

Consent Agenda - Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, August 19, 2025

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

6:30 PM

1. Consent Agenda

A. Approval of Minutes from Past School Board Meetings

- 1) Regular School Board Meeting - July 22, 2025 2

B. Approval of Action Items

1) Human Resources

- a. HR Staffing Report 5

2) Finance

- a. Financial Report 6

- b. Fundraisers 7

c. Bids, RFPs and Quotes

- (1) BID #1340 - Duluth Public School DNT Education Center 8

Buildout

d. Contracts, Change Orders, Leases

- (1) CONTRACT - PSEO Duluth Public Schools 2025-26 276

3) Items Brought Forward From the Monthly Committee of the Whole Meeting -

None

4) Other

- a. Diploma Requests 283

- b. Field Trip Requests - None

- c. Data Sharing Agreements - None

C. Approval of Policy Readings

1) First Readings - None

2) Second Readings

- a. 512 School Sponsored Student Publications and Activities 289
(replacing 5080 Student Expression of Opinion)

3) Policies to be Deleted

- a. 1000 Series 299

D. Approval of Committee Reports

By approving Committee Reports, the board acknowledges and approves all informational and action items represented in the Regular School Board Meeting Report of each committee.

- 1) Monthly Committee of the Whole - August 7, 2025 340

- 2) Policy Committee - August 14, 2025 343

- 3) Human Resources/Business Services Committee - (August 11, 2025)

Regular School Board Meeting
Tuesday, July 22, 2025 6:30 PM Central

District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811

Henry Banks: Present
Kelly Durick Eder: Present
Rosie Loeffler-Kemp: Present
Jill Lofald: Present
Sarah Mikesell: Present
Amber Sadowski: Present
Stephanie Williams: Present
Present: 7.

1. Call to Order
at 6:35 p.m.

2. Roll Call

3. Pledge of Allegiance

4. Approval of the Agenda

Move to Approve the Agenda. This motion, made by Rosie Loeffler-Kemp and seconded by Jill Lofald, Passed.

Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

5. School and Community Recognition - None

6. Report of the Superintendent

6.A. Reports from Student School Board Representatives
None

6.B. Superintendent's Report

Superintendent Magas presented the Superintendent's Report. Topics included:

Cabinet Work Sessions Update

Board Work Session Update

Other

Discussion was had.

6.C. Schedule of Meetings and Events

7. Report of Standing Committees

7.A. Committee of the Whole

7.A.1) Monthly Committee of the Whole (*No July Meeting*)

7.B. Human Resources/Business Services Committee (*July 14, 2025*)

Member Sadowski presented the HR/Business Services Committee Report.
Discussion was had.

7.C. Policy Committee (*No July Meeting*)

8. General Board Committee Updates

Member Sadowski reported that the Inter-Governmental Committee will resume meeting in September.

9. Consent Agenda

Move to Approve the Consent Agenda. Discussion was had and Member Banks asked to remove the SRO Contract to the Regular Agenda. Move to Approve the Consent Agenda as modified. This motion, made by Kelly Durick Eder and seconded by Stephanie Williams, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

10. CONTRACT - City of Duluth School Resource Officer (SRO) FY 2026-2028

Move to Approve the City of Duluth School Resource Officer (SRO) FY 2026-2028 Contract. This motion, made by Jill Lofald and seconded by Kelly Durick Eder, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0
Discussion was had.

11. Resolutions from Committee Reports

11.A. B-7-25-4109 - FY27 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan

Move to Approve B-7-25-4109 FY27 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan. This motion, made by Amber Sadowski and seconded by Rosie Loeffler-Kemp, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

11.B. B-7-25-4108 - Resolution Regarding the Issuance of General Obligation Capital Appreciation Facilities Maintenance Bonds, Series 2025A

Move to Approve B-7-25-4108 Resolution Regarding the Issuance of General Obligation Capital Appreciation Facilities Maintenance Bonds, Series 2025A. This motion, made by Kelly Durick Eder and seconded by Amber Sadowski, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

11.C. B-7-25-4110 - FY26 Commercial Insurance Renewal

Move to Approve B-7-25-4100 FY26 Commerical Insurance Renewal. This motion, made by Jill Lofald and seconded by Sarah Mikesell, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

11.D. B-7-25-4111 - Acceptance of Donations to Duluth Public Schools

Move to Approve B-7-25-4111 Acceptance of Donations to Duluth Public Schools. This motion, made by Sarah Mikesell and seconded by Stephanie Williams, Passed.

Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

11.E. B-7-25-4112 - Acceptance of Grant Awards to Duluth Public Schools

Move to Approve B -7-25-4112 Acceptance of Grant Awards to Duluth Public Schools. This motion, made by Amber Sadowski and seconded by Rosie Loeffler-Kemp, Passed.

Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

12. Special Resolutions and Action Items

12.A. Approval of Head Start Key Hire/Director Candidate

Move to Approve the Head Start Key Hire/Director Candidate Barbara Eckberg. This motion, made by Rosie Loeffler-Kemp and seconded by Amber Sadowski, Passed.

Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

12.B. Approval of Technology Director Individual Contract

Move to Approval the Technology Director Gregory Krueger Individual Contract. This motion, made by Amber Sadowski and seconded by Jill Lofald, Passed.

Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

12.C. HR-7-25-4113 Integration Specialists Collective Bargaining Agreement 2025-2028

Move to Approve HR-7-25-4113 Integration Specialists Collective Bargaining Agreement 2025-2028. This motion, made by Henry Banks and seconded by Rosie Loeffler-Kemp, Passed.

Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

13. Questions / Other

14. Adjournment

Move to Adjourn at 7:59 p.m. This motion, made by Stephanie Williams and seconded by Amber Sadowski, Passed.

Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

HUMAN RESOURCES ACTION ITEMS FOR: AUGUST 22, 2025

<u>CERTIFIED APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
CRUZ, WILLIAM	DEAN OF STUDENTS TOSA/ORDEAN EAST, (MA+45) IV, 9, 1.0, CLARK D.	08/25/2025
EILERS, JARED L	GRADE 6 SCIENCE TEACHER/LINCOLN PARK, (MA) IV, 9, 1.0, WRIGHT K.	08/25/2025
EVANS, SHAUNTEZMON DE'ANDRE	ASSISTANT MIDDLE SCHOOL PRINCIPAL/LINCOLN PARK MIDDLE SCHOOL, 43 WK, CLASS II, 4, \$117,914.00, FISCHER B.	08/11/2025
GAMST, AFTON M	GUIDANCE COUNSELOR/MARSHALL, (MA) IV, 6, 0.8, SAXTON J.	08/18/2025
JOHNSON, EMILY J	GRADE 5 TEACHER/MYERS-WILKINS, (BA) III, 8, 1.0, DEMARS J.	08/25/2025
MAUDAL, MICHAEL K	EARTH AND SPACE SCIENCE TEACHER/EAST, (MA+45) IV, 9, 1.0, ZWAK W.	08/25/2025
MOLSTAD, GUNNAR O	LTS VOCAL MUSIC TEACHER/ORDEAN, (BA) III, 7, 1.0, RODRIGUES G.	08/25/2025
PELLER, SHONDA R	CTE CHILDCARE ED TEACHER/EAST, (MA+45) 9, 0.9, RETURN FROM LEAVE	08/25/2025
PELLER, SHONDA R	CTE CHILD DEVELOPMENT AND PSYCHOLOGY TEACHER/DENFELD, (MA+45) 9, 0.9, GIZAS S.	08/25/2025
STANAWAY, TAYLOR M	SPED DCD SETTING III TEACHER/EAST, (BA) III, 2, 1.0, LETOURNEAU C.	08/25/2025
VAN VOORHIS, SCOTT B	PHYSICAL EDUCATION TEACHER/LINCOLN PARK, (BA) III, 1, 1.0, TESCHENDOR T.	08/25/2025
<u>CERTIFIED LEAVES</u>	<u>POSITIONS</u>	<u>EFFECTIVE DATES</u>
KALLEVIG, BRYAN T	ELEMENTARY PHY ED - CONGDON ES	08/25/2025 09/12/2025
MURPHY, KATHLEEN A	TEACH ADULT BASIC ED - DAE	08/25/2025 12/31/2025
<u>CERTIFIED UNREQUESTED LEAVE</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
JOHNSON, SHANE	ASSISTANT PRINCIPAL LOWELL	6/13/2025
<u>NON-CERT APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
ABELL, DANIEL W	SPED BUILDING WIDE PARA/LOWELL, 31.25/38WKS, \$18.85/HR, STEINER M.	08/26/2025
BRICKLEY, CLAIRE E	ECSE PARAPROFESSIONAL/DISTRICT WIDE, 31.25/38WKS, \$20.04/HR, KREAGER D.	08/26/2025
BUSHAW, CASSANDRA D	HEALTH ASSISTANT/LPN PARAPROFESSIONAL/LINCOLN PARK, 33.75/38WKS, \$25.42/HR, ROE B.	08/26/2025
CHARLES, NICOLE M	TECH TUTOR PARA/EAST, 35/38WKS, \$22.49/HR, WILCZEK C.	08/26/2025
GANNAWAY, REBECCA L	SPED PROGRAM PARA/DENFELD, 33.75/38WKS, \$21.42/HR,	08/26/2025
KAVANAUGH, EDWARD J, V	MENTAL HEALTH PRACTITIONER PARA/DENFELD, 40/38WKS, \$25.41/HR, KAPAUN S.	08/26/2025
KING, JESSICA L	CUSTODIAN/EAST, 40/52WKS, \$18.05/HR, HARYU R.	07/15/2025
KRUEGER, GREGORY J	TECHNOLOGY DIRECTOR/DISTRICT WIDE, \$128,111/YR,	08/04/2025
LARSON, GABRIELLE A	SPED PROGRAM PARA/MYERS-WILKINS, 31.25/38WKS, \$21.42/HR, WAGGONER J.	08/26/2025
LUBARSKI, NATHAN L	SUPERVISORY PARA/EAST, 33.75/38WKS, \$19.53/HR, CORKERY S.	08/26/2025
MAKOWSKY, RICHARD L, SR	BUS DRIVER II/TRANSPORTATION, 25/38WKS, \$23.77/HR,	07/21/2025
MCTAVISH-MISGEN, CINDY L	NUTRITIONAL SERVICE ASST/LOWELL, 17.5/38WKS, \$15.68/HR	08/26/2025
MITCHELL, SAMUEL N	SCHOOL CUSTODIAN/EAST, 40/52WKS, \$18.05/HR, RITCHIE J.	08/06/2025
MOENING, SUSAN M	PRESCHOOL PARA/PIEDMONT, 23.38WKS, \$21.35/HR, TERESI W.	08/26/2025
SMITH, COLLIN L	BENEFITS & EMPLOYEE ENGAGEMENT COORDINATOR/DSC, 40/52WKS, \$1,365/WK, KLASNICH K.	08/11/2025
STAPLES, SAMANTHA L	BUS HELPER/TRANSPORTATION, 25/38WKS, \$17.41/HR,	08/26/2025
STAUBER, JULIE A	SECONDARY MTSS ACADEMICS & CURRICULUM & INSTRUCTION COORD/DSC, \$2,143/WK, 52WKS,	08/04/2025
TIBBETTS, ALLIE B	CULTURAL IMMERSION PROGRAM PARA/LOWELL, 40/38WKS, \$21.94/HR, GULAN S.	08/26/2025
<u>NON-CERT LEAVES</u>	<u>POSITIONS</u>	<u>EFFECTIVE DATES</u>
BERGSTEDT, STACY M	CHILD NUTRITION AREA SUP - DENFELD HS	07/09/2025 08/25/2025
NORDWALL, HEATHER M	OSSI FACILITIES	06/10/2025 07/14/2025
<u>NON-CERT RESIGNATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
BALSAVICH, JANEL E	SPED ECSE PARA - DW	06/06/2025
COOK, CHARLES W	HUMAN RESOURCES MANAGER - DSC	08/15/2025
FROST, OLIVIA G	SUPERVISORY PARA - DW	06/06/2025
GAGE, TENLEY G	SPED BW PARA - MYERS-WILKINS ES	06/06/2025
MOTZKO, LILY G	SPED ECSE PARA - MYERS-WILKINS ES	06/06/2025
TIEGEN-TRACY, ASHLEY A	SPED ECSE PARA - DW	07/15/2025
<u>NON-CERT RETIREMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
BLOOMQUIST, JEFFREY D	ENGINEER II - LAURA MACARTHUR ES	09/30/2025
FEDLER, ANNETTE L	HEALTH ASST LPN PARA - STOWE ES	10/17/2025
GEER, MARGARET T	DULUTH PRE SCHOOL PARA - LOWELL ES	06/06/2025
MONSON, DEBRA S	BUS DRIVER II - TRANSPORTATION	09/01/2025

Duluth

Public Schools

HR/BS Services Committee Monthly Fund Balance Report August 11, 2025 Committee Meeting BUDGET SUMMARY

