company, which remains in full force and effect.

Dated this 20th day of September , 2022



Kavin E. Hughen Kavin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which the power is attached.

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726 1200 Hancock Street Becker, MN 55308

BID FROM:	Breth-Zenzen			Fit	e	Protection		
	805	3	Ster	ling	Dr			
							374	

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the Becker Public Schools-Intermediate - Additions & Remodeling 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 <u># 11 Fire Suppression</u> a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum

of:

s One hundred ninety one thousand, and \$ 191, 400.00 Four hundred dollars

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

\$

\$

\$

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

\$

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

i		
		\$
NIT PRICES:		
nit Price No. 1:	Soil Corrections – Cost per Cubic Yard	

<u>Addenda</u>: 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	Dated _	9-6-22 Addenda No.	2 Dated	9-9-22
Addenda No. 3	Dated	9-14-22-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 <u>Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.</u> 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: 8653 Sterling Dr.
City: <u>St. Joseph</u> State: <u>MN</u> Zip: <u>56374</u>
Phone Number: 320-492-3203Fax Number: josh@ bz fire . com
Name (typed or printed): Name (typed or printed):
Signature: And Will
Title: Sales
Date: 9-30-22

END OF SECTION 00 41 13

MAIA[°] Document A310[™] – 2010

Bid Bond

CONTRACTOR: (Name, legal status and address) Breth-Zenzen Fire Protection, LLC

 8053 Sterling Drive, Suite 101
 175 Berkeley Street

 St. Joseph, MN 56374
 175 Berkeley Street

 OWNER:
 Boston, MA 02116

 (Name, legal status and address)
 Becker Public Schools

 12000 Hancock Street
 Becker, MN 55308

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

SURETY: (Name, legal status and principal place of business) Liberty Mutual Insurance Company

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:

Init.

(Name, location or address, and Project number, if any) Becker Intermediate School Remodel

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 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	15th	day of	September 2022 Breth-Zenzen Fire Protection, LLC
(Witness)	h		(Principal) (Seal)
Maria	lhad	00	(Title) Liberty Mutual Insurance Company
(Witnes)	MUC	OYJ	(Surety) (Seal)
			(Title) Thomas O. Chambers, Attorney-in-Fact, D. S.
any portion of it, may result in sev Purchasers are permitted to reprodu	ere civil and crin ce ten (10) copies	international i final penalties, of this documer	by The American Institute of Architects. All rights reserved. WASONING: This ALA Treaties. Unauthorized reproduction or distribution of this ALA Document, or and will be prosecuted to the maximum extent possible under the law: ent when completed. To report copyright violations of AIA Confusci Documents, e-mail
The American Institute of Architects'	legal counsel, cop	yright@aia.org.	
			1819



This Power of Attorney limits the ects of those named herein, end they have no authority to bind the Company except in the menner end to the extent herein stated.

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

Certificate No: 8207515-969054

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massechusetts, end West American Insurance Company is e corporation duly organized under the laws of the State of Indiena (herein collectively called the "Companies"), pursuant to and by euthority herein set forth, does hereby name, constitute end appoint, Chelsea A. Bremer; David J. Rudnik; Eric Olson; Kimberly S. Rasch; Thomas O. Chambers, Todd Schaap

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an euthorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of March 2022 .

Liberty Mutual Insurance Company INSU INSUR TY INS The Ohio Casualty Insurance Company West American Insurance Company 1991 rantees. (POA) verification inquines, HOSUR@libertymutual.com Rv. David M. Cerey, Assistant Secretary State of PENNSYLVANIA **credit** guar County of MONTGOMERY SS On this 17th day of March, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casuelty Company, end West American Insurance Company, end that he, as such, being euthorized so to do, execute the foregoing instrument for the purposes value 5 , Ioan, letter o therein contained by signing on behalf of the corporations by himself as a duly authorized officer. IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal et King of Prussia, Pennsylvania, on the dey and year first above written. PASTE ESA OHMONWER ommonwealth of Pennsylvania - Notary Se note, l rate or and/or Power of Attorney all 610-832-8240 or email I Terasa Pastella, Notary Public By: Jeresa Pastella Montgomery County rate CI I nission expires March 28, 2025 Commission number 1126044 mortgage, e, interest n MASYLVI TARY PUS rania Association of Notaries This Power of Attorney is made and executed pursuant to end by euthority of the following By-laws end Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, end West American Insurance Company which resolutions are now in full force end effect reading as follows: for m rate, ARTICLE IV - OFFICERS: Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose In writing by the Chairman or the President, end subject to such limitation as the Chairman or the Not valid currency valid President mey prescribe, shall appoint such attorneys-in-fact, as may be necessary to ect in behelf of the Corporation to make, execute, seal, acknowledge end deliver as surety For bond ar please call eny end ell undertakings, bonds, recognizances end other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments end to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or euthority granted to env representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or euthority. ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds end Undertakings. Any officer of the Company euthorized for that purpose in writing by the chairman or the president, end subject to such limitations as the chairman or the president may prescribe, shell appoint such ettorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, ecknowledge and deliver as surety any and all undertakings, bonds, recognizances end other surety obligations. Such ettorneys-in-fact subject to the limitations set forth In their respective powers of ettomey, shall have full power to bind the Company by their signature and execution of eny such Instruments and to attach thereto the seal of the Company. When so executed such instruments shell be as binding as if signed by the president and attested by the secretary. Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to eppoInt such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge end deliver as surety eny and all undertakings, bonds, recognizances end other surety obligations. Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company In connection with surety bonds, shall be valid and binding upon the Company with the seme force and effect as though manually affixed. 1, Renee C. Liewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify thet the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of September , 2022 INSUR NSI EA2 1919 1991



LMS-12873 LMIC OCIC WAIC Multi Co 02/21

STATE OF WISCONSIN)

COUNTY OF Kenosha

)

ON THIS <u>15th</u> day of <u>September</u> 2022 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 _____ Liberty Mutual Insurance Company _____, a corporation of Massachusetts _____, created, organized and existing under and by virtue of the laws of the State of Massachusetts ; 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.

Megan Otto Notary Public, Kenosha County, Wisconsin My Commission Expires 3/3/2024



SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726 1200 Hancock Street Becker, MN 55308

BID FROM: Summit Fire Protection

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the <u>Becker Public Schools-Intermediate - Additions & Remodeling</u> 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 #11 Fire Suppression
 - a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$Two Hundred Sixty-Two Thousand Five Hundred Dollars\$ 262,500.00

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

\$

\$

\$____

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

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

	No Bid	
for the Combined	Base Bid Sum of:	
\$		\$
UNIT PRICES:		
Unit Price No. 1:	Soil Corrections – Cost per Cubic Yard	
\$_	N/A	\$0.00

<u>Addenda:</u> 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. <u>1</u>	Dated 9/6/22	Addenda No2	2 Dated 9/9/22	
Addenda No. <u>3</u>	Dated 9/14/22	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 <u>Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.</u> 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: 418 Great Oak Driv	e		
City: Waite Park	State:	Zip:	56387
Phone Number: <u>320-257-6390</u> F	ax Number:	320-257-6	5392
Name (typed or printed): Chad Larsen			
Signature:			
Title:			
Date: 9/20/22			

END OF SECTION 00 41 13

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- Fi -



IA Document A310[™] – 2010

Bid Bond

CONTRACTOR: Name, legal status and address) Summit Fire Protection Co. 418 Great Oak Drive

Waite Park, MN 56387

OWNER: (Name, legal status and address)

ISD#726-Becker Public Schools

SURETY:

(Name, legal status and principal place of This document has important legal business) consequences. Consultation with

XL Specialty Insurance Company 505 Eagleview Blvd., Suite 100

Exton, PA 19341

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: Becker Intermediate School Addition and Renovation - 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 12th day of September, 2022

Init

(Witness) (Witness)

Summit Fire Protection Co. (Principal)	(Seal)
(Title) Fre Protection Manager	
(Surety)	(Seal)
(Title)Troy Staples, 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.

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	ACKNOWLEDGMENT O	F PRINCIPAL (II	ndividual)	
State of)			
County of)			
On this			, before me personally ne to be the person(s) who (is) (are) de	
and executed the foregoing	instrument and acknowledge(s) to me that he	/she executed the same.		
		Notary Public		
	ACKNOWLEDGMENT OF	PRINCIPAL (Pa	rtnership)	
State of)			
County of)́			
On this	day of	, in the year a member of t	, before me personally he co-partnership of	come(s)
			o me to be the person who is describe	ed in and
executed the foregoing instru	ument and acknowledges to me that he/she ex	ecuted the same as for the ad	t and deed of the said co-partnership.	
		Notary Public		
	ACKNOWLEDGMENT OF	PRINCIPAL (Co	poration)	
State of Minnesota	`	·	. ,	
County of Steams)			
On this _13	day of September	, in the year <i>20</i>	22, before me personally	come(s)
Jeff C	· Sacobson	, to me known, who, be	ing duly sworn, deposes and says that I	he/she is
the fire Protectio	Manager of the Sum	nit Fire Protect	non	
			pregoing instrument; that he/she knows	
	eal affixed to the said instrument is such corpo	prate seal; that it was so affixe	ed by the order of the Board of Director	s of said
corporation, and that ne/sne s	signed his/her name thereto by like order.	Aupo	Plalne	
		Notary/Public/	(the second sec	m
	ACKNOWLEDGN	IENT OF SURETY	Jennifer Lynn Roehl Notary Public - Minnesol	
State of <u>Minnesota</u>)			My Commission Expires January	31,2024 5
) County of <u>Dakota</u>)				
	f <u>September</u> , in the year <u>2022</u> , before me pe	rsonally come(s) Trov Staples	s. Attornev(s)-in-Fact of XI Specialty In	surance
		(o) <u>1107 Staple</u>	a merior of an incore of <u>AL openalty III</u>	Sarance

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 XL 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 XL Specialty Insurance Company XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER LIMITED POWER OF ATTORNEY XL 1619745

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware insurance companies with offices located at 505 Eagleview Bivd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, do hereby nominate, constitute, and appoint:

Jennifer Boyles, Nicholas Hochban, Thomas Kemp, Zachary Pate, Troy Staples, Tom Lahl

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed \$100,000,000.00.

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

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this July 18th, 2022.

XL SPECIALTY INSURANCE COMPANY

Sy CB

Gregory Boal, VICE PRESIDENT

STATE OF PENNSYLVANIA COUNTY OF CHESTER

AWA

ORPORAL T

Attest:

by:

MM MM

Kevin M. Mirsch, ASSISTANT SECRETARY

On this 18th day of July, 2022, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.

Page 1 of 2

Commonwealth of Pennsylvania - Notary Seat S Grace Freed-Brown, Notary Public Cheater County My commission expires March 5, 2026 Commission number 1322812 Menter: Pennsylvania Association of Notaries

A. que falton

S. Grace Freed-Brown, NOTARY PUBLIC

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726 1200 Hancock Street Becker, MN 55308

BID FROM: Weidner Plumbing and Heating Co.

29 Wilson Ave NE

St. Cloud, MN 56304

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the <u>Becker Public Schools-Intermediate - Additions & Remodeling</u> 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 <u>12 – Mechai</u>	nical			
		a. The Bidder agrees to perform of:	all work in the ab	ove listed Work S	Бсор	e for the Base Bid Sum
\$_	fou	and zero cents	six thousand	five hundred	\$	4,456,500.00
	2.	Work Scope N/A				
		a. The Bidder agrees to perform of:	all work in the abo	ve listed Work S	соре	for the Base Bid Sum
\$_		N/A			\$	N/A
	3.	Work Scope N/A				
		 The Bidder agrees to perform a of: 	all work in the abo	ve listed Work So	cope	for the Base Bid Sum
\$_		N/A			\$	N/A

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

	N/A	
for the	Combined Base Bid Sum of:	
\$	N/A	\$ N/A
	RICES:	
Unit Pric	ce No. 1: Soil Corrections – Cost per Cubic Yard	
	\$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. <u>1</u>	Dated <u>9/06/22</u>	_ Addenda No	3 Dated	9/14/22
Addenda No. <u>2</u>	Dated 9/09/22	_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 <u>Minnesota State Statute Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.</u>

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: 29 Wilson Ave	NE
_{city:} St. Cloud	
Phone Number: <u>320-252-3000</u> F	ax Number: 320-252-3046
Name (typed or printed): Bruce Goh Signature: Document	
Title: President	
Date: 09/20/22	

END OF SECTION 00 41 13

æ

OHIO FARMERS INSURANCE COMPANY

Westfield Group®1 Park Circle, P O Box 5001, Westfield Center, Ohio 44251-5001

Conforms to Document A310[™] - 2010

Bid Bond

CONTRACTOR: (Name, legal status and address)

Weidner Plumbing and Heating Co. 29 Wilson Avenue NE St. Cloud, MN 56304

OWNER: (Name, legal status and address) Becker Public Schools ISD #726 12000 Hancock Street Becker, MN 55308 SURETY: (Name, legal status and principal place of business) OHIO FARMERS INSURANCE COMPANY 1 Park Circle, PO Box 5001 Westfield Center, OH 44251-5001

.(5%)--

BOND AMOUNT: Five Percent of Bid Amount------

PROJECT:

(Name, location or address, and Project number, if any) Becker Public Schools - Intermediate School Additions & Renovations (IAQ) Work Scope #12 - Mechanical

Becker, MN

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to exceed 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	day of	September 2022 .	
auna plunges		Weidner Plumbing and Heating Co.	(Seal)
	(Witness)	By: Brunghohmon Bruce Gohmann, President	(Title)
anna Plumsz:	(Witness)	OHIO FARMERS INSURANCE COMPANY (Surety)	(Sea/)
		By: Kathy Burghy Kathryn Brophy, Attorney-In-Fact	(Title)

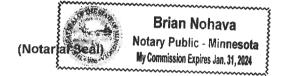
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CORPORATE ACKNOWLEDGEMENT

STATE OF MINNESOTA

COUNTY OF STEARNS

On the 44 day of <u>Centemper</u>, 2022, before me, personally appeared Bruce Gohmann, to me known, who being by me duly sworn, did depose and say that (s)he resides in <u>Clearwater, MN</u>, that (s)he is the <u>President of</u> <u>Weidner Plumbing and Heating Co.</u> the corporation described in and which executed the foregoing instrument; that (s)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 (s)he signed his/her name thereto by like order.



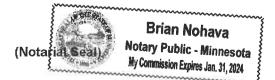
(Notary Signature)

ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF MINNESOTA

COUNTY OF STEARNS

On the 14h day of (permon , 2012, before me, appeared Kathryn Brophy , to me personally known, who being by me duly sworn, did say that (s)he is the aforesaid officer or attorney in fact of the Ohio Farmers 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 afoesaid officer acknowledged said instrument to be the free act and deed of said corporation.