8/7/2025

Percent spent

8/7/2025

REVENUES	25-26		25-26		25-26		25-26		25-26	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDG		RECEIVED TO YEAR TO DATE		RECEIVED ENCUMBERED		BUDGET BALANCE	
	FUND	Jul-25	JULY 25-26		July - June		July - June		July - June	
General	1	\$ 132,452,509.00	\$ 132,452,509.00		\$ 1,743,834.60		\$ -		\$ 130,708,674.40	
Food Service	2	\$ 6,120,000.00	\$ 6,120,000.00		\$ 34,475.49		\$ -		\$ 6,085,524.51	
Transportation	3	\$ 6,891,246.00	\$ 6,891,246.00		\$ 81,318.05		\$ -		\$ 6,809,927.95	
Community Ed	4	\$ 8,187,495.00	\$ 8,187,495.00		\$ 12,360.98		\$ -		\$ 8,175,134.02	
Operating Capital	5	\$ 3,016,924.00	\$ 3,016,924.00		\$ 37,341.28		\$ -		\$ 2,979,582.72	
Building Construction	6	\$ -	\$ -		\$ -		\$ -		\$ -	
Debt Service Fund	7	\$ 27,857,301.00	\$ 27,857,301.00		\$ 368,796.83		\$ -		\$ 27,488,504.17	
Trust Fund	8	\$ 320,000.00	\$ 320,000.00		\$ -		\$ -		\$ 320,000.00	
Dental Insurance Fund	20	\$ 959,836.00	\$ 959,836.00		\$ 100,204.40		\$ -		\$ 859,631.60	
Student Acitivity	79	\$ 313,509.00	\$ 313,509.00		\$ 3,730.00		\$ -		\$ 309,779.00	
REVENUE	TOTALS:	\$ 186,118,820.00	\$ 186,118,820.00		\$ 2,382,061.63		\$ -	\$ -	\$ 183,736,758.37	

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EXPENSES	25-26		25-26		25-26		25-26		25-26	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDG		EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED		BUDGET BALANCE	
	FUND	Jul-25	JULY 25-26		July - June		July - June		July - June	
General	1	\$ 127,974,766.00	\$ 127,974,766.00		\$ 5,618,962.91		\$ 5,767,184.76		\$ 116,588,618.33	
Food Service	2	\$ 6,095,464.00	\$ 6,095,464.00		\$ 80,858.37		\$ 3,096,987.34		\$ 2,917,618.29	
Transportation	3	\$ 7,101,407.00	\$ 7,101,407.00		\$ 211,679.99		\$ 441,228.88		\$ 6,448,498.13	
Community Ed	4	\$ 7,725,252.00	\$ 7,725,252.00		\$ 118,279.82		\$ 81,337.37		\$ 7,525,634.81	
Operating Captial	5	\$ 7,035,624.00	\$ 7,035,624.00		\$ 1,102,105.17		\$ 1,231,709.41		\$ 4,701,809.42	
Building Construction	6	\$ -	\$ -		\$ 698,652.91		\$ 1,135,231.79		\$ (1,833,884.70)	
Debt Service Fund	7	\$ 27,394,520.00	\$ 27,394,520.00		\$ 1,354,734.57		\$ -		\$ 26,039,785.43	
Trust Fund	8	\$ 270,842.00	\$ 270,842.00		\$ -		\$ -		\$ 270,842.00	
Dental Insurance Fund	20	\$ 1,025,548.00	\$ 1,025,548.00		\$ 118,517.08		\$ -		\$ 907,030.92	
Student Acitivity	79	\$ 311,758.00	\$ 311,758.00		\$ 26,722.94		\$ 3,226.65		\$ 281,808.41	
EXPENSE	TOTALS	\$ 184,935,181.00	\$ 184,935,181.00		\$ 9,330,513.76		\$ 11,756,906.20	\$ -	\$ 163,847,761.04	

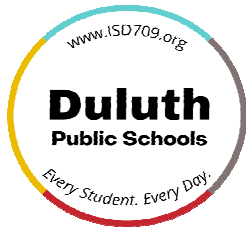
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Extra Curricular Fund 01 Prog 298
Revenue \$ 348.00
Expense \$ 13,386.74

**Fundraisers Reported
July 2025**

The following fundraisers were reported in the above timeframe and per Policy 511–Fundraising, require School Board approval:

School	Organization Fundraising	Estimated Profit	Description of Fundraiser
Denfeld	Football	\$12,000.00	Gold Cards
District Service Center	District Wide	\$66.86	Percentage of sales at local businesses - The funds will go towards Unity in Our Community
District Service Center	School-Wide	\$391.04	Percentage of sales at local businesses
Ordean-East	GLOW Club	\$845.31	Sticker sales - We plan to use the money raised in this fundraiser to bring in a speaker from Outfront MN to train our kids on advocacy and leadership skills



Duluth Public Schools

Independent School District # 709

ICS Project # S23075

Date Printed 8/8/2025

OVERALL PROJECT SUMMARY						
	ORIGINAL BUDGET	ADJUSTMENTS	REVISED BUDGET WITH ADJUSTMENTS	COST TO DATE	PENDING COSTS / ADJUSTMENTS	BUDGETED COST TO COMPLETE
FUNDING:						
1 FUNDING SOURCE(S)						
1.01 Board Approved Funding	\$ 0	\$ -	\$ 0	\$ -	\$ -	\$ 0
1.02 LTFM Funding	\$ 0	\$ -	\$ 0	\$ -	\$ -	\$ 0
TOTAL REVENUE:	\$ 0	\$ -	\$ 0	\$ -	\$ -	\$ 0
COSTS:						
2 PERMITS / OWNER COSTS / OFF SITE COSTS	\$ 102,072	\$ -	\$ 102,072	\$ -	\$ -	\$ 8,500
2.01 Building Plan Review	\$ 31,928	\$ -	\$ 31,928	\$ 31,928	\$ -	\$ 0
2.02 Plumbing Plan Review	\$ 7,500	\$ -	\$ 7,500	\$ -	\$ -	\$ 7,500
2.03 Building Permit	\$ 50,364	\$ -	\$ 50,364	\$ 50,364	\$ -	\$ 0
2.04 SAC/WAC Charges	\$ 11,280	\$ -	\$ 11,280	\$ 11,280	\$ -	\$ -
2.05 MN Dept. of Health	\$ 1,000	\$ -	\$ 1,000	\$ -	\$ -	\$ 1,000
SUBTOTAL:	\$ 102,072	\$ -	\$ 102,072	\$ 93,572	\$ -	\$ 8,500
3 FEES / SERVICES / BUDGETS	\$ 1,997,457	\$ -	\$ 1,997,457	\$ 440,469	\$ -	\$ 1,556,988
3.01 Design Fees - Arch/Struct/Mech/Elec	\$ 529,474	\$ -	\$ 529,474	\$ 311,383	\$ -	\$ 218,091
3.02 Construction Management 1.95%	\$ 256,600	\$ -	\$ 256,600	\$ 111,962	\$ -	\$ 144,638
3.03 Site Services	\$ 764,470	\$ -	\$ 764,470	\$ -	\$ -	\$ 764,470
3.04 Reimbursables	\$ 7,500	\$ -	\$ 7,500	\$ 1,635	\$ -	\$ 5,865
3.05 General Conditions	\$ 300,000	\$ -	\$ 300,000	\$ -	\$ -	\$ 300,000
3.06 Construction Testing	\$ 25,684	\$ -	\$ 25,684	\$ -	\$ -	\$ 25,684
3.07 Insurance - Builders Risk	\$ 50,000	\$ -	\$ 50,000	\$ -	\$ -	\$ 50,000
3.08 Commissioning	\$ 50,250	\$ -	\$ 50,250	\$ 2,010	\$ -	\$ 48,240
3.09 Resa Power- Consultant	\$ 11,985	\$ -	\$ 11,985	\$ 11,985	\$ -	\$ -
3.12 Duluth News Tribune Add for Bid	\$ 1,494	\$ -	\$ 1,494	\$ 1,494	\$ -	\$ 0
SUBTOTAL:	\$ 1,997,457	\$ -	\$ 1,997,457	\$ 440,469	\$ -	\$ 1,556,988
4 FURNITURE / EQUIPMENT / TECHNOLOGY						
4.01 FF&E	\$ 250,000	\$ -	\$ 250,000	\$ -	\$ -	\$ 250,000
4.02 Technology - Head End / Card Readers	\$ 0	\$ -	\$ 0	\$ -	\$ -	\$ 0
SUBTOTAL:	\$ 250,000	\$ -	\$ 250,000	\$ -	\$ -	\$ 250,000
5 CONSTRUCTION COSTS						
5.01 Construction Cost	\$ 12,718,789	\$ -	\$ 12,718,789	\$ -	\$ -	\$ 12,718,789
5.02 Donald Holm - Demo	\$ 68,429	\$ -	\$ 68,429	\$ 68,429	\$ -	\$ 0
5.03 CDW	\$ 6,592	\$ -	\$ 6,592	\$ 6,592	\$ -	\$ -
5.04 Northern Door	\$ 2,308	\$ -	\$ 2,308	\$ 2,308	\$ -	\$ -
5.05 Johnson Controls	\$ 7,904	\$ -	\$ 7,904	\$ 7,904	\$ -	\$ -
5.06 Roofing	\$ 1,200,000	\$ -	\$ 1,200,000	\$ -	\$ -	\$ 1,200,000
SUBTOTAL:	\$ 14,004,022	\$ -	\$ 14,004,022	\$ 85,233	\$ -	\$ 13,918,789
6 CONSTRUCTION CONTINGENCY						
6.01 Contingency	\$ 570,493	\$ -	\$ 570,493	\$ -	\$ -	\$ 570,493
SUBTOTAL:	\$ 570,493	\$ -	\$ 570,493	\$ -	\$ -	\$ 570,493
TOTAL COSTS:	\$ 16,924,044	\$ -	\$ 16,924,044	\$ 619,273	\$ -	\$ 16,304,771



Project Name: DNT
Project Location: Duluth
Date: 8-6-25

1A Water Service	1B Water Service	1C Water Service	1D Water Service	2 Infill @ Trenches	3 MC in lieu of EMT	4 ATS	5 DDC
BIDDING MATRIX							

Low Bid Contractor	Base bid	1A Water Service	1B Water Service	1C Water Service	1D Water Service	2 Infill @ Trenches	3 MC in lieu of EMT	4 ATS	5 DDC	TOTALS
1. Utilities										
Veit	\$ 88,000.00	\$ 70,000.00	\$ 50,000.00							\$ 138,000.00
2. Masonry										
Harbor City Masonry	\$ 189,435.00									\$ 189,435.00
3. GC										
Intercon Group	\$ 3,257,000.00					\$ 18,480.00				\$ 3,275,480.00
4. Glass and Glazing										
Superior Glass	\$ 48,140.00									\$ 48,140.00
5. Gypsum Assemblies										
Pinnacle Wall Systems	\$ 1,065,000.00									\$ 1,065,000.00
6. Painting										
Mulcahy Nickolaus	\$ 174,195.00									\$ 174,195.00
7. Flooring										
CFS - BUDGET # ONLY	\$ 500,000.00									\$ 500,000.00
8. Tiling										
Northland Flooring	\$ 280,000.00									\$ 280,000.00
9. ACT										
Sorlie Acoustics	\$ 190,685.00									\$ 190,685.00
10. Conveying Systems										
Larson Elevator	\$ 219,000.00									\$ 219,000.00
11. Fire Suppression										
Fire Pro	\$ 189,400.00			\$ 8,600.00						\$ 198,000.00
12. Mechanical										
A G Obrien	\$ 3,724,034.00				\$ 48,434.00				\$ 47,790.00	\$ 3,772,468.00
13. Electrical										
Belknap	\$ 2,668,386.00						\$ (11,169.00)	\$ (2,325.00)		\$ 2,668,386.00
TOTALS	\$ 12,593,275.00	\$ 70,000.00	\$ 50,000.00	\$ 8,600.00	\$ 48,434.00	\$ 18,480.00	\$ (11,169.00)	\$ (2,325.00)	\$ 47,790.00	\$ 12,718,789.00

8/8/2025

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



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

Re: Duluth Public Schools, ISD #709 – Education Center (DNT)
Duluth, MN 55802

Dear Board Members:

ICS has reviewed the bids that were received on Wednesday, August 6, 2025, for the above-referenced project.
Our recommendation for award is as follows:

Work Scope 1 – Utilities

Veit & Company Inc. – Rogers, MN

BASE BID: \$88,000.00

Alternate 1B: \$50,000.00

TOTAL **\$138,000.00**

Work Scope 2 – Masonry

Harbor City Masonry, Inc. – Duluth, MN

BASE BID: \$189,435.00

TOTAL **\$189,435.00**

Work Scope 3 – General Construction

Intercon Group, Inc. – Duluth, MN

BASE BID: \$3,257,000.00

Alternate 2: \$18,480.00

TOTAL **\$3,275,480.00**

Work Scope 4 – Glass & Glazing

Superior Glass, Inc. – Superior, WI

BASE BID: \$48,140.00

TOTAL **\$48,140.00**

Work Scope 5 – Gypsum Assemblies

Pinnacle Wall Systems – White Bear Lake, MN

BASE BID: \$1,065,000.00

TOTAL **\$1,065,000.00**

Work Scope 6 – Painting

Mulcahy Nickolaus, LLC – Oakdale, MN

BASE BID: \$174,195.00

TOTAL **\$174,195.00**

Work Scope 8 – Tiling

Northland Flooring & Design – Grand Rapids, MN

BASE BID: \$280,000.00

TOTAL **\$280,000.00**

Work Scope 9 – Acoustical Ceilings

Sorlie Acoustics, Inc. – Duluth, MN

BASE BID: \$190,685.00

TOTAL **\$190,685.00**

*The low bid for work scope 9 has formally removed their proposal due to an incomplete proposal, Sorlie Acoustics Inc. is the second lowest bid out of 4 bidders.