(Notary Signature)

General Power of Attornev

POWER NO. 2260812 09 Westfield Insurance Co. Westfield National Insurance Co. **Ohio Farmers Insurance Co.** Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these sents make, constitute and appoint

ANITA M. FICKER, CHRISTINA GRESSER, MARK A. GRESSER, CAROL WEBER, JERI FREDERICK, BRIAN NOHAVA, KATHRYN BROPHY, ANNA PLUMSKI, JOINTLY OR SEVERALLY

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

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

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

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

The Attorney-In-Fact. may be given full power and authority for and in the name of and on benaft of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary." "Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting the response)

held on February 8, 2000). In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senier Executive and their corporate seals to be hereto affixed this 24th day of AUGUST A.D., 2022 .



County of Medina

On this 24th day of AUGUST A.D., 2022, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above Instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affived

State of Obio **County of Medina**

\$\$.:



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

Senior Executive

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 14th day of September A.D., 2022.



Frank A aring Secretary

Frank A. Carrino, Secretary

BPOAC2 (combined) (03-22)

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726 1200 Hancock Street Becker, MN 55308

BID FROM: <u>McDowall Company</u> 1431 Prosper Drive

Waite Park MN 56387

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the <u>Becker Public Schools-Intermediate - Additions & Remodeling</u> 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 #12 - Mechanical a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum Stour million six hundred seventer two seven \$ 4,672,700 2. Work Scope a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of: \$ \$ 3. Work Scope a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of: \$ Ś

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

3 	No Bid	
for the Combined	Base Bid Sum of:	
\$		\$
UNIT PRICES:		
Unit Price No. 1:	Soil Corrections – Cost per Cubic Yard	
\$_	No Bid	\$

<u>Addenda</u>: 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	9-6-22	Addenda No	3	_ Dated	9-14-22	
Addenda No.	2	Dated	9-9-22	Addenda No.		Dated		

<u>Responsible Contractor</u>: 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 <u>Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.</u> 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: <u>1431 Prosper Drive</u>				
City: Waite Park	State:	MN	Zip:	56387
Phone Number: <u>320-251-8640</u>	Fax Number:	320-25	1-9317	
Name (typed or printed): Mark Dingm Signature:				
Title: Vice President				
Date: September 15, 2022				

END OF SECTION 00 41 13



Bid Bond

CONTRACTOR:

(Name, legal status and address) McDowall Company PO Box 606 Waite Park, MN 56387 OWNER: (Name, legal status and address)

Becker Public Schools, ISD #726 12000 Hancock Street Becker, MN 55308 BOND AMOUNT: Five Percent of Amount Bid (5%)

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.

PROJECT:

(Name, location or address, and Project number, if any) Becker Public Schools Intermediate IAQ Additions & Remodeling

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. Wher, 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	15th	day of Sep	otember, 2022		
Way those)		McDowall/Company		<u>5 37.77</u>
(Witness)			(Printipal)	\rightarrow	(Seal)
P	Davi	0.4	(Title , Vice Pres		
Sinda (BO12	Tu	Western Surety Company	10	(Seal)
(Witness))		(Tel) /am	- fem	non
CAUTION: You should sign	an original AIA (Contract Docume	(<i>Title</i>) Naomi Lermon		y-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.

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Init. /

CORPORATE ACKNOWLEDGMENT

STATE OF	Minnesota
COUNTY OF	Benton

i.

On the _	<u>15th</u> day of	September	2022	before me personally
appeared , Mar	k Dingmann	to	me, who being c	luly sworn, did depose and he Vice President
say: that s/he read	sides in Sart	ell, MN	that s/he is t	he Vice President
of the		McDowall Compar	ıy	the corporation
described in and	which executed	the foregoing	instrument; that	s/he knows the seal of said
				porate seal; that it was so
affixed by order	of the board of	directors of sai	d corporation; a	nd thay she signed her/his
name thereto by	like order.			
Summer	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~		1 COUL	1XXX
(SEAL)	NANCY D. PFE		IMIM	FIFT
	NOTARY PUBLIC - MII My Comm. Exp. Jan.		tary Public	
EARBARAAAAA	My Comm. Exp. Jan.	131,2023 S		
	ACKNOWLE	DGMENT OF	CORPORATE S	<u>SURETY</u>
STATE OF MIN	NNESOTA			
COUNTY OF S	tearns			
On the 1	<u>5th</u> da	y of Septembe	r	<u>2022</u> before to me known, who being
me personally ap	ppeared, Naomi	Lermon		to me known, who being
duly sworn, d	id say: that s/	he resides in	Minnesota th	at s/he is the aforesaid
officer or attorn				
				1 1 0 11

a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument as 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.

(SEAL)

Kathryn Vander Plaats Notary Public - Minnesota My Commission Expires Jan. 31, 2024

Notary Public

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

Litton E S Field Jr, Nicole M Coty, Jonathan N Vagle, Mark Alan Thune, Mutya Alvaran Enoksen, Gayle L Thorson, Jeffrey R Skaar, Individually, of Mendota Heights, MN Kevin Paulson, Tom Corneil, Chad Christianson, De Ette J Wurm, Debra M Bledsoe, Brenda S Klimstra, Erin Pohlman, Deb Geislinger, Jacqueline Riley, Dana Kerfeld, Brittany Bauer, Laurie Litke, Amanda Plantenberg, Dena Grunhovd, Leslie Seehusen, Naomi Lermon, Individually, of Saint Cloud, MN

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of August, 2022.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

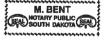
State of South Dakota County of Minnehaha

} ss

On this 2nd day of August, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M Ben

CERTIFICATE

Bent, Notary Public

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 15th day of September 2022



WESTERN SURETY COMPANY

J. Nelson, Assistant Se

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

. . . 8

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.

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726 1200 Hancock Street Becker, MN 55308

Decker, IVIN 5550			1	
BID FROM: Sentro	· Sola s	heet 1	netal The	
3075	3 al ST	South		
Waite	Park,	ma	56387	

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the <u>Becker Public Schools-Intermediate - Additions & Remodeling</u> 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

Mechanical 1. Work Scope

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

star million six hundred eighty savan thas and dollars \$4,687,000

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

S

\$

\$

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

\$

4. COMBINED WORK SCOPE BID

:

a. The Bidder agrees to perform all work in the following Work Scopes:

for the Combined Base Bid Sum of:	
\$	\$
UNIT PRICES:	
Unit Price No. 1: Soil Corrections – Cost per Cubic Yard	
s N/A	\$

<u>Addenda</u>: 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.	Dated_	9-6-22	_Addenda No. <u>3</u>	Dated 9-14-22
Addenda No. 2	Dated _	9-9-22	_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 <u>Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.</u> 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: 3075 3945T 5
City: Waite Park State: Mn Zip: 56387
Phone Number: 30. 252-3992 Fax Number: 320. 252-3479
Name (typed or printed):
ignature: The Fight
itle: Vils Resident
Date: 9-20-22

END OF SECTION 00 41 13

• 90 2⊨ j

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OHIO FARMERS INSURANCE COMPANY

Westfield Group®1 Park Circle, P O Box 5001, Westfield Center, Ohio 44251-5001

Conforms to Document A310[™] - 2010

SURETY:

(Name, legal status and principal place of business) OHIO FARMERS INSURANCE COMPANY

1 Park Circle, PO Box 5001

Westfield Center, OH 44251-5001

Bid Bond

CONTRACTOR: (Name, legal status and address)

Sentra-Sota SheetMetal, Inc. 3075 3rd Street South Waite Park, MN 56387

OWNER: (Name, legal status and address)

Becker Public School District ISD #726 Becker, MN

BOND AMOUNT: Five Percent of Bid Amount -----

-(5%)------

PROJECT:

(Name, location or address, and Project number, if any) Becker Public Schools Intermediate IAQ Additions & Remodeling - ISD 726 Becker, MN

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

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

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

Signed and sealed this	12th	day of	September	,	
Chil	C	(Witness)	Sentra-Sota SheetMa (Principal) By:	etal, Inc.	(Seal)
\bigcirc	11		-Jose Ropp-	JAM's Out	(Title)
101	A	(Witness)	OHIO FARMERS INSUR (Surety) By:	RANCE COMPANY	(Seal) ⁻
			Kathryn Brophy, Atto	orney-InFact	(Title)

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CORPORATE ACKNOWLEDGEMENT

STATE OF MINNESOTA

On the <u>12</u> day of <u>September</u>, 2022, before me, personally appeared <u>Joine Byp</u>, to me known, who being by me duly sworn, did depose and say that (s)he resides in <u>foley</u> <u>mn</u>, that (s)he is the <u>16</u> President of <u>Sentral Sorn Shots Merille</u> the corporation described in and which executed the foregoing instrument; that (s)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 (s)he signed his/her name thereto by like order.