Work Scope 10 – Conveying Systems

Larson Elevator Company – Grand Rapids, MN

BASE BID: \$219,000.00

TOTAL **\$219,000.00**

Work Scope 11 – Fire Suppression

FirePro Sprinkler – Hermantown, MN

BASE BID: \$189,400.00

Alternate 1C: \$8,600.00

TOTAL **\$198,000.00**

Work Scope 12 – Mechanical

A.G. O’Brien Plumbing & Heating – Duluth, MN

BASE BID: \$3,724,034.00

Alternate 1D: \$48,434.00

TOTAL **\$3,772,468.00**

Work Scope 13 – Electrical

Belknap Electric, Inc. – Superior, WI

BASE BID: \$2,668,386.00

TOTAL **\$2,668,386.00**

Based on the recommendations above, we recommend that the District enter into a contract with the above-mentioned contractors for the total bid amount of **Twelve Million, Two Hundred Eighteen Thousand, Seven Hundred Eighty-Nine Dollars and No/100 Cents (\$12,218,789.00)**. Work Scope 7, Flooring, will be awarded using a state contract previously negotiated between the school and the vendor.

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.

Sincerely,

Jason Filipek
ICS Project Manager

JF/AG



Enclosures

DNT Building Renovation

OWNER: Duluth Public Schools

CONSTRUCTION MANAGER: ICS Consulting, Inc.

ARCHITECT: Miller Architects

**BID TABULATIONS**

Wednesday, August 6, 2025 @ 1:00 p.m.

WORK SCOPE 01 - Utilities

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	KTM Paving	Veit & Company	Rachel			
BID SECURITY	Yes	Yes	Yes			
ADDENDA REC'D.	1 2 3 4	1 2 3 4	1 2 3 4			
Acknowledged MN Responsible Contractor:	Yes	Yes	Yes			
BASE BID:	\$63,000.00	\$88,000.00	\$97,500.00			
COMBINED WS BID:						
ALTERNATES:						
Alt. No. 1A: Water Service	\$109,000.00	\$70,000.00	\$83,150.00			
Alt. No. 1B: Water Service	\$96,400.00	\$50,000.00	\$62,950.00			
Alt. No. 1C: Water Service						
Alt. No. 1D: Water Service						
Alt. No. 2: Infill						
Alt. No. 3: Raceways						
Alt. No. 4: ATS						
Alt. No. 5: DDC						

DNT Building Renovation

OWNER: Duluth Public Schools

CONSTRUCTION MANAGER: ICS Consulting, Inc.

ARCHITECT: Miller Architects

**BID TABULATIONS**

Wednesday, August 6, 2025 @ 1:00 p.m.

WORK SCOPE 02 - Masonry

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Harbor City Masonry	Axel H Ohman				
BID SECURITY	Yes	Yes				
ADDENDA REC'D.	1 2 3 4	1 2 3 4				
Acknowledged MN Responsible Contractor:	Yes	Yes				
BASE BID:	\$189,435.00	\$457,800.00				
COMBINED WS BID:						
ALTERNATES:						
Alt. No. 1A: Water Service						
Alt. No. 1B: Water Service						
Alt. No. 1C: Water Service						
Alt. No. 1D: Water Service						
Alt. No. 2: Infill						
Alt. No. 3: Raceways						
Alt. No. 4: ATS						
Alt. No. 5: DDC						

DNT Building Renovation

OWNER: Duluth Public Schools

CONSTRUCTION MANAGER: ICS Consulting, Inc.

ARCHITECT: Miller Architects

**BID TABULATIONS**

Wednesday, August 6, 2025 @ 1:00 p.m.

WORK SCOPE 03 - General Conditions

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Intercon Group					
BID SECURITY	Yes					
ADDENDA REC'D.	1 2 3 4					
Acknowledged MN Responsible Contractor:	Yes					
BASE BID:	\$3,257,000.00					
COMBINED WS BID:						
ALTERNATES:						
Alt. No. 1A: Water Service						
Alt. No. 1B: Water Service						
Alt. No. 1C: Water Service						
Alt. No. 1D: Water Service						
Alt. No. 2: Infill	\$18,480.00					
Alt. No. 3: Raceways						
Alt. No. 4: ATS						
Alt. No. 5: DDC						

DNT Building Renovation

OWNER: Duluth Public Schools

CONSTRUCTION MANAGER: ICS Consulting, Inc.

ARCHITECT: Miller Architects

**BID TABULATIONS**

Wednesday, August 6, 2025 @ 1:00 p.m.

WORK SCOPE 04 - Glass & Glazing

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Superior Glass	Mesabi Glass Window and Door	United Glass	St Germain's Glass		
BID SECURITY	Yes	Yes	Yes	Yes		
ADDENDA REC'D.	1 2 3 4	1 2 3 4	1 2 3	1 2 3 4		
Acknowledged MN Responsible Contractor:	Yes	Yes	Yes	Yes		
BASE BID:	\$48,140.00	\$53,650.00	\$56,997.00	\$72,014.00		
COMBINED WS BID:						
ALTERNATES:						
Alt. No. 1A: Water Service						
Alt. No. 1B: Water Service						
Alt. No. 1C: Water Service						
Alt. No. 1D: Water Service						
Alt. No. 2: Infill						
Alt. No. 3: Raceways						
Alt. No. 4: ATS						
Alt. No. 5: DDC						

DNT Building Renovation

OWNER: Duluth Public Schools

CONSTRUCTION MANAGER: ICS Consulting, Inc.

ARCHITECT: Miller Architects

**BID TABULATIONS**

Wednesday, August 6, 2025 @ 1:00 p.m.

WORK SCOPE 05 - Gypsum Assemblies

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Pinnacle Wall Systems	Mulcahy Nickolaus	RTL Construction			
BID SECURITY	Yes	Yes	Yes			
ADDENDA REC'D.	1 2 3 4	1 2	1 2 3 4			
Acknowledged MN Responsible Contractor:	Yes	Yes	Yes			
BASE BID:	\$1,065,000.00	\$1,289,500.00	\$1,889,959.00			
COMBINED WS BID:						
ALTERNATES:						
Alt. No. 1A: Water Service						
Alt. No. 1B: Water Service						
Alt. No. 1C: Water Service						
Alt. No. 1D: Water Service						
Alt. No. 2: Infill						
Alt. No. 3: Raceways						
Alt. No. 4: ATS						
Alt. No. 5: DDC						

DNT Building Renovation

OWNER: Duluth Public Schools

CONSTRUCTION MANAGER: ICS Consulting, Inc.

ARCHITECT: Miller Architects

**BID TABULATIONS**

Wednesday, August 6, 2025 @ 1:00 p.m.

WORK SCOPE 06 - Painting

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Mulcahy Nickolaus	Steinbrecher Painting Company	Swanson and Youngdale			
BID SECURITY	Yes	Yes	Yes			
ADDENDA REC'D.	1 2	1 2 3 4	1 2 3 4			
Acknowledged MN Responsible Contractor:	Yes	Yes	Yes			
BASE BID:	\$174,195.00	\$182,000.00	\$185,515.00			
COMBINED WS BID:						
ALTERNATES:						
Alt. No. 1A: Water Service						
Alt. No. 1B: Water Service						
Alt. No. 1C: Water Service						
Alt. No. 1D: Water Service						
Alt. No. 2: Infill						
Alt. No. 3: Raceways						
Alt. No. 4: ATS						
Alt. No. 5: DDC						

DNT Building Renovation

OWNER: Duluth Public Schools

CONSTRUCTION MANAGER: ICS Consulting, Inc.

ARCHITECT: Miller Architects

**BID TABULATIONS**

Wednesday, August 6, 2025 @ 1:00 p.m.

WORK SCOPE 08 - Tiling

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Northland Flooring	Grazzini Brothers	Johnson Carpet One			
BID SECURITY	Yes	Yes	Yes			
ADDENDA REC'D.	1 2 3 4	1 2 3 4	1 2 3			
Acknowledged MN Responsible Contractor:	Yes	Yes	Yes			
BASE BID:	\$280,000.00	\$337,300.00	\$491,000.00			
COMBINED WS BID:						
ALTERNATES:						
Alt. No. 1A: Water Service						
Alt. No. 1B: Water Service						
Alt. No. 1C: Water Service						
Alt. No. 1D: Water Service						
Alt. No. 2: Infill						
Alt. No. 3: Raceways						
Alt. No. 4: ATS						
Alt. No. 5: DDC						

DNT Building Renovation

OWNER: Duluth Public Schools

CONSTRUCTION MANAGER: ICS Consulting, Inc.

ARCHITECT: Miller Architects

**BID TABULATIONS**

Wednesday, August 6, 2025 @ 1:00 p.m.

WORK SCOPE 09 - Acoustical Ceilings

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Twin City Acoustics	Sorlie Acoustics	Shaefer Acoustics	Acoustics Associates		
BID SECURITY	Yes	Yes	Yes	Yes		
ADDENDA REC'D.	1 2 3 4	1 2 3 4	1 2 3 4	1 2 3 4		
Acknowledged MN Responsible Contractor:	Yes	Yes	Yes	Yes		
BASE BID:	\$128,400.00	\$190,685.00	\$232,680.00	\$238,690.00		
COMBINED WS BID:						
ALTERNATES:						
Alt. No. 1A: Water Service						
Alt. No. 1B: Water Service						
Alt. No. 1C: Water Service						
Alt. No. 1D: Water Service						
Alt. No. 2: Infill						
Alt. No. 3: Raceways						
Alt. No. 4: ATS						
Alt. No. 5: DDC						

DNT Building Renovation

OWNER: Duluth Public Schools

CONSTRUCTION MANAGER: ICS Consulting, Inc.

ARCHITECT: Miller Architects

**BID TABULATIONS**

Wednesday, August 6, 2025 @ 1:00 p.m.

WORK SCOPE 10 - Conveying Systems

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Larson Elevator	Minnesota Elevator				
BID SECURITY	Yes	Yes				
ADDENDA REC'D.	NO	1 2 3 4				
Acknowledged MN Responsible Contractor:	Yes	Yes				
BASE BID:	\$219,000.00	\$268,500.00				
COMBINED WS BID:						
ALTERNATES:						
Alt. No. 1A: Water Service						
Alt. No. 1B: Water Service						
Alt. No. 1C: Water Service						
Alt. No. 1D: Water Service						
Alt. No. 2: Infill						
Alt. No. 3: Raceways						
Alt. No. 4: ATS						
Alt. No. 5: DDC						

DNT Building Renovation

OWNER: Duluth Public Schools

CONSTRUCTION MANAGER: ICS Consulting, Inc.

ARCHITECT: Miller Architects

**BID TABULATIONS**

Wednesday, August 6, 2025 @ 1:00 p.m.

WORK SCOPE 11 - Fire Suppression

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Fire Pro	Summit Fire Protection				
BID SECURITY	Yes	Yes				
ADDENDA REC'D.	1 2 3 4	1 2 3 4				
Acknowledged MN Responsible Contractor:	Yes	Yes				
BASE BID:	\$189,400.00	\$279,600.00				
COMBINED WS BID:						
ALTERNATES:						
Alt. No. 1A: Water Service						
Alt. No. 1B: Water Service						
Alt. No. 1C: Water Service	\$8,600.00	\$0.00				
Alt. No. 1D: Water Service						
Alt. No. 2: Infill						
Alt. No. 3: Raceways						
Alt. No. 4: ATS						
Alt. No. 5: DDC						

DNT Building Renovation

OWNER: Duluth Public Schools

CONSTRUCTION MANAGER: ICS Consulting, Inc.

ARCHITECT: Miller Architects

**BID TABULATIONS**

Wednesday, August 6, 2025 @ 1:00 p.m.