JEFFREY P. WALETZKO NOTARY PUBLIC - MINNESOTA My Commission Expires Jan. 31, 2025 (Notary Signature) (Notarial Seal)

ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF MINNESOTA

COUNTY OF STEARNS

On the <u>12th</u> day of <u>September</u>, 2022, before me, appeared <u>Kathryn Brophy</u>, to me personally known, who being by me duly sworn, did say that (s)he is the aforesaid officer or attorney in fact of the <u>Ohio Farmers Insurance Company</u>, 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 afoesaid officer acknowledged said instrument to be the free act and deed of said corporation.

ANITA M. FICKER Notary Public-Minnesota My Commission Expires Jan 31, 2025

anita M. Ficker

(Notary Signature)

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 08/24/22. FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 2260812 09

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to Individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these

presents make, constitute and appoint ANITA M. FICKER, CHRISTINA GRESSER, MARK A. GRESSER, CAROL WEBER, JERI FREDERICK, BRIAN NOHAVA, KATHRYN BROPHY, ANNA PLUMSKI, JOINTLY OR SEVERALLY

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

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

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

be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions: The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all

Attorney-in-Fact shall be as binding upon the Company as If signed by the President and sealed and attested by the Corporate Secretary." *"Be it Further Resolved,* that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile

seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting

held on February 8, 2000). In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seais to be hereto affixed this 24th day of AUGUST A.D., 2022



County of Medina ss.:

General

of Attornev

CERTIFIED COPY

Power

On this 24th day of AUGUST A.D., 2022, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which the state of the state o executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of sald Companies; and that he signed his name thereto by like order.

By

Notarial		and the second states
Seal		MARGIAL
Affixed		6 SMUL
~		2
State of Ohio		10 5 1 m
County of Medina	\$S.:	TEOFO

WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Gary W. Stumper, National Surety Leader and

Senior Executive

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 12th day of otember A.D., 2022. September A.D.,



int aning Secretary

Frank A. Carrino, Secretary

BPOAC2 (combined) (03-22)

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726 1200 Hancock Street Becker, MN 55308

BID FROM: <u>St Cloud Refrigeration, Inc. dba SCR</u>, Inc.

604 Lincoln Ave NE

St Cloud, MN 56304

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the <u>Becker Public Schools-Intermediate - Additions & Remodeling</u> 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 12 Mechanical
 - a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Four	million Sever	hundred	-twenty 000	\$ 4,720,000
			thousand	

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

\$

\$

\$

3. Work Scope

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

\$

Becker Public Schools-ISD 726 Becker Intermediate School IAQ

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

for the Combined	Base Bid Sum of:	
\$		\$
UNIT PRICES:		
Unit Price No. 1:	Soil Corrections – Cost per Cubic Yard	
¢		\$

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. <u>1</u>	Dated 9/6/2022	_ Addenda No 2	Dated 9/9/2022
Addenda No. <u>3</u>	Dated 9/14/2022	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 <u>Minnesota State</u> <u>Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.</u> 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.

Becker Public Schools-ISD 726 Becker Intermediate School IAQ

Street Address: 604 Lincoln Ave NE	
City:St Cloud	State:Zip:56304
Phone Number: 320-251-6861	Fax Number: 320-251-9390
Name (typed or printed:Jesse Widm	ner
Signature:	
Title: Project Manager/Estimator	
Date: 9/14/2022	

END OF SECTION 00 41 13

Bid Bond

CONTRACTOR:

(Name, legal status and address) St. Cloud Refrigeration, Inc. dba SCR. Inc. 604 Lincoln Avenue NE

St. Cloud, MN 56304 **OWNER:**

(Name, legal status and address) Becker Public Schools - ISD #726

12000 Hancock Street Becker, MN 55308 **BOND AMOUNT:** Five Percent (5%) of Total Amount Bid PROJECT:

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

Employers Mutual Casualty Company **PO Box 712** Des Moines, IA 50306-0712

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.

(Name, location or address, and Project number, if any) Becker Public Schools-Intermediate School Additions & Renovations (IAQ), 12000 Hancock St SE, Becker, MN 55308, Work Scope 12 - 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.

day of September, 2022.

Signed and sealed this

15th

(Witness)

Witness

St. Cloud Refrigeration, Inc. dba SCR, Inc. (Principal (Title)

Employers Mutual Casualty Company (Surety) (Seal)

(Seal)

1

(Title) Colby D. White, Attorney-in-Fact



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

CORPORATE ACKNOWLEDGMENT

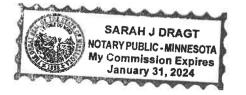
State of <u>Minnesota</u>)) ss County of <u>Penton</u>)

On this <u>15th</u> day of <u>September</u>	2022, before me appeared Pat Welty
to me personally known, who, being by me duly	
Of St. Cloud Refrigeration, Inc. dba SCR, Inc.	, a corporation, that the seal affixed to the
foregoing instrument is the corporate seal of sa	aid corporation, and that said instrument was executed in
behalf of said corporation by authority of its Bo	pard of Directors, and that said Part Welty
acknowledged said instrument to be the free a	ct and deed of said corporation.
TONYA M. LARDY NOTARY PUBLIC-MINNESOTA My Comm. Exp. Jan. 31, 2025	Notary Public <u>Benton</u> County, <u>Minnesota</u> My commission expires <u>1/31/25</u>

SURETY ACKNOWLEDGMENT

State of	Minnesota)
) ss
County of	Hennepin)

On this ______ day of ______ 2022_, before me appeared Colby D. White ______, to me personally know, who being by me duly sworn, did say that (s)he is the Attorney-in-Fact of _______, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was executed in behalf of said corporation by authority of its Board of Directors; and that said _______.



Notary Public <u>sherburne</u> County, <u>Minnesota</u> My commission expires <u>1/31/2024</u> P.O. Box 712 • Des Moines, Iowa 50306-0712

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation

- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Colby D. White, Ted Jorgensen, Joshua R. Loftis, Brian J. Oestreich, Nathan Weaver, R. C. Bowman, Kurt C. Lundblad, Sandra M. Engstrum, Emily R. White, Rachel Thomas, Lin Ulven, Melinda C. Blodgett, Nicole Stillings

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Surety Bond:

Any and All Bonds

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

The authority hereby granted shall expire October 10th , 2022 , unless sooner revoked.

AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attomey is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held In 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attomeys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 30th day of March , 2020 .



ommission Number 780769 My Commission E October 10, 2022

Scott R. Jean, President & CEO of Company 1; Chairman, President & CEO of Companies 2, 3, 4, 5 & 6

120

Todd Strother, Executive Vice President Chief Legal Officer & Secretary of Companies 1, 2, 3, 4, 5 & 6

On this 30th day of March 2020 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2022.

Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 30th day of March , 2020 , are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 15th day of September 2022

Vice President

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools -- ISD 726 1200 Hancock Street Becker, MN 55308

BID FROM: EI-Jay Plumbing & Heating, Inc.

520 Apollo Ave NE

St. Cloud, MN 56304

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the <u>Becker Public Schools-Intermediate - Additions & Remodeling</u> 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 12 - Mechanical

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

our million seven hours red thirty seven thousand \$ 4,737, 000.00

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

\$

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\$_

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

\$

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

for the Combined Base Bid Sum of:		
\$	\$	
UNIT PRICES:		
Unit Price No. 1: Soil Corrections – Cost per Cubic Yard		
	Ś	

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	Dated 09/06/22	_ Addenda No	2	Dated 09/09/22	
Addenda No. <u>3</u>	Dated 09/14/22	_ 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 <u>Minnesota State</u> <u>Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.</u> 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: 520 Apollo Ave N	IE
_{City:} St. Cloud	State: MN Zip: 56304
Phone Number: 320-251-8330 Fax	(Number: 320-251-4133
Name (typed or printed): Bryant Fritz	
Signature:	-
Title: President	
Date: 09/20/22	

END OF SECTION 00 41 13

5 5 1

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR: (Name, legal status and address) EL-JAY PLUMBING & HEATING, INC. 520 APOLLO AVENUE NE ST. CLOUD, MN 56304 OWNER: (Name, legal status and address) INDEPENDENT SCHOOL DISTRICT #726 BECKER PUBLIC SCHOOLS 12000 HANCOCK STREET

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

WESTFIELD INSURANCE COMPANY P.O. BOX 5001 WESTFIELD CENTER, OH 44251-5001

PROJECT:

Init.

BECKER, MN 55308

BOND AMOUNT:

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

Becker Public Schools Intermediate IAQ Additions & Alterations Work Scope #12 - Mechanical

Five Percent of the Amount of the Attached Bid---(5%)

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 15th	day of	September, 2022	
Lun and Loo	× •	EL-JAY PLUMBING & HEATING, INC.	
(Witness)	est	(Principal)	(Seal)
1 IA		(Title)	
11 15		WESTFIELD INSURANCE COMPANY	
(Witness)		(Sureps) MS	(Seal)
		(Title) Sean McBride, 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.

ACKNOWLEDGMENT OF SURETY

State of Minnesota) County of Hennepin

On this <u>15th</u> of <u>September</u> 20 <u>22</u>, before me personally

to me known, who, being by me duly appeared Sean McBride

)

sworn, did depose and say: that s/he resides at Blaine, Minnesota _____, that s/he

is the Attorney-in-Fact of Westfield Insurance Company , the corporation described in and which executed the annexed instrument; that s/he knows the corporate 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; that s/he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed it assets as ascertained in the manner provided by law.



Sandra a. Beckman

Notary Public

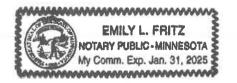
ACKNOWLEDGMENT OF CORPORATION

State of Minnesota) County of Stearns)

On this <u>15th</u> day of <u>September</u>, 20<u>22</u>, before me personally appeared

Bryand Fritz, to me known, who being by me first duly sworn, did depose and say

that s/he resides in Stearns County, that s/he is the President of El-Jay Plumbing & Heating, Inc. , the corporation described in and which executed the foregoing instrument; that s/he knows the corporate seal of said corporation, that the corporate seal affixed to said instrument is such corporate seal, that it was so affixed by order and authority of the Board of directors of said corporation, and that s/he signed his/her name thereto by like order and authority.



Notary Public

General Power of Attorney

POWER NO. 2261112 11 Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint MARY JO DINGWALL, CARL M. GODZIEK, SEAN MCBRIDE, YARALITZA RIVAS, MICHAEL J. JACOBS, JOINTLY OR SEVERALI Y

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

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

GUARANTEE, OK BANK DEPOSITORY BONDS. and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY: "Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and an babele of the Company subject to the following provisions:

be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions: The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary." "Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 12th day of JANUARY A.D., 2021



Gary W. Stumper, National Surety Leader and Senior Executive

On this 12th day of JANUARY A.D., 2021, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

State of Ohio County of Medina

SS.:



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

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 15th day of A.D., 2022 . September



Fronth, anno Secretary

Frank A. Carrino, Secretary

BPOAC2 (combined) (06-02)

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools - ISD 726 1200 Hancock Street Becker, MN 55308

RJ Mechanical INC BID FROM:

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the Becker Public Schools-Intermediate - Additions & Remodeling 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

ork Scope $\frac{\#12 - Mechanicac}{12}$ a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

Stour Million, Seven Hundred thirty-

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

\$

\$

3. Work Scope

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

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

or the Combined Base Bid Su	in or.	· · · · · · · · · · · · · · · · · · ·
		\$
NIT PRICES:		
nit Price No. 1: Soil Corre	ctions – Cost per Cubic Yard	
4	NB	\$

<u>Addenda</u>: 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/	Dated 9-6-22	Addenda No. 3	Dated 9-14-22
Addenda No. <u>2</u>	Dated 9-9-22	_ 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 <u>Minnesota State</u> <u>Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.</u>

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: 901 N INCUSTRIAL PARK ROAD
City: MORA State: MN Zip: 55051
Phone Number: 320-679-0602 Fax Number: 320-679-0356
Name (typed or printed) MIKE Erick SON
Signature: Mali Granch
Title: V P
Date: 9-15-2022

END OF SECTION 00 41 13

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а. 19 г^а



Bid Bond

CONTRACTOR: (Name, legal status and address) R. J. Mechanical, Inc. SURETY: (Name, legal status and principal place of business) Hudson Insurance Company

 901 N. Industrial Park Rd.
 100 William Street, 5th Floor

 Mora, MN 55051
 100 William Street, 5th Floor

 OWNER:
 New York, NY 10038

 (Name, legal status and address)
 Becker Public Schools ISD 726

 12000 Hancock Street
 Becker, MN 55308

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

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:

Init.

I

(Name, location or address, and Project number, if any) Becker Public Schools Intermediate IAQ Additions and Remodeling

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 15ŧh day of September (Principal (Seal) Witness (Title) Hudson Insurance Company (Suretv) (Title) Thomas O. Chambers , Attorney-in-Fact ø AIA Document A310™ - 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNI And Ductiment As the -200, copyright @ 1953, 1970 and 2010 by the American institute of Architects. All rights reserved, WARNI Document is protected by U.S. Copyright Law and international Treaties. Unauthorized reproduction or distribution of this AIA[®] any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract D The American Institute of Architects' legal counsel, copyright@aia.org.



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 and 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 <u>3rd</u> day of <u>June</u>, 20 <u>22</u> at New York, New York.

Attest

Dina Daskalakis Corporate Secretary

STATE OF NEW YORK COUNTY OF NEW YORK. SS HUDSON INSURANCE COMPANY

ANN MURPHY

No. 01MU6067553 Qualified in Nassau County

Notary Public, State of New York

Commission Expires December 10, 2025

By. Michael P. Cifone Senior Vice President

On the <u>3rd</u> day of <u>June</u>, 20<u>2</u> before me personally came Michael P. Cifone 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.



COUNTY OF NEW YORK SS.