WORK SCOPE 12 - Mechanical

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	A G Obrien	Jamar	Shannons Inc			
BID SECURITY	Yes	Yes	Yes			
ADDENDA REC'D.	1 2 3 4	1 2 3 4	1 2 3 4			
Acknowledged MN Responsible Contractor:	Yes	Yes	Yes			
BASE BID:	\$3,724,034.00	\$4,018,100.00	\$4,891,000.00			
COMBINED WS BID:						
ALTERNATES:						
Alt. No. 1A: Water Service						
Alt. No. 1B: Water Service						
Alt. No. 1C: Water Service						
Alt. No. 1D: Water Service	\$48,434.00	\$3,400.00	\$12,400.00			
Alt. No. 2: Infill						
Alt. No. 3: Raceways						
Alt. No. 4: ATS						
Alt. No. 5: DDC	\$47,790.00	\$42,445.00	\$44,600.00			

DNT Building Renovation

OWNER: Duluth Public Schools

CONSTRUCTION MANAGER: ICS Consulting, Inc.

ARCHITECT: Miller Architects

**BID TABULATIONS**

Wednesday, August 6, 2025 @ 1:00 p.m.

WORK SCOPE 13 - Electrical

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Belknap Electric	Hunt Electric	Duluth Electric	Holden Electric	Parsons Archkey	Benson Electric
BID SECURITY	Yes	Yes	Yes	Yes	Yes	Yes
ADDENDA REC'D.	1 2 3 4	1 2 3 4	1 2 3 4	1 2 3 4	1 2 3 4	1 2 3 4
Acknowledged MN Responsible Contractor:	Yes	Yes	Yes	Yes	Yes	Yes
BASE BID:	\$2,668,386.00	\$2,710,776.00	\$2,765,612.00	\$2,776,677.00	\$3,251,829.00	\$3,289,000.00
COMBINED WS BID:						
ALTERNATES:						
Alt. No. 1A: Water Service						
Alt. No. 1B: Water Service						
Alt. No. 1C: Water Service						
Alt. No. 1D: Water Service						
Alt. No. 2: Infill						
Alt. No. 3: Raceways	(\$11,169.00)	(\$84,049.00)	(\$55,000.00)	(\$152,000.00)	(\$24,978.00)	(\$30,000.00)
Alt. No. 4: ATS	(\$2,325.00)	(\$4,740.00)	(\$4,000.00)	(\$3,510.00)	(\$4,957.00)	(\$4,000.00)
Alt. No. 5: DDC						

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM: KTM Paving, Inc.
5513 Highway 2
Hermantown, MN 55810

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** WS-1 Utilities

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

\$ sixty three thousand + 00/100 — \$ 63,000.00

2. **Work Scope** _____

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

\$ _____ \$

3. **Work Scope** _____

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

\$ _____ \$

4. **Work Scope** _____

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

\$ _____ \$

5. Work Scope

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

\$ _____ \$

6. COMBINED WORK SCOPE BID

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

for the Combined Base Bid Sum of:

_____ \$

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ one hundred nine thousand + 00/100

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ ninety six thousand four hundred + 00/100

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

ALLOWANCES

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

ADDENDA

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

Addenda No. 1 Dated 7/25/25 Addenda No. 2 Dated 7/29/25
Addenda No. 3 Dated 7/31/25 Addenda No. 4 Dated 8/4/25

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: 5513 Highway 2

City: Hermantown State: MN Zip: 55810

Phone Number: 218-729-1446 Fax Number: 218-729-9125

Name (typed or printed): Alaina Dodaro

Signature: 

Title: VP

Date: 8/5/25

END OF SECTION 00 4113



AIA Document A310™ – 2010

Bond No. RB0098455

Bid Bond

CONTRACTOR:

(Name, legal status and address)

KTM Paving, Inc.

5513 Highway 2

Hermantown, MN 55810

OWNER:

(Name, legal status and address)

ISD#709-Duluth Public Schools

SURETY:

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

Granite Re, Inc.

14001 Quailbrook Drive

Oklahoma City, OK 73134

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: Bid Number 1340, DNT Building Renovation

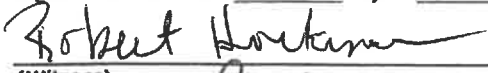
(Name, location or address, and Project number, if any)

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 24th day of July, 2025


(Witness)


(Witness)

KTM Paving, Inc.

(Principal)

(Title)

Granite Re, Inc.

(Surety)

(Title) Attorney-in-Fact

Troy Staples

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

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

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

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

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

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

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



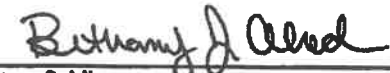

Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

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

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




Notary Public

GRANITE RE, INC.
Certificate

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
24th day of July, 2025.




Kyle P. McDonald, Assistant Secretary

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)

County of _____)

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

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)

County of _____)

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

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of MINNESOTA)

County of ST LOUIS)

On this 28 day of JULY, in the year 2025, before me personally come(s) ALAINA DODARO, to me known, who, being duly sworn, deposes and says that he/she is the VP of the KTM PAVING INC, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

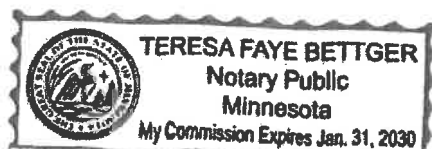
Robert Hockman
Notary Public

ACKNOWLEDGMENT OF SURETY

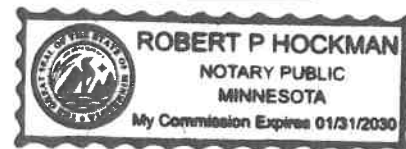
State of Minnesota)

County of Dakota)

On this 24th day of July, in the year 2025, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of Granite Re, Inc., with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Granite Re, Inc. company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.



Teresa Bettger
Notary Public



Erlandson Stone & Pavers

Invoice 2025-03

Draw#2

For:

KTM Duluth

Materials

Stone.....	\$28,736.07
Trucking.....	\$7,349.12
Gravel.....	\$4,400.00
Topsoil.....	\$3,300.00
Flowers+Plantings.....	\$5,800.00
Stone Mulch.....	\$3,800.00

Material Total: \$53,385.19

Time + Machine + Labor + Overhead:

\$28,000.00

Description:

Met with Architect 05/14

NOTES:

Wild Fires delayed material delivery 1 week. *CHANGE ORDERED* Fire Hydrant location was overlooked by the Architectural Firm- Awaiting orders on how to finish off that detail- The location of the fire hydrant was directly above the "Sample Area" Had to remove work performed last year and relocate the rock. *RUSH ORDERED* Threats were made if the garden area was not "READY BY THE TIME OF THEIR PARTY" Told them its out of my hands but if that's what they want that's what we will shoot for.

Total Due: \$81,385.19



DAYS WORKED ON PROJECT

05/14

05/17

05/18

05/19

05/20

05/22

05/23

05/24

05/26

05/27

05/28

05/29

05/30

05/31

06/1

06/4

06/6

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM: Veit & Company, Inc.

14000 Veit Place Rogers, MN 55374

Andy Dammer, Sr. Project Manager (218)341-1843 Cell andy.dammer@veitusa.com

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** #1 Utilities

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

\$ Eighty-eight thousand dollars and no cents-----

\$88,000.00

2. **Work Scope** _____

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

\$ _____

\$ N/A

3. **Work Scope** _____

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

\$ _____

\$ N/A

4. **Work Scope** _____

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

\$ _____

\$ N/A

5. Work Scope _____

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

\$ _____

\$ N/A

6. COMBINED WORK SCOPE BID

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

for the Combined Base Bid Sum of:

\$ N/A

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

☒ (Add, Deduct, No Change) \$ Seventy thousand dollars no cents-----

\$ 70,000.00

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

☒ (Add, Deduct, No Change) \$ Fifty thousand dollars and no cents-----

\$ 50,000.00

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

\$ N/A

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

\$ N/A

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

\$ N/A

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

\$ N/A

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

\$ N/A

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

\$ N/A

ALLOWANCES

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

ADDENDA

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

Addenda No. 1 Dated 07/25/2025 Addenda No. 2 Dated 07/29/2025

Addenda No. 3 Dated 07/31/2025 Addenda No. 4 Dated 08/04/2025

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: 14000 Veit Place

City: Rogers State: MN Zip: 55374

Phone Number: (763)428-2242 Fax Number: (763)428-8348

Name (typed or printed): Andy Dammer

Signature: 

Title: Sr. Project Manager/Authorized Signatory

Date: 07/31/2025

END OF SECTION 00 4113

AIA® Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Veit & Company, Inc.
14000 Veit Place
Rogers, MN 55374

SURETY:

(Name, legal status and principal place of business)

Western Surety Company
101 S Reid Street,
Sioux Falls, SD 57103

OWNER:

(Name, legal status and address)

ISD #709 - Duluth Public Schools
719 Portia Johnson Dr
Duluth, MN 55802

BOND AMOUNT: 5% of Bid Amount

PROJECT:

Duluth Public Schools ISD 709 Education Center
Duluth Public Schools DNT Building Renovations
Bid No.: 1340
Duluth, MN

ADDITIONS AND DELETIONS:

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

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.


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User Notes:

(1113085000)


Signed and sealed this 11th day of July, 2025.


(Witness) Jon Brostowitz, Pw/Estimator

See attached CA Notary Acknowledgment
(Witness)

Veit & Company, Inc.

(Contractor as Principal)


(Title) Andy Dammer, Authorized Signatory
Western Surety Company

(Surety)

(Seal)


(Title) Marja Rufino, Attorney In Fact



ACKNOWLEDGMENTS

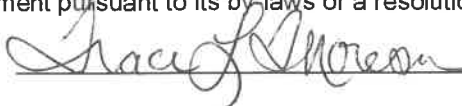
Corporate Acknowledgment(s)

STATE OF Minnesota

ss: }

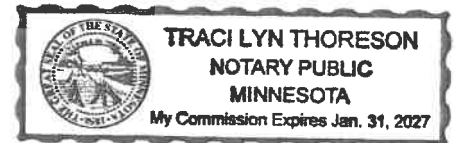
COUNTY OF St. Louis

On this 31st day of July, 2025, before me, the undersigned, a Notary Public in and for the said State, personally appeared Andy Dammer, known to me (or proved to me on the basis of satisfactory evidence) to be the Sr. Project Manager/Authorized Signatory, of the Veit & Company, Inc., the corporation that executed the within instrument and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

 (seal)

Notary Public

My commission expires 01/31/2027



Limited Liability Company Acknowledgment

STATE OF _____

ss: }

COUNTY OF _____

On this ____ day of _____, 20____, before me personally

appeared _____, known by me to be the person who is identified in and who executed the foregoing General Agreement of Indemnity, and who being by me duly sworn, deposes and says that (s)he is the Manager of _____, a limited liability company, that (s)he is duly authorized to execute said Agreement as the act and deed of said limited liability company.

(seal)

Notary Public

My commission expires _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento)

On July 11, 2025 before me, Donna Marie Borja, Notary Public
(insert name and title of the officer)

personally appeared Maria Rufino,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Donna Marie Borja (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

David W Garese, Audrey C Skeen, Maria Rufino, Donna Borja, Brooke A Skeen, Lisa Betancur, Individually

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

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 23rd day of September, 2023.



WESTERN SURETY COMPANY

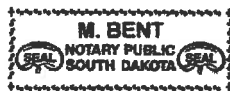
Larry A. Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 23rd day of September, 2023, before me personally came Larry A. Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, 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 and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of July, 2025.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

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

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

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

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



Veit & Company, Inc.
14000 Veit Place
Rogers, MN 55374
763-428-2242
contracts@veitusa.com

July 1, 2025

To Whom It May Concern:

Subject: Authorized Signers for Bids and Contracts

This letter serves to confirm the individuals authorized to sign bonds, bids and contracts on behalf of Veit & Company, Inc. a Minnesota-based corporation in good standing.

As recorded in the official minutes of our Board of Directors meeting held on May 6, 2025, the following individuals were duly approved as authorized signatories for all bidding documents, contractual agreements, and legally binding commitments entered into by the corporation:

- Vaughn Veit, Chairman of the Board of Directors
- Kelly Veit, CEO
- Steve Hedtke, CFO
- Tim Reimann, President
- Brian Volk, Treasurer
- Peter J. Williams, Secretary and General Counsel
- Jesse Roush, Assistant Secretary
- Michael Mahn, Senior Project Manager
- Herb Pundsack III, Senior Project Manager
- Andrew Dammer, Senior Project Manager
- Tyler Erickson, Senior Project Manager

This authorization shall remain in effect until amended or revoked by a subsequent resolution of the Board of Directors.

Please feel free to contact our office at 763-428-2242 or contracts@veitusa.com if you require further confirmation or additional documentation.

Sincerely,

Peter J. Williams, Secretary and General Counsel

State of Minnesota
County of Hennepin



This instrument was acknowledged before me on July 1, 2025 by Peter J. Williams.