The undersigned Dina Daskalakis hereby certifies:

0 2 0

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 27th, 2007, and has not since been revoked, amended or modified:

CERTIFICATION

"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 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 RESOVLED, 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 15th September 2022 day of MA By.

Dina Daskalakis, Corporate Secretary

STATE OF WISCONSIN)

COUNTY OF Racine

)

ON THIS 15th day of September 2022 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.

clusheldon Jackie Sheldon

Notary Public, **Racine** County, Wisconsin My Commission Expires 2/13/2023



SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726 1200 Hancock Street Becker, MN 55308

Unbing Heating + Looling LLC BID FROM: VAGN Godris, MN 96308

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the <u>Becker Public Schools-Intermediate - Additions & Remodeling</u> 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

12 Machanical 1. Work Scope

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

\$ Four Million Seven Hundred Eighty-Five Thousand \$4 785 100,000 2. Work Scope a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of: \$ \$ 3. Work Scope a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of: \$ \$

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

NA	
for the Combined Base Bid Sum of:	
\$	\$
UNIT PRICES:	
Unit Price No. 1: Soil Corrections – Cost per Cubic Yard	
\$NA	\$

<u>Addenda</u>: 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	Dated 9-6-22	Addenda No. <u>3</u>	_Dated
Addenda No. 🔼	Dated <u>9-9-22</u>	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 <u>Minnesota State</u> <u>Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.</u> 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: 3446 St Huy 29	N
City: Alexandria	State: Zip:56308
Phone Number: <u>320-852-7665</u> Fa	x Number:320 - 352 - 804 3
Name (typed or printed): Sorcory Tille	skjur
Signature:	
Title: Parsident	
Date: 9-20-22	

END OF SECTION 00 41 13

9 B

16

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) Masters Plumbing Heating and Cooling, LLC 3446 State Hwy 29 N Alexandria, MN 56308

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

Swiss Re Corporate Solutions America Insurance Corporation 1200 Main Street Kansas City, MO 64105

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

ISD #726 - Becker 12000 Hancock St Becker, MN 55308

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)

Becker Public Schools- Work Scope 12- Mechanical

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	15th	day of	September, 2022
Alina Minissed	L.	Masters Plu (Principal)	Imbing Heating and Cooling, LLC. (Seal)
m		Ins	ethy Utterfor President iss Re Corporate Solutions America urance Corporation
(Witness)		(Surety)	Bellend
/		(Title)	Attorney-in-Fact (Seal)

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT
STATE OF MINNESOTO
COUNTY OF Dougas
On this 15 day of September, 2022, before me personally appeared
Jeremy Tilleskjor to me known, who being by me duly sworn, that he is the
President of the Masters Plumbing Heating the Limited Liability
Company described in and which executed the foregoing instrument; that he knows the seal of said Limited Liability
Company; that the seal affixed to said instrument is such company seal; that it was affixed by order of the Board of
Governors of said Limited Liability Company; and that he signed his name thereto by like order.
* and looling, the
ALICIA MORRISSETTE NOTARY PUBLIC MINNESOTA My commission Expires Jan. 31, 2026 Notary Public, ALICIA MEMSULL
(Notarial Seal)
ACKNOWLEDGMENT OF CORPORATE SURETY
STATE OF Minnesota
COUNTY OF Washington
On this day of September , 2022, before me appeared
Name Alendar to me personally known, who being duly sworn, did say that he is the
aforesaid officer or attorney in fact of Swiss Re Corp. Solutions *, a corporation;
that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was
signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the
aforesaid office acknowledged said instrument to be the free act and deed of said corporation.
JEFFREY MITCHELL SETTEM NOTARY PUBLIC - MINNESOTA My Commission Expires January 31, 2023
(Notarial Seal)

	*	America	Insurance	Corporation
--	---	---------	-----------	-------------

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIALTY INSURANCE COMPANY ("SRCSAIC") SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("SRCSPIC") WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

ALAN STARKS, JEFF SETTEM, MELISSA NORDIN, NAME ALEMDAR, CHARLES CHRISTENSEN, TYLER L. GERADS and ALEXANDRA KISSELL

JOINTLY or SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

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

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

SOLUTIONS AND SOLUTIONS	SOLUTION SOLUTION	By	
SEAL	O FALLER	Erik Janssens, Scalor Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC	SEAL
5: JEAL >	SEAL	Sould Jegente	10001
The Construction of the Co	THE STATISSOUR OF THE	By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSP1C & Vice President of WIC	

IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this	day	of	APRIL	2022

State of Illinois	
State of HIHHOIS	En l
County of Cook	SS
COUNTY OF COOK	housed

Swiss Re Corporate Solutions America Insurance Corporation Swiss Re Corporate Solutions Premier Insurance Corporation Westport Insurance Corporation

On this 29TH day of <u>APRIL</u>, 20 22, before me, a Notary Public personally appeared <u>Erik Janssens</u>, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and <u>Gerald Jagrowski</u>, Vice President of SRCSAIC and Vice President of SPCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the <u>voluntary act and deed of their</u> respective companies.



I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 15th day of SEPTEMBER, 20 22.

> Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726 1200 Hancock Street Becker, MN 55308

BID FROM: Willmar Electric Service Corp.

2405 Trott Ave SW

Willmar, MN 56201

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the <u>Becker Public Schools-Intermediate - Additions & Remodeling</u> 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 #13 Electrical
 - a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

one million one hundred twenty thousand \$1.120,000.00 \$

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

\$<u>n/a</u>

\$ n/a

- 3. Work Scope n/a
 - 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. COMBINED WORK SCOPE BID

\$ n/a

a. The Bidder agrees to perform all work in the following Work Scopes:

n/a		
for the Combined	Base Bid Sum of:	
\$ <u>n/a</u>		\$ n/a
UNIT PRICES:		
Unit Price No. 1:	Soil Corrections – Cost per Cubic Yard	
¢,	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. <u>1</u>	Dated <u>9/6/2022</u>	_Addenda No. <u>2</u>	Dated <u>9/9/2022</u>
Addenda No. 3	Dated 9/14/2022	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: 2405 Trott Ave SW		
City: <u>Willmar</u>	State: MN	Zip: <u>56201</u>
Phone Number: <u>320-262-5425</u>	Fax Number:	
Name (typed or printed): <u>Justin Chapin</u>		
Signature:		
Title: Vice President		
Date: 9/15/2022		

END OF SECTION 00 41 13

33 1984

Bid Bond

CONTRACTOR:

(Name, legal status and address) Willmar Electric Service Corp.