Signature of Notarial Officer
My Commission Expires: January 31st, 2028

Veit & Company, Inc.	veitusa.com	14000 Veit Place, Rogers, MN 55374	P: (763) 428-2242
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SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM: Rachel Contracting, LLC

4180 Napier Court NE

St. Michael, MN 55736

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

- 1. Work Scope** #1 Utilities

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

\$ Ninety Seven Thousand Five Hundred Dollars and Zero Cents

\$ 97,500.00

- 2. Work Scope** NA

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

\$ -

\$ -

- 3. Work Scope** NA

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

\$ -

\$ -

- 4. Work Scope** NA

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

\$ -

\$ -

5. Work Scope NA

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

\$ -

\$ -

6. COMBINED WORK SCOPE BID

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

NA

for the Combined Base Bid Sum of:

-

\$ -

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

~~(Add)~~, Deduct, No Change) \$ Eighty Three Thousand One Hundred Fifty Dollars

\$ 83,150.00

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

~~(Add)~~, Deduct, No Change) \$ Sixty Two Thousand Nine Hundred Fifty Dollars

\$ 62,950.00

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ Work Scope 11 - NA

\$ -

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ Work Scope 12 - NA

\$ -

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ NA

\$ -

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ NA

\$ -

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ NA

\$ -

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ NA

\$ -

ALLOWANCES

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

ADDENDA

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

Addenda No. 1 Dated 7/25/2025 Addenda No. 2 Dated 7/29/2025
Addenda No. 3 Dated 7/31/2025 Addenda No. 4 Dated 8/04/2025

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: 4180 Napier Court NE

City: St. Michael State: MN Zip: 55736

Phone Number: 763-424-1500 Fax Number: 763-424-1501

Name (typed or printed): Matthew Coz

Signature: 

Title: President

Date: 08/06/2025 M.C.

END OF SECTION 00 4113



Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Rachel Contracting, LLC

4180 Napier Court N.E.
St. Michael, MN 55376

OWNER:

(Name, legal status and address)
Duluth Public Schools, ISD #709
709 Portia Johnson Drive
Duluth, MN 55811

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

PROJECT:

(Name, location or address, and Project number, if any)
Duluth Public Schools ISD 709 Education Center

SURETY:

(Name, legal status and principal place
of business)

Arch Insurance Company
Harborside 3, 210 Hudson Street, Suite 300
Jersey City, NJ 07311-1107

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

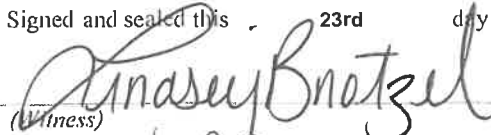
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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.

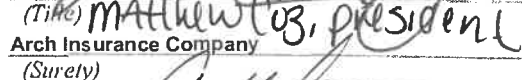
Signed and sealed this 23rd day of July, 2025


(Witness)

Rachel Contracting, LLC
(Principal)

(Seal)


(Witness) Sarah Joy Robinson


Arch Insurance Company
(Surety)

(Seal)

(Title) Colby D. White, Attorney-in-Fact

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



Init.

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ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF Minnesota

COUNTY OF Wright

On this 25th day of July, in the year 2025, before me personally appeared Matthew C. Rachel, of president of Rachel Contracting, LLC, known to me to be the person whose name is subscribed to the instrument, and acknowledge that he/she executed the same.

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



Lindsey Brotzel, Notary Public
My Commission Expires: 01/31/2028

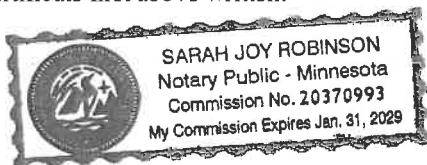
ACKNOWLEDGEMENT OF SURETY

STATE OF Minnesota

COUNTY OF Hennepin

On this 23rd day of July, in the year 2025, before me personally come(s) Colby D. White, Attorney-in-Fact of Arch Insurance Company, with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is the Attorney-in-Fact of Arch Insurance Company, the company described in and which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said Company, and that he/she signed said instrument as Attorney-in-Fact of the said Company by like order.

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



Sarah Joy Robinson, Notary Public
My Commission Expires: January 31, 2029

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. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Austin Muehlschlegel, Brian J. Oestreich, Colby D. White, Joseph Cardinal, Joshua R. Loftis, Kristine Becks, Melinda C. Blodgett, Michelle Morrison, Nathan Weaver, Nicole Stillings, R. C. Bowman, R. W. Frank, Ryan-Olivia Lundy, Sandra M. Engstrom and Ted Jorgensen of St. Louis Park, MN (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding **One Hundred Fifty Million Dollars (\$150,000,000.00)**. This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

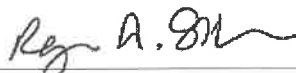
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

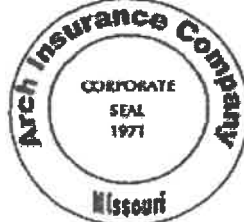
This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 6th day of January, 2025.

Attested and Certified


Regan A. Shulman, Secretary

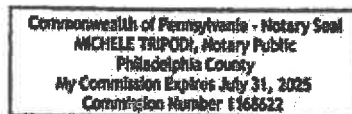
STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

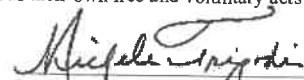


Arch Insurance Company


Stephen C. Ruschak, Executive Vice President

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

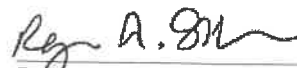



Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated January 6, 2025** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said **Stephen C. Ruschak**, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 23rd day of July, 2025.


Regan A. Shulman, Secretary

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

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance Company Claims Department
Surety Claims
P.O. Box 542033
Omaha, NE 68154
suretyclaims@archinsurance.com



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com. Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM:

Harbor City Masonry, Inc.
310 S. Central Ave
Duluth, MN 55807

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 2 - Masonry

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

\$ one hundred eighty nine thousand four hundred thirty five dollars \$ 189,435.00

2. Work Scope _____

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

\$ _____ \$ _____

3. Work Scope _____

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

\$ _____ \$ _____

4. Work Scope _____

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

\$ _____ \$ _____

5. **Work Scope** _____

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

\$ _____ \$

6. **COMBINED WORK SCOPE BID**

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

for the Combined Base Bid Sum of:

_____ \$

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

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

ALLOWANCES

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

ADDENDA

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

Addenda No. 1 Dated 7/25/25 Addenda No. 2 Dated 7/29/25
Addenda No. 3 Dated 7/31/25 Addenda No. 4 Dated 8/4/25

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: 310 S. Central Ave

City: Duluth State: MN Zip: 55807

Phone Number: 218-628-3686 Fax Number: 218-628-3706

Name (typed or printed): Roger Andersen

Signature: 

Title: President

Date: 8/6/25

END OF SECTION 00 4113



UNITED FIRE & CASUALTY COMPANY

118 Second Avenue SE, PO Box 73909
Cedar Rapids, Iowa 52407-3909 319-399-5700
(A Stock Company)

BID BOND

KNOW ALL BY THESE PRESENTS, that we
Harbor City Masonry, Inc

as Principal, hereinafter called the Principal, and the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized under the laws of the State of IOWA, as Surety, hereinafter called the Surety, are held and firmly bound unto
Duluth Public Schools ISD 709

as Obligee, hereinafter called the Obligee, in the sum of Five Percent 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.

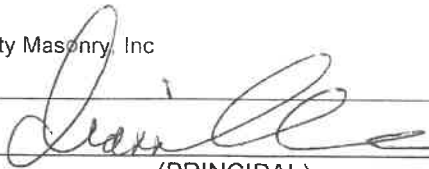
WHEREAS, the Principal has submitted a bid for

Duluth Public Schools ISD 709 - Education Center

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 6th day of August, 2025.

Harbor City Masonry, Inc

By  (Seal)
(PRINCIPAL)

(TITLE)

UNITED FIRE & CASUALTY COMPANY
(SURETY)

By 
(ATTORNEY-IN-FACT)




(WITNESS)


(WITNESS)

(INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT)

STATE OF _____)
COUNTY OF _____) ss.

On the _____ day of _____, 20_____, before me, a Notary Public within and for said county, personally appeared, _____

to me known to be the person(s) described in and who executed the foregoing instrument, as Principal(s), and acknowledged to me that ___he___ executed the same as ___h___ free act and deed.

(Notarial Seal)

Notary Public, _____
County, _____
My commission expires _____

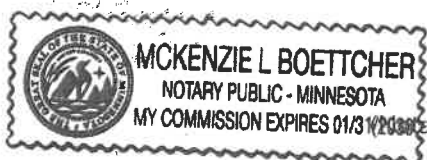
CORPORATE ACKNOWLEDGMENT

STATE OF Minnesota)
COUNTY OF St. Louis) ss.

On the 6th day of August, 2025, before me personally appeared Dianne Anderson

to me known, who being by me duly sworn, did depose and say: that She resides in Minnesota that S he is the Vice President of the Harbor City Masonry, Inc.

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



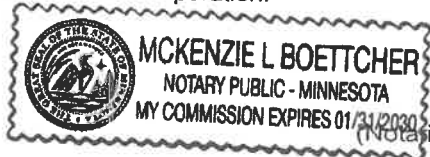
(Notarial Seal)

[Signature]
Notary Public, Saint Louis
County, Minnesota
My commission expires January 31st, 2030

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF Minnesota)
COUNTY OF St. Louis) ss.

On this 6th day of August, 2025, before me appeared Cynthia L. Sund to me personally known, who being by me duly sworn, did say that She is the aforesaid officer or attorney in fact of the UNITED FIRE & CASUALTY COMPANY a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.



(Notarial Seal)

[Signature]
Notary Public, Saint Louis
County, Minnesota
My Commission expires January 31st, 2030



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

CYNTHIA L. SUND, TIMOTHY J. ROTHE, TAMMI M. BAUER, MCKENZIE BOETTCHER, 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 \$25,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 30th day of April, 2026 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

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

"Article VI – Surety Bonds and Undertakings"

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

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 30th day of April, 2024

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

By: 
Vice President

State of Iowa, County of Linn, ss:

On 30th day of April, 2024, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

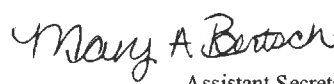



Notary Public
My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
this 6th day of August, 2025.



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

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM: Axel H. Ohman, Inc.

247 W 61st Street

Minneapolis, MN 55419

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 2- Masonry

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

four hundred fifty seven thousand eight hundred

\$ 457,800

2. Work Scope _____

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

\$ _____

\$

3. Work Scope _____

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

\$ _____

\$

4. Work Scope _____

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

\$ _____

\$

5. Work Scope _____

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

\$ _____ \$

6. COMBINED WORK SCOPE BID

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

for the Combined Base Bid Sum of:

_____ \$

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

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

ALLOWANCES

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

ADDENDA

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

Addenda No. 1 Dated 7/25/2025 Addenda No. 3 Dated 7/31/25
Addenda No. 2 Dated 7/29/2025 Addenda No. 4 Dated 8/4/25

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: 247 W 61st Street

City: Minneapolis State: MN Zip: 55419

Phone Number: 612-490-3731 Fax Number: _____

Name (typed or printed): Pete Peschel

Signature: 

Title: President

Date: 8/6/2025

END OF SECTION 00 4113

One Park Circle, P O Box 5001, Westfield Center, Ohio 44251-5001

KNOW ALL MEN BY THESE PRESENTS, that we Axel H. Ohman, Inc., 247 West 61st Street, Minneapolis, MN 55419

as Principal, hereinafter called the Principal, and WESTFIELD INSURANCE COMPANY, Westfield Center, Ohio 44251, a corporation duly organized under the laws of the State of Ohio, as Surety, hereinafter called the Surety, are held and firmly bound unto ISD 709 - Duluth Public Schools

as Obligee, hereinafter called the Obligee, in the sum of Five percent of the bid amount
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.

WHEREAS, the Principal has submitted a bid for Duluth Public Schools ISD 709 Education Center - Bid Package #1
Work Scope 2- Masonry

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

Signed and sealed this 1st day of August, 2025

Axel H. Ohman, Inc.

(Principal)

(Seal)

By:

(Title)

Ohio Farmers Insurance Company

(Surety)

(Seal)

Helen F. Hotze, Attorney In Fact

(Title)

Printed in cooperation with the American Institute of Architects (AIA) by the Westfield Insurance Company. The language in this document conforms exactly to the language used in AIA Document A310, February 1970 edition.

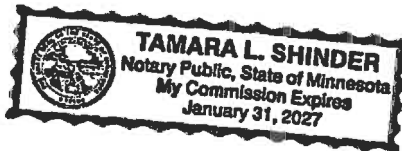
ACKNOWLEDGEMENT OF SURETY

STATE OF Minnesota)
COUNTY OF Hennepin) ss.

On this 1st day of August, 2025 personally appeared
before me Helen F. Hotze

who being duly sworn did depose and say that he/she is the attorney-in-fact of the Ohio Farmers Insurance Company of Westfield Center, Ohio, that the seal affixed to the attached instrument is the Corporate Seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and the said
Helen F. Hotze

acknowledged that he/she executed said instrument as such attorney-in-fact and as the free act and deed of said Corporation.