P.O. Box 934

Willmar, MN 56201 OWNER:

(Name, legal status and address) Becker Public Schools - ISD #726

12000 Hancock Street Becker, MN 55308 BOND AMOUNT: Five Percent (5%) of Total Amount Bid

PROJECT:

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company 175 Berkeley Street Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

(Name, location or address, and Project number, if any) Becker Public Schools-Intermediate School Additions & Renovations (IAQ), 12000 Hancock St SE, Becker, MN 55308 (#13: ELECTRICAL)

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	15th	day of	September, 2022.	
(Mitonss) argue	ancon		Willmar Electric Service Corp. (Principal)	(Seal)
Maria	BI-1		Liberty Mutual Insurance Company (Suran)	(Seal)
(Witness)	ang	ett	(Tit.) Nathan Weaver, Attorney-in-Fact	(3044)

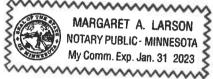


By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (<u>www.nasbp.org</u>) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches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

CORPORATE ACKNOWLEDGMENT

State of	Minnesota)
	12 1 13) ss
County of	Kandiyohi)

On this <u>15th</u> day of <u>September 2022</u>	_, before me appeared Lustin Chapin ,
to me personally known, who, being by me duly sworn, c	lid say that he/she is the Secretary
Of Willmar Electric Service Corp.	, a corporation, that the seal affixed to the
foregoing instrument is the corporate seal of said corpo	
behalf of said corporation by authority of its Board of Dir	
acknowledged said instrument to be the free act and de	
1 1 2 2 2 3 3 3	



Marque	arson				
Notary Public	County,	Unnesot			
My commission expires 1-31-203-3					

SURETY ACKNOWLEDGMENT

State of	Minnesota)
) ss
County of	^f Hennepin)

On this <u>15th</u> day or	f <u>September</u> <u>2022</u> , before me appea	ared Nathan Weaver
to me personally know, who be	ing by me duly sworn, did say that (s)he is t	the Attorney-in-Fact of
Liberty Mutual Insurance Company		, a corporation, that the seal
affixed to the foregoing instrum	nent is the corporate seal of said corporatio	on and that said instrument was
executed in behalf of said corp	oration by authority of its Board of Director	s; and that said
Nathan Weaver	acknowledged said instrument to be the fi	ree act and deed of said corporation.



elinda C County, Minnesota

Notary Public Washington My commission expires 1/31/2023



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

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

Certificate No: 8207173 - 190054

HOSUR@libertymutual.com

(POA)

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brian J. Oestreich; C. White; Emity White; Joshua R. Loftis; Lin Ulven; Melinda C. Btodgett; Nathan Weaver; Nicole Stillings; R. C. Bowman; R. W. Frank; Rachel Thomas; Ross S. Squires; Sandra M. Engstrum; Ted Jorgensen; Tina L. Domask

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

IN WITNESS WHEREOF, this Power of Attomey has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of January 2022



The Ohio Casualty Insurance Company West American Insurance Company

Liberty Mutual Insurance Company

David M. Carey, Assistant Secretary

guarantees. State of PENNSYLVANIA SS County of MONTGOMERY

letter of credit,

) verification inquiries, value On this 24th day of , 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance January Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer. Not valid for mortgage, note, loan, lett currency rate, interest rate or residual

Teresa Pastella, Notary Public Montgomery County

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



liress tastella

resa Pastella, Notary Publi

This Power of Attomey is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attomey,

bond and/or Power of Attorney ise call 610-832-8240 or email h Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attomeys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such For bon please instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attomeys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of September 2022





Bv:

Renee C. Llewellyn, Assistant Secretary

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726 1200 Hancock Street Becker, MN 55308

BID FROM: _____ A.J. Moore Electric, Inc.

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the <u>Becker Public Schools-Intermediate - Additions & Remodeling</u> 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 _____ 13 Electrical
 - a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

Mille two Anded eight four then four hadel foto an \$ Che \$1,284,451.00

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

\$

\$

\$

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

\$

Street Address: 12701 Chowen Ave. S., Suite	104B			
City:Burnsville	State:	MN	Zip:	55337
Phone Number:(952) 303-4865 Fa	x Number:	(952)	405-954	0
Name (typed or printed): Donavan Moore Signature:				
Title: President				
Date: September 15, 2022				

END OF SECTION 00 41 13



UNITED FIRE & CASUALTY COMPANY 118 Second Avenue SE, PO Box 73909 Cedar Rapids, Iowa 52407-3909 319-399-5700

CONTRACTOR: (Name, legal status and address) A.J. MOORE ELECTRIC, INC.

12701 CHOWEN AVE S STE 104B, BURNSVILLE, MN 55337

OWNER: (Name, legal status and address) ISD 726 - Becker Public Schools

12000 Hancock St, Becker, MN 55308

BOND AMOUNT: FIVE AND 00/100 PERCENT OF THE BID AMOUNT

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

Becker Public Schools Intermediate IAQ Additions and Remodeling

SURETY: (Name, legal status and principal place of business) United Fire & Casualty Company 118 Second Avenue SE P.O. Box 73909 Cedar Rapids, Iowa 52407

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 14th day of September ,2022

Vitness

A.J. MOORE ELECTRIC, INC.

(Principal) President

(Seal)

(Title) UNITED FIRE & CASUALTY COMPANY

(Suret() Attorney in Fac (Title)

CONT0525 (072010)

The language in this document conforms exactly to the language used in AIA Document A310 2010 edition.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA Bond No.: UNITED FIRE & INDEMNITY COMPANY WERSTED TY Obligee: UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA CERTIFIED COPY OF POWER OF ATTORNEY

(original on file at Home Office of Company - See Certification)

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

JIM HENNINGSEN. HEATHER LANGE, ROSS B. NESBIT, ROBERT E. HUTTER, CHAD A. NESBIT, PATRICIA M. JOHNSON, DANA S. PRIVETTE, BRYAN STANLEY, TROY FRIELER, MARY LANNING, JAY NESBIT, BEN JONES, 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 \$5,000,000.00

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 unless sooner revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY expire February 22nd, 2022

COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY. This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of

Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY. "Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby, such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set 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 5th day of October 2021



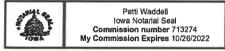
UNITED FIRE & CASUALTY COMPANY UNITED FIRE & INDEMNITY COMPANY FINANCIAL PACIFIC INSURANCE COMPANY

Dennis & Rich

State of Iowa, County of Linn, ss:

By: Vice President

On this 5th day of October ,2021 before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Pati Wassell

Notary Public My commission expires: 10/26/2022

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 5th day of October ,2021 .



1988

By: Mary A Bertsch

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

BPOA0053 1217

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

(INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT)

STATE OF) ss			
COUNTY OF)			
On the and for said county, persona	day of ally appeared,		, 20	, before me, a Notary Public withi
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to me known to be the perso acknowledged to me thatl	on(s) described he executed	d in and who executed the same as <u>h</u>	the foregoing inst free act and deed	trument, as Principal(s), and d.
			Notary P	ublic,
,	(Notarial	Seal)	County,	nission expires
	(Notanal V	Seal)		
		CORPORATE ACKN	OWLEDGMENT	
STATE OF Minnesota)			
COUNTY OF Dakota	SS.			
)			
On the14th	day of	September	20_22	, before me personally appeared
the same from some sould be for a large	me dully sworn	did depose and say:	that he resides	In Lakeville, MN
to me known, who being by r				
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BOND0004 0100

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SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726 1200 Hancock Street Becker, MN 55308

BID FROM: Design Electric, Inc.

4807 Heatherwood Road

St. Cloud, MN 56301

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the <u>Becker Public Schools-Intermediate - Additions & Remodeling</u> 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 13 Electrical
 - a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

S One Million Four Hundred Twenty Seven Thousand Four Hundred Twenty Seven Dollars and 00/100 🖇

\$ 1,427,427.00

\$

\$

2. Work Scope N/A

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

Ś.