BD 5439 OF (1-00)

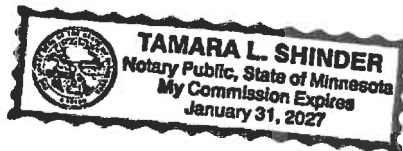
ACKNOWLEDGEMENT OF SURETY

STATE OF Minnesota)
COUNTY OF Hennepin) ss.

On this 1st day of August, 2025 personally appeared
before me Helen F. Hotze

who being duly sworn did depose and say that he/she is the attorney-in-fact of the Ohio Farmers Insurance Company of Westfield Center, Ohio, that the seal affixed to the attached instrument is the Corporate Seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and the said
Helen F. Hotze

acknowledged that he/she executed said instrument as such attorney-in-fact and as the free act and deed of said Corporation.



BD 5439 OF (1-00)

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM: INTERCON GROUP INC.
1775 SHILTON RD
DULUTH, MN 55804

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 03 GENERAL CONSTRUCTION

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

\$ Three million two hundred fifty seven thousand and no/100 \$ 3,257,000.00

2. Work Scope N/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

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

\$ _____ \$ —

4. Work Scope _____

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

\$ N/A \$ —

5. Work Scope

N/A

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

\$ _____

\$ —

6. COMBINED WORK SCOPE BID

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

N/A

for the Combined Base Bid Sum of:

\$ —

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

N/A

\$ —

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

N/A

\$ —

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

N/A

\$ —

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

N/A

\$ —

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ EIGHTEEN THOUSAND FOUR HUNDRED EIGHTY

\$ 18,480

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

N/A

\$ —

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

N/A

\$ —

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

N/A

\$ —

ALLOWANCES

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

YES

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 7/25/25 Addenda No. 3 Dated 7/31/25
Addenda No. 2 Dated 7/29/25 Addenda No. 4 Dated 8/4/25

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: 1775 SHILTON RD
City: DULUTH, MN State: MN Zip: 55804
Phone Number: 218-464-2876 Fax Number: _____
Name (typed or printed): BRIAN LOBBESTAE
Signature: Brian Lobbestael
Title: PRESIDENT
Date: 8/6/2025

END OF SECTION 00 4113

AIA[®] Document A310[™] - 2010

Bid Bond

Bond No: 1001144591-4

CONTRACTOR:

(Name, legal status and address)

InterCon Group, Inc
1775 Shilhon Rd
Duluth, MN 55804

SURETY:

(Name, legal status and principal place of business)

Old Republic Surety Company
P.O. BOX 1635
Milwaukee, WI 53201

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

OWNER:

(Name, legal status and address)

ISD 709- Duluth Public Schools
719 Portia Johnson Dr
Duluth, MN 55802

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

BOND AMOUNT:

5% of total amount of bid not to exceed: One Hundred Thirty Five Thousand and 00/100 Dollars (\$135,000.00)

PROJECT:

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

Duluth Public Schools ISD 709 Education Center - Interior Demo and Renovation

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 31st day of July, 2025

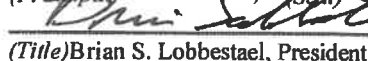
(Witness)



(Witness)

InterCon Group, Inc

(Principal)



(Title) Brian S. Lobbestael, President

Old Republic Surety Company

(Surety)



(Title) Jeremy J. Crawford, Attorney-In-Fact



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **MICHAEL D. WILLIAMS, JEREMY J. CRAWFORD** of GOLDEN VALLEY, MN

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

ALL WRITTEN INSTRUMENTS

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

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

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

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

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

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

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 12th day of June, 2025

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 12th day of June, 2025, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

CERTIFICATE

My Commission Expires: September 28, 2026

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

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

40-5304



Signed and sealed at the City of Brookfield, WI this 31st day of July, 2025

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-08)

CCI SURETY, INC.

BID FORM

BID FROM:

Superior Glass, Inc.

1. Work Scope

#4 GLASS + GLAZING

\$ Forty Eight Thousand One Hundred Forty

\$ 48,140⁰⁰

2. Work Scope

\$

§ —

3. Work Scope

\$

\$ —

4. Work Scope

\$

§ ~~_____~~

5. Work Scope _____

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

\$ _____

\$ _____

6. COMBINED WORK SCOPE BID

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

for the Combined Base Bid Sum of:

\$ _____

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

\$ _____

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

\$ _____

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

\$ _____

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

\$ _____

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

\$ _____

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

\$ _____

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

\$ _____

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

\$ _____

ALLOWANCES

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

ADDENDA

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

Addenda No. 1 Dated 7/25/25 Addenda No. 3 Dated 7/31/25
Addenda No. 2 Dated 7/29/25 Addenda No. 4 Dated 8/4/25

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: 7500 TOWER AVE
City: SUPERIOR State: WI Zip: 54880
Phone Number: (715) 685-0500 Fax Number: —
Name (typed or printed): MARK BISSONETTE
Signature: Mark Bissonette
Title: Estimator
Date: 8/6/25

END OF SECTION 00 4113



7500 Tower Ave, Superior, WI 54880
(715) 685-0500

8-6-25

Work scope #4

Project: **DNT Remodel ISD #709**
Duluth, MN

Addenda #1 thru 4 noted

Sections referenced: 084313 Aluminum Storefronts/088000 Glazing

Base Bid: FORTY-EIGHT THOUSAND ONE HUNDRED FORTY \$48,140.00 tax included.

- **Please see the clarifications listed below for inclusions of supply and installation:**
 - 6 thus ½" laminated glass set in others type C doors
 - 26 Thus ¼" clear tempered glass set in others type C doors
 - ¼" clear tempered glass set in 13 thus others type II side-lite frames
 - ¼" clear tempered glass set in 1 thus others type III side-lite frame
 - 1 thus exterior storefront type IV @ 106.1
 - 1 thus exterior storefront type V @ 100.1
 - 1 thus interior storefront type V @ 100.2
 - 1 thus exterior storefront type A
 - 1 thus exterior storefront type B @ 102
 - 1 thus exterior storefront type C
 - 1 thus exterior storefront type D
 - ¼" clear tempered glass set in 1 thus others frame type VII
 - ¼" clear tempered glass set in 1 thus others frame type VIII

Excluded from Base Bid:

- Demolition or relocation of existing
- Wood blocking and any other opening structure materials
- Alum door hardware supply
- Anything to do with card readers, wiring and owner access control devices.
- Anything to do with demountable glass partitions supply or installation
- Glazing film
- Mirrors

Thanks for this opportunity. Please feel free to give me a call to discuss as needed.

This quote is good for 30 days.

Mark Bissonette

Cell (218) 451-6501

Bid Bond



AIA Document A310™ – 2010

CONTRACTOR:

(Name, legal status and address)

SUPERIOR GLASS INC.

7500 Tower Avenue

Superior, WI 54880

Bid Bond No. GR34411

SURETY:

(Name, legal status and principal place of business)

Granite Re, Inc.

14001 Quailbrook Drive

Oklahoma City, OK 73134

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

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

OWNER:

(Name, legal status and address)

Duluth Public Schools - ISD #709

424 W 1st Street

Duluth, MN 55802

BOND AMOUNT: Five Percent of the Bid Amount (5.00% of Bid Amount)

PROJECT:

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

DNT Building Renovation Work Scope #4

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 29th day of July, 2025.

(Witness)

(Witness) Karla Heffron

SUPERIOR GLASS INC.
(Principal)

(Seal)

(Title)
Granite Re, Inc.
(Surety)

(Seal)

(Title) Connie Smith, Attorney-in-fact

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061110

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:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU 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:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU 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 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



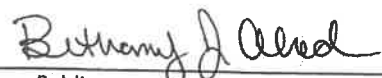

Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

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

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




Notary Public

GRANITE RE, INC.
Certificate

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this

29th day of July, 2023




Kyle P. McDonald, Assistant Secretary

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM: Mesabi Glass Window and Door, INC.

510 west 25th street

Hibbing, MN 55746

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope #4 Glass and Glazing

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

\$ FIFTY-THREE THOUSAND SIX HUNDRED FIFTY DOLLARS

\$ 53,650.00

2. Work Scope N/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

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

\$ N/A

\$ N/A

4. Work Scope N/A

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

\$ N/A

\$ N/A

5. **Work Scope** N/A

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

\$ N/A

\$ **N/A**

6. **COMBINED WORK SCOPE BID**

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**

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

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

\$ **N/A**

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

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

\$ **N/A**

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

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

\$ **N/A**

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

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

\$ **N/A**

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

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

\$ **N/A**

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

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

\$ **N/A**

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

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

\$ **N/A**

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

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

\$ **N/A**

ALLOWANCES

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

ADDENDA

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

Addenda No. 1 Dated 7/25/2025 Addenda No. 2 Dated 7/29/2025

Addenda No. 3 Dated 7/31/2025 Addenda No. 4 Dated 8/4/2025

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: 510 west 25th street

City: Hibbing State: MN Zip: 55746

Phone Number: 218-262-2010 Fax Number: 218-262-2011

Name (typed or printed): Chris Anderson

Signature: _____

Title: _____

Date: 08/06/2025

END OF SECTION 00 4113



Document A310™ – 2010

Bond No. FB0004767

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Mesabi Glass, Window And Door, Inc

510 West 25th Street

Hibbing, MN 55746

SURETY:

(Name, legal status and principal place of business)

GRANITE RE, INC.

14001 Quailbrook Drive

Oklahoma City, OK 73134

OWNER:

(Name, legal status and address)

ISD#709-Duluth Public Schools

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

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

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

PROJECT: Project No. 33231, DNT BUILDING RENOVATION

(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 5th day of August, 2025

Mesabi Glass, Window And Door, Inc

(Principal)

(Seal)

(Witness)

(Title)

GRANITE RE, INC.

(Surety)

(Seal)

(Witness)

(Title) Attorney-in-Fact

Troy Staples

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

Init.

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021110

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
County of _____)

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

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
County of _____)

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

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of _____)
County of _____)

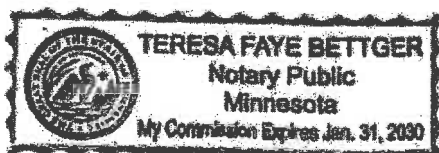
On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known, who, being duly sworn, deposes and says that he/she is the _____ of the _____ the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the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

Notary Public

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Dakota)

On this 5th day of August, in the year 2025, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of Granite Re, Inc. with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Granite Re, Inc. company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.



Teresa Bettger
Notary Public

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

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

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

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

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

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



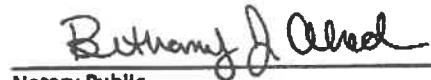

Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

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

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



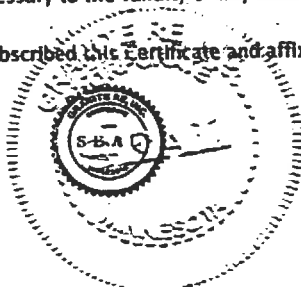

Notary Public

GRANITE RE, INC.
Certificate

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
5th day of August, 2025.




Kyle P. McDonald, Assistant Secretary



AIA

Document A310™ – 2010

Bond No. FB0004767

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Mesabi Glass, Window And Door, Inc
510 West 25th Street

Hibbing, MN 55746

SURETY:

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

GRANITE RE, INC.
14001 Quailbrook Drive

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

OWNER:

(Name, legal status and address)

ISD#709-Duluth Public Schools

Oklahoma City, OK 73134

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

PROJECT: Project No. 33231, DNT BUILDING RENOVATION

(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 5th day of August, 2025

Mesabi Glass, Window And Door, Inc

(Principal)

(Seal)

(Witness)

[Signature]

(Witness)

(Title)

GRANITE RE, INC.
(Surety)

(Title) Attorney-in-Fact

Troy Staples

(Seal)

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

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
County of _____)

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

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
County of _____)

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

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of _____)
County of _____)

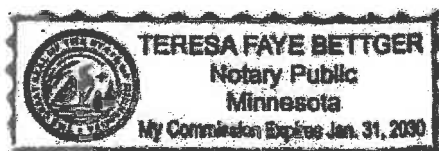
On this _____ day of _____ in the year _____ before me personally come(s) _____ to me known, who, being duly sworn, deposes and says that he/she is the _____ of the _____ the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the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

Notary Public

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Dakota)

On this 5th day of August, in the year 2025, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of Granite Re, Inc. with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Granite Re, Inc. company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.




Notary Public

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

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

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

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

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

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



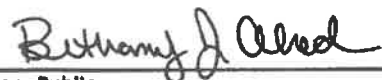

Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

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

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




Notary Public

GRANITE RE, INC.
Certificate

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
5th day of August, 2025.




Kyle P. McDonald, Assistant Secretary

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM: United Glass Inc.