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

\$

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

N/A

for the Combined Base Bid Sum of:

\$	\$

UNIT PRICES:

Unit Price No. 1:	Soil Corrections – Cost per Cubic Yard	
\$_	N/A	\$

<u>Addenda</u>: 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 _	9/6/2022	_ Addenda No	2	Dated _	9/9/2022	
Addenda No.	3	Dated	9/14/2022	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 <u>Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.</u> 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: 4807 Heatherwood F	Road			
City: <u>St. Cloud</u>	State: _	MN	_Zip: _	56301
Phone Number: <u>320-252-1658</u>	_ Fax Number: _	320-2	52-427	76
Name (typed or printed): James Sch Signature:	noon			
Title: Vice President				
Date: 9/20/2022				

END OF SECTION 00 41 13

OHIO FARMERS INSURANCE COMPANY

Westfield Group®1 Park Circle, P O Box 5001, Westfield Center, Ohio 44251-5001

Conforms to Document A310[™] - 2010

Bid Bond

CONTRACTOR: (Name, legal status and address) Design Electric, Inc. 4807 Heatherwood Road - PO Box 1252 St. Cloud, MN 56302

OWNER: (Name, legal status and address) Becker Public Schools - ISD 726 1200 Hancock Street Becker, MN 55308 SURETY: (Name, legal status and principal place of business) OHIO FARMERS INSURANCE COMPANY 1 Park Circle, PO Box 5001 Westfield Center, OH 44251-5001

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

PROJECT:

(Name, location or address, and Project number, if any) Becker Public Schools Intermediate School Additions & Renovations (IAQ) Becker, MN

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the falthful 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 exceed 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	19th	day of _	September	,2022	
Debones R	some	(Witness)	Design Electric, Inc (Principal By:	1	(Seal)
	/				(Title)
Kath B	wphy	(Witness)	OHIC FARMERS INSL (Surety) By:	11111822-	(Seal)
			Anna Plumski, Atto	rney-In-Fact	(Title)

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BD5084 OFWWN (10/2010)

CORPORATE ACKNOWLEDGEMENT

STATE OF MN

COUNTY OF Buston

On the <u>con</u> day of <u>September</u>, 20<u>22</u>, before me, personally appeared <u>James School</u>, to me known, who being by me duly sworn, did depose and say that (s)he resides in <u>many</u>, that (s)he is the <u>VP</u> President of the corporation described in and which executed the foregoing instrument; that (s)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 (s)he signed his/her name thereto by like order.



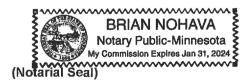
Notary Signature)

ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF MINNESOTA

COUNTY OF STEARNS

On the <u>19th</u> day of <u>September</u>, 20<u>22</u>, before me, appeared <u>Anna Plumski</u>, to me personally known, who being by me duly sworn, did say that (s)he is the aforesaid officer or attorney in fact of the <u>Ohio Farmers Insurance Company</u>, 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 afoesaid officer acknowledged said instrument to be the free act and deed of said corporation.



(Notary Signature)

General Power of Attorney

POWER NO. 2260812 09 Westfield Insurance Co. Westfield National Insurance Co. **Ohio Farmers Insurance Co.** Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duty organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

ANITA M. FICKER, CHRISTINA GRESSER, MARK A. GRESSER, CAROL WEBER, JERI FREDERICK, BRIAN NOHAVA, KATHRYN BROPHY, ANNA PLUMSKI, JOINTLY OR SEVERALLY

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

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

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

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions: The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such Instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary." "Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

held on February 8, 2000). In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE

COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 24th day of AUGUST A.D., 2022 .



County of Medina

On this 24th day of AUGUST A.D., 2022, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

State of Ohio **County of Medina**

55.:



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

Senior Executive

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 19th day of September A.D., 2022 .



Front A ADALMO Secretary

Frank A. Carrino, Secretary

BPOAC2 (combined) (03-22)

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726 1200 Hancock Street Becker, MN 55308

BID FROM: LAKETOWN ELECTRIC CORPORATION

8470 STATE HIGHWAY 5

WACONIA, MN 55387

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 8/18/2022 relating to the construction of the <u>Becker Public Schools-Intermediate - Additions & Remodeling</u> 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 13 ELECTRICAL
 - a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ One Million for	ur thendred Therety Thousand	\$ 1,430,000
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2. Work Scope <u>N/A</u> a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$

- 3. Work Scope N/A
 - 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. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

N/A

for the Combined Base Bid Sum of:

\$____

UNIT PRICES:

Unit Price No. 1:	Soil Corrections – Cost per Cubic Yard	
Ś	N/A	\$ 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. <u>1</u>	Dated	9-6-2022	Addenda No. 3	_ Dated _	9-14-2022
Addenda No. 2	Dated	9-9-2022	Addenda No.	Dated	

<u>Responsible Contractor</u>: 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 <u>Minnesota State</u> <u>Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.</u> 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:8470 STATE HIGHWAY 5	
City: WACONIA	State: Zip:S5387
Phone Number: 952-442-2740	_Fax Number:952-442-2791
Name (typed or printed) ANDY KERBER Signature:	
Title: EXECUTIVE VICE PRESIDENT	
Date: 9-20-2022	

END OF SECTION 00 41 13

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Bid Bond

CONTRACTOR:

(Name, legal status and address) Laketown Electric Corporation 8470 State Highway 5 Waconia, MN 55387 **OWNER:**

(Name, legal status and address)

Becker Public Schools, ISD #726 12000 Hancock Street Becker, MN 55308 BOND AMOUNT: Five Percent of Amount Bid (5%)

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.

PROJECT:

(Name, location or address, and Project number, if any) Becker Public Schools Intermediate IAQ Additions and Remodeling

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

day of September, 2022 15th Laketown Electric Corporation (Principal (Seal) Wieness (File), Exec Vice PS Western Surety Company (Seal) (Suret Witness (Title) Nicole M. Coty Attorney-in-fact CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original that changes will not be obscured.

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CORPORATE ACKNOWLEDGMENT

STATE OF COUNTY OF
On the day of <u>September</u> <u>2022</u> before me personally appeared, <u>to me</u> , who being duly sworn, did depose and say: that s/he resides in <u>that s/he is the</u> <u>Officer</u> of the <u>Laketown Electric Corporation</u> the corporation described in and which executed the foregoing instrument; that s/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 s/he signed her/his
name thereto by like order.
(SEAL) RACHEL MARIE MARQUARDT Notary Public Minnesota My Commission Expires Jan 31, 2026
ACKNOWLEDGMENT OF CORPORATE SURETY STATE OF MINNESOTA COUNTY OF Dakota
On the <u>15th</u> day of <u>September</u> <u>2022</u> before me personally appeared, <u>Nicole M. Coty</u> to me known, who being duly sworn, did say: that s/he resides in Minnesota that s/he is the aforesaid officer or attorney in fact of <u>Western Surety Company</u>
a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument as 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.
(SEAL)

LORI ANN ZARBOK
Notary Public Minnesota My Commission Expires Jan. 31, 2024
My Commission Expression Sty

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 hy virtue of the signature and seal herein affixed hereby make. constitute and appoint

Litton E S Field Jr, Nicole M Coty, Jonathan N Vagle, Mark Alan Thune, Mutya Alvaran Enoksen, Gayle L Thorson, Jeffrey R Skaar, Individually, of Mendota Heights, MN Kevin Paulson, Tom Corneil, Chad Christianson, De Ette J Wurm, Debra M Bledsoe, Brenda S Klimstra, Erin Pohlman, Deb Geislinger, Jacqueline Riley, Dana Kerfeld, Brittany Bauer, Laurie Litke, Amanda Plantenberg, Dena Grunhovd, Leslie Seehusen, Naomi Lermon, Individually, of Saint Cloud, MN

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of August, 2022.

State of South Dakota County of Minnehaha } 55

On this 2nd day of August, 2022. before me personally came Paul T. Bruflat, to me known, who, being hy me duly sworn, did depose and say: that he resides in the City of Sioux Falls. State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



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WESTERN SURETY COMPANY

CERTIFICATE

M. Bent, Notary Public

F. Bruflat, Vice President

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 15th day of September 2022



WESTERN SURETY COMPANY

Relson

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.



Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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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, and 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.