1402 Progress Parkway, Suite C

Eveleth, MN 55734

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 4-Glass & Glazing

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

\$ Fifty Six Thousand Nine Hundred Ninety Seven Dollars

\$ 56,997.00

~~2. **Work Scope**~~

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

~~\$~~

~~\$~~

~~3. **Work Scope**~~

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

~~\$~~

~~\$~~

~~4. **Work Scope**~~

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

~~\$~~

~~\$~~

5. Work Scope

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

\$

\$

6. COMBINED WORK SCOPE BID

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

for the Combined Base Bid Sum of:

\$

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

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

\$ N/A

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

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

\$ N/A

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

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

\$ N/A

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

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

\$ N/A

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

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

\$ N/A

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

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

\$ N/A

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

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

\$ N/A

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

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

\$ N/A

ALLOWANCES

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

ADDENDA

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

Addenda No. 1 Dated 07/25/2025 Addenda No. 2 Dated 07/29/2025

Addenda No. 3 Dated 07/30/2025 Addenda No. _____ Dated _____

RESPONSIBLE CONTRACTOR

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

BID ACCEPTANCE

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

Street Address: 1402 Progress Parkway, Suite C

City: Eveleth State: MN Zip: 55734

Phone Number: 651-633-2529 Fax Number: 651-633-3839

Name (typed or printed): Jessica Hanson

Signature: 

Title: Estimator

Date: 8/6/2025

END OF SECTION 00 4113

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
United Glass, Inc.

1402 Progress Parkway, Suite C
Eveleth, MN 55734

OWNER:

(Name, legal status and address)
Duluth Public Schools, ISD #709
709 Portia Johnson Drive
Duluth, MN 55811

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

PROJECT:

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

Work Scope #4: Glass & Glazing in connection with Duluth News Tribune (DNT) Building Renovation; Duluth, MN

SURETY:

(Name, legal status and principal place
of business)

Swiss Re Corporate Solutions America Insurance Corporation
1200 Main Street, Suite 800
Kansas City, MO 64105

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 30th day of July, 2025


(Witness)

United Glass, Inc.
(Principal)

(Title)

Swiss Re Corporate Solutions America Insurance Corporation
(Surety)

(Title) Nathan Weaver, Attorney-in-Fact

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

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

Init.

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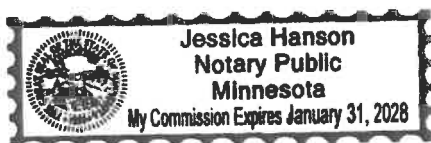
ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF Minnesota)

COUNTY OF _____)

On this 5th day of August, in the year 2025, before me personally appeared Keith Paulson,
President of
United Glass, Inc., known to me to be
the person whose name is subscribed to the instrument, and acknowledge that he/she executed the same.

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



[Signature], Notary Public
My Commission Expires: 1/31/2028

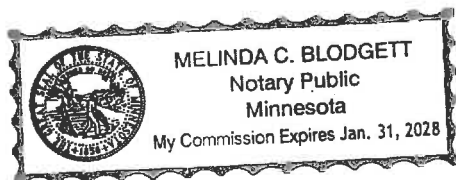
ACKNOWLEDGEMENT OF SURETY

STATE OF Minnesota)

COUNTY OF Hennepin)

On this 30th day of July, in the year 2025, before me personally come(s)
Nathan Weaver, Attorney-in-Fact of
Swiss Re Corporate Solutions America Insurance Corporation, with whom
I am personally acquainted, and who, being by me duly sworn, says that he/she is the Attorney-in-Fact of
Swiss Re Corporate Solutions America Insurance Corporation, the company described in and
which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal
affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of
said Company, and that he/she signed said instrument as Attorney-in-Fact of the said Company by like order.

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



Melinda C. Blodgett, Notary Public
My Commission Expires: January 31, 2028

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("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:

R.W. FRANK, JOSHUA R. LOFTIS, TINA L. DOMASK, ROSS S. SQUIRES, NICOLE STILLINGS, SANDRA M. ENGSTRUM,
BRIAN J. OESTREICH, TED JORGENSEN, MELINDA C. BLODGETT, R.C. BOWMAN, COLBY WHITE, NATHAN WEAVER, MICHELLE MORRISON,
JOSEPH CARDINAL, KRISTINE M. BECKS, RYAN-OLIVIA E. LUNDY, AND AUSTIN MUEHLSCHLEGEL 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."



By David Satory, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gabriel Jacquez, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior 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 15TH day of APRIL, 20 25

State of Illinois
County of Cook



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

On this 15TH day of APRIL, 20 25, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gabriel Jacquez, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior 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.

Karen M. Szweda
Karen M. Szweda, Notary

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 30th day of July, 20 25



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

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM: St. Germain's Glass Co.
212 N 40th Ave W
Duluth MN, 55807

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope Work Scope 04

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

\$ Seventy-Two Thousand & Fourteen Dollars \$ 72,014.00

2. Work Scope N/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

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

\$ N/A \$ N/A

4. Work Scope N/A

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

\$ N/A \$ N/A

5. **Work Scope** _____ **N/A**

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

\$ _____ **N/A**

\$ **N/A**

6. **COMBINED WORK SCOPE BID**

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**

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

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

\$ **N/A**

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

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

\$ **N/A**

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

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

\$ **N/A**

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

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

\$ **N/A**

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

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

\$ **N/A**

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

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

\$ **N/A**

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

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

\$ **N/A**

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

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

\$ **N/A**

ALLOWANCES

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

ADDENDA

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

Addenda No. 1 Dated 07/25/2025 Addenda No. 2 Dated 07/29/2025

Addenda No. 3 Dated 07/31/2025 Addenda No. 4 Dated 08/04/2025

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: 212 N. 40th Ave W

City: Duluth State: MN Zip: 55807

Phone Number: (218) 628-0221 Fax Number: (218) 628-0226

Name (typed or printed): Mike McCabe

Signature: 

Title: Sales Manager

Date: 08/04/2025

END OF SECTION 00 4113



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)

St. Germain's Glass, Inc.
212 N. 40th Ave West
Duluth, MN 55807

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

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

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

ISD #709 – Duluth Public Schools
215 North 1st Avenue E
Duluth, MN 55802

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)

ISD #709- Duluth Public Schools- DNT Building Renovation- Aluminum Storefront- Glazing

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 **31st** day of **July, 2025**


(Witness)


(Witness)

St. Germain's Glass, Inc.
(Principal) (Seal)

Estimator
(Title)

Old Republic Surety Company
(Surety)


(Title) **Name Alemdar** (Seal)
Attorney-in-Fact

INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF _____

SS

COUNTY OF _____

On the _____ day of _____, _____, before me personally appeared

_____ to me

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

(Notary Seal)

CORPORATE ACKNOWLEDGMENT

STATE OF Minnesota

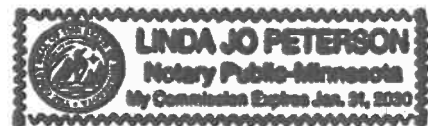
SS

COUNTY OF St. Louis

On the **31st** day of **July, 2025**, before me personally appeared Michael Moran to me known, who being by me duly sworn, did say that he/she is the Estimator of **St. Germain's Glass, Inc.**, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he/she signed his/her name thereto by like order

(Notary Seal)

[Signature]



ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA

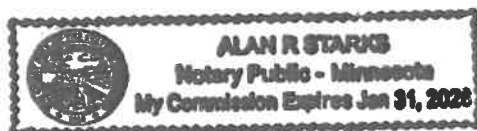
SS

COUNTY OF **Hennepin**

On the **31st** day of **July, 2025**, before me personally appeared **Name Alemdar** to me known, who being duly sworn, did say that he/she is the aforesaid officer or attorney-in-fact of the **Old Republic Surety Company** a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed 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)

[Signature]





OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

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

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

ALL WRITTEN INSTRUMENTS

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

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


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

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

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


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

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


Assistant Secretary



OLD REPUBLIC SURETY COMPANY


President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 10th day of February, 2022, personally came before me, Alan Pavlic 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.




Notary Public

My Commission Expires: September 28, 2022

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

CERTIFICATE

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

40-2662

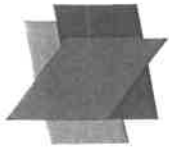


Signed and sealed at the City of Brookfield, WI this 31st day of JULY, 2025


Assistant Secretary

ORSC 22262 (3-05)

Christensen Group - IRI



ST. GERMAIN'S — GLASS —

212 N. 40th Ave West | Duluth, MN 55807
ph 218-628-0221 fax 218-628-0226
www.StGermainGlass.com

August 4, 2025

Project: Duluth Public Schools – ISD 709 DNT Building Renovation
424 West First Street
Duluth, MN 55802

Acknowledgement Addendum : #1, #2, #3, #4

Sections included in this proposal:

Section 084113 – Aluminum-Framed Entrances and Storefronts

Section 087100 – Door Hardware

Section 088000 – Glazing

- Furnish & Install Aluminum Framed Storefronts:
 - AL- IV (1) Exterior
 - Dark Bronze Anodized
 - Door #106.1
 - Hardware Group # 4
 - 1" OA Tempered Glass Low E #3
 - AL- V (1) Exterior
 - Dark Bronze Anodized
 - Door #100.1
 - Hardware Group # 1
 - 1" OA Tempered Glass Low E #3
 - AL- IV (1) Interior
 - Dark Bronze Anodized
 - Door #100.2
 - Hardware Group # 2
 - ¼" Clear Tempered Glass
 - AL- VI (1) Exterior
 - Dark Bronze Anodized
 - Door #102
 - Hardware Group # 3
 - 1" OA Tempered Glass Low E #3
- Hollow Metal & Wood Door Lite Glazing:
 - B: (2)
 - ¼" Clear Tempered Glass
 - C (21)
 - ¼" Clear Tempered Glass
 - C (6)
 - Security Glazing Laminated Glass
- Hollow Metal Frame Glazing:
 - HM- II (13)





ST. GERMAIN'S
— GLASS —

212 N. 40th Ave West | Duluth, MN 55807
ph 218-628-0221 fax 218-628-0226
www.StGermainGlass.com

- ¼" Clear Tempered Glass
- HM-III (1)
 - ¼" Clear Tempered Glass
- HM-VII (1)
 - ¼" Clear Tempered Glass
- HM-VIII (1)
 - ¼" Clear Tempered Glass

FURNISH-INSTALLED-TAXED

PROPOSAL \$72,014.00 (SEVENTY-TWO THOUSAND AND FOURTEEN DOLLARS & 00/100)

EXCLUSIONS: Opening Prep, Hollow Metal/Wood Doors and Frames, Mirrors, Final Keying, Final Cleaning, Field Testing, Wood Blocking.

The pricing provided in this estimate is based on current material costs and does not include any potential tariffs, surcharges, or other government-imposed fees. If our material suppliers adjust their pricing due to changes in tariffs, surcharges, or other external factors beyond our control, we reserve the right to adjust our pricing accordingly. Any such adjustments will be communicated promptly, and a revised estimate or change order will be provided for approval before proceeding with the project.

Thank you,

Michael Moran
St. Germain's Glass Co



HEARTLAND
— GLASS —



ST. GERMAIN'S
— GLASS —

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM:

Pinnacle Wall Systems

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 05 Gypsum Assemblies

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

\$ONE MILLION SIXTY FIVE THOUSAND — \$1,065,000⁰⁰

2. Work Scope _____

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

\$ _____ \$

3. Work Scope _____

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

\$ _____ \$

4. Work Scope _____

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

\$ _____ \$

5. Work Scope _____

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

\$ _____

\$ _____

6. COMBINED WORK SCOPE BID

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

for the Combined Base Bid Sum of:

\$ _____

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

\$ NA

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

\$ NA

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

\$ NA

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

\$ NA

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

\$ NA

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

\$ NA

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

\$ NA

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

\$ NA

ALLOWANCES

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

ADDENDA

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

Addenda No. 1 Dated 7/28/25 Addenda No. 2 Dated 7/30/25
Addenda No. 3 Dated 8/1/25 Addenda No. 4 Dated 8/4/25

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: 4849 WHITE BEAR PKWY
City: WHITE BEAR LAKE State: MN Zip: 55110
Phone Number: 651-653-3303 Fax Number: 651-234-0863
Name (typed or printed): SAM CASPERS
Signature: [Signature]
Title: EST / PM
Date: 8/5/25

END OF SECTION 00 4113



Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Pinnacle Wall Systems, Inc.

4849 White Bear Parkway
White Bear Lake, MN 55110

OWNER:

(Name, legal status and address)
Duluth Public Schools, ISD #709

709 Portia Johnson Drive
Duluth, MN 55811

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

PROJECT:

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

Work Scope #5 - Gypsum Assemblies In connection with Duluth News Tribune (DNT) Building Renovation; Duluth, MN

SURETY:

(Name, legal status and principal place
of business)

Amerisure Mutual Insurance Company
PO Box 9098
Farmington Hills, MI 48333-9098

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 5th day of August, 2025

(Witness)

Ryan-Olivia Evlyn Lundy
(Witness)

Pinnacle Wall Systems, Inc.

(Principal)

(Seal)

(Title)

Amerisure Mutual Insurance Company

(Surety)

(Seal)

(Title) Ted Jorgensen, Attorney-in-Fact

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

Init.

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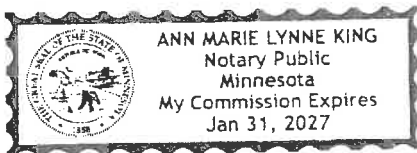
ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF Minnesota

COUNTY OF _____

On this 5th day of August, in the year 2025, before me personally appeared Jack Mulcahy,
Owner of
Pinnacle Wall Systems, Inc., known to me to be
the person whose name is subscribed to the instrument, and acknowledge that he/she executed the same.

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



[Signature], Notary Public
My Commission Expires: 1.31.27

ACKNOWLEDGEMENT OF SURETY

STATE OF Minnesota

COUNTY OF Hennepin

On this 5th day of August, in the year 2025, before me personally come(s)
Ted Jorgensen, Attorney-in-Fact of
Amerisure Mutual Insurance Company, with whom
I am personally acquainted, and who, being by me duly sworn, says that he/she is the Attorney-in-Fact of
Amerisure Mutual Insurance Company, the company described in and
which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal
affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of
said Company, and that he/she signed said instrument as Attorney-in-Fact of the said Company by like order.

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



Ryan-Olivia Evlyn Lundy, Notary Public
My Commission Expires: January 31, 2029



AMERISURE MUTUAL INSURANCE COMPANY
 AMERISURE INSURANCE COMPANY
 AMERISURE PARTNERS INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint:

NICOLE STILLINGS, SANDRA M. ENGSTRUM, BRIAN J. OESTREICH, COLBY D. WHITE, TED JORGENSEN, RACHEL THOMAS,
 JOSHUA R. LOFTIS, R.C. BOWMAN, MELINDA BLODGETT, SARAH DRAGT, NATHAN WEAVER, TINA L. DOMASK, ROSS SQUIRES,
 MICHELLE MORRISON and KRISTINE M. BECKS, JOSEPH CARDINAL, RYAN-OLIVIA E. LUNDY, AUSTIN MUEHLSCHLEGEL

of Holmes, Murphy, and Associates, LLC its true and lawful Attorney(s)-in Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or 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:

ONE HUNDRED MILLION (\$100,000,000.00) DOLLARS

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022.

"RESOLVED, that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary 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 Company;

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

FURTHER RESOLVED, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company."



By:

Michael A. Ito, Senior Vice President Surety

By:

Aaron Green, Vice President Surety



IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 11th day of September, 2024.

Amerisure Mutual Insurance Company
 Amerisure Insurance Company
 Amerisure Partners Insurance Company

State of Illinois
 County of Kane

On this 11th day of September, 2024, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, 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.



M. Kenny, Notary Public

I, Christopher M. Spaude, the duly elected Chief Financial Officer & Treasurer of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify and attest that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 5th day of August, 2025.

Christopher M. Spaude
 Christopher M. Spaude, Chief Financial Officer & Treasurer

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM:

Mulcahy Nickolaus LLC

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

05 Gypsum Assemblies

1. Work Scope _____

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

\$ One Million Two Hundred Eighty Nine Thousand Five Hundred

\$ 1,289,500.00

2. Work Scope NA

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

\$ NA

\$ NA

3. Work Scope NA

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

\$ NA

\$ NA

4. Work Scope _____

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

\$ NA

\$ NA

5. **Work Scope** NA

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

\$ NA \$ NA

6. **COMBINED WORK SCOPE BID**

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

NA

for the Combined Base Bid Sum of:

NA \$ NA

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

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

ALLOWANCES

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

ADDENDA

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

Addenda No. 1 Dated 07-25-25 Addenda No. 2 Dated 07-29-25

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

RESPONSIBLE CONTRACTOR

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

BID ACCEPTANCE

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

Street Address: 2980 Granada LN N

City: Oakdale State: MN Zip: 55128

Phone Number: 651-239-4595 Fax Number: 651-770-8118

Name (typed or printed): Dan Rygwalski

Signature: 

Title: Estimator Project Manager

Date: 8-6-25

END OF SECTION 00 4113



Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Mulcahy Nickolaus, LLC
2980 Granada Lane, Suite 100
Oakdale, MN 55128

SURETY:

(Name, legal status and principal place of business)

Swiss Re Corporate Solutions
America Insurance Corporation
1200 Main St., Suite 800
Kansas City, MO 64105-2478

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

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

OWNER:

(Name, legal status and address)

Independent School District #709
Duluth Public Schools
719 Portia Johnson Dr
Duluth MN 55802

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

PROJECT:

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

Duluth Public Schools ISD 709 Education Center
424 West First St
Duluth MN 55802

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 31st day of July, 2025


(Witness)


(Witness)

Mulcahy Nickolaus, LLC

(Principal)


(Title)

Swiss Re Corporate Solutions America Insurance Corporation
(Surety)


(Title)

Jordan Edwards, Attorney-in-Fact

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

Init.

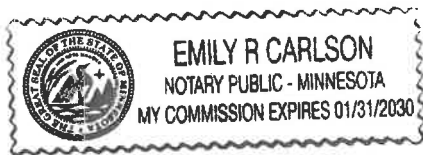
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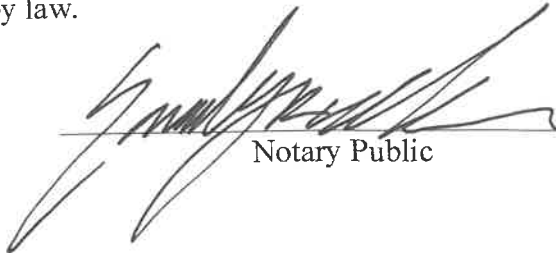
cs1110

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Hennepin)

On this 31st day of July, 2025, before me personally appeared Jordan Edwards to me known, who, being by me duly sworn, did depose and say: that s/he resides at Burnsville, Minnesota, that s/he is the Attorney-In-Fact of Swiss Re Corporate Solutions America Insurance Corporation 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 its assets as ascertained in the manner provided by law.



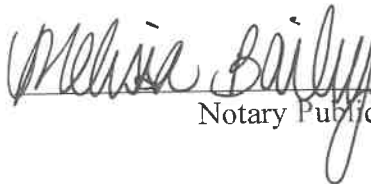

Notary Public

ACKNOWLEDGMENT OF CORPORATION

State of Minnesota)
County of Washington)

On this 31st day of July, 2025, before me personally appeared Rob Nickolaus, to me known, who being by me first duly sworn, did depose and say that s/he resides in Hudson, WI that s/he is the Vice President of Mulcahy Nickolaus, LLC 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

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("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:

CARL GODZIEK, SEAN McBRIDE, SAMANTHA BODDICKER, LAUREN BRUNS, EMILI CAIN and JORDAN EDWARDS

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:

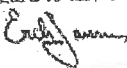
FIFTY MILLION (\$50,000,000.00) DOLLARS

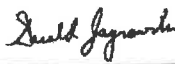
This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated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



By 
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By 
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 25TH day of SEPTEMBER, 20 23

State of Illinois
County of Cook

SS

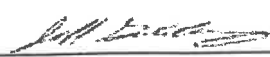
Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 25TH day of SEPTEMBER, 20 23, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC 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.




Christina Manisco, Notary

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 31st day of July, 20 25.


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

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM:

RTL Construction

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 5 - Gypsum wallboard assemblies

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

\$ One million, eight hundred eighty-nine thousand, nine hundred \$1'889'959
fifty nine

2. Work Scope

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

\$ \$

3. Work Scope

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

\$ \$

4. Work Scope

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

\$ \$

5. Work Scope

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

\$ _____ \$ _____

6. COMBINED WORK SCOPE BID

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

for the Combined Base Bid Sum of:

_____ \$ _____

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

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

ALLOWANCES

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

ADDENDA

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

Addenda No. 1 Dated 7/28/25 Addenda No. 2 Dated 7/30/25
Addenda No. 3 Dated 8/1/25 Addenda No. 4 Dated 8/5/25

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: 290 Sarazin Street

City: Shakopee State: MN Zip: 55379

Phone Number: 952-934-4695 Fax Number: 952-934-8380

Name (typed or printed): SHAWN LARSON

Signature: [Signature]

Title: VP

Date: 8/5/25

END OF SECTION 00 4113



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)

RTL Construction, Inc.
290 Sarazin Street
Shakopee, MN 55379

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

Westfield Insurance Company
P.O. Box 5001
Westfield Center, OH 44251-5001

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)

ISD 709 - Duluth Public Schools
719 Portia Johnson Drive
Duluth, MN 55802

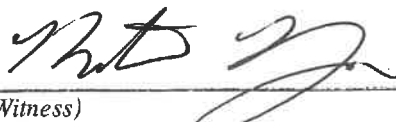
as Obligor, hereinafter called the Obligor, in the sum of **Five Percent (5%) of the Amount of the Bid**
Dollars (\$ **5 %**), for the payment
of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns,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

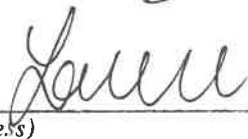
WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)

DNT Building Renovation - Duluth Public Schools, ISD 709 - Work Scope 5 -
Gypsum Wallboard Assemblies

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligor 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 Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligor 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 **6th** day of **August, 2025**

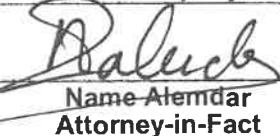

(Witness)


(Witness)

RTL Construction, Inc.
(Principal)


(Title) **VP** (Seal)

Westfield Insurance Company
(Surety)


(Title) **Name Atendar** (Seal)
Attorney-in-Fact

INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF _____

SS

COUNTY OF _____

On the _____ day of _____, _____, before me personally appeared

_____ to me

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

(Notary Seal)

CORPORATE ACKNOWLEDGMENT

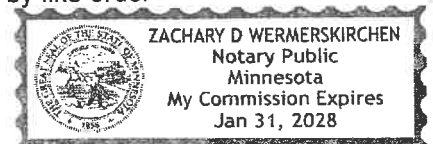
STATE OF MN

SS

COUNTY OF Rice

On the _____ day of _____, before me personally appeared Shawn Larson to me known, who being by me duly sworn, did say that he/she is the VP of **RTL Construction, Inc.**, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he/she signed his/her name thereto by like order

(Notary Seal)



ACKNOWLEDGMENT OF CORPORATE SURETY

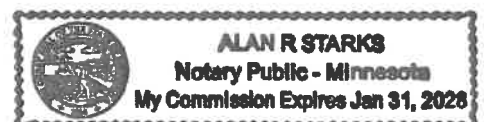
STATE OF MINNESOTA

SS

COUNTY OF **Hennepin**

On the 6th day of August, 2025, before me personally appeared **Name Alemdar** to me known, who being duly sworn, did say that he/she is the aforesaid officer or attorney-in-fact of the **Westfield 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.

(Notary Seal)



THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME
POWER # AND ISSUED PRIOR TO 06/15/21, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 2261872 07

General
Power
of Attorney

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
ALAN STARKS, NAME ALEMDAR, JEFFREY SETTEM, MELISSA M. NORDIN, TYLER GERADS, JOINTLY OR SEVERALLY

of EDEN PRAIRIE and State of MN its 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-

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 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 15th day of JUNE A.D., 2021.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:

Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 15th day of JUNE 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



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

State of Ohio
County of Medina ss.:

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 6th day of August A.D., 2025.



Frank A. Carrino, Secretary

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM: Mulcahy Nickolaus

2980 Granada Lane N

Oakdale, MN 55128

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 6- Painting

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

\$ One hundred seventy four thousand, one hundred and ninety five dollars

\$ 174,195

2. **Work Scope** _____

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

\$ _____

\$

3. **Work Scope** _____

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

\$ _____

\$

4. **Work Scope** _____

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

\$ _____

\$

5. Work Scope _____

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

\$ _____ \$

6. COMBINED WORK SCOPE BID

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

for the Combined Base Bid Sum of:

_____ \$

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

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

ALLOWANCES

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

ADDENDA

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

Addenda No. 1 Dated 7/25/2025 Addenda No. _____ Dated _____

Addenda No. 2 Dated 7/29/2025 Addenda No. _____ Dated _____

RESPONSIBLE CONTRACTOR

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

BID ACCEPTANCE

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

Street Address: 2980 Granada Lane N

City: Oakdale State: MN Zip: 55128

Phone Number: 651-770-5250 Fax Number: 651-770-8118

Name (typed or printed): Derek Wiles

Signature: Derek Wiles

Title: Project Manager

Date: 8/6/2025

END OF SECTION 00 4113



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Mulcahy Nickolaus, LLC
2980 Granada Lane, Suite 100
Oakdale, MN 55128

OWNER:

(Name, legal status and address)

Independent School District #709
Duluth Public Schools
719 Portia Johnson Dr
Duluth MN 55802

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

SURETY:

(Name, legal status and principal place of business)

Swiss Re Corporate Solutions
America Insurance Corporation
1200 Main St., Suite 800
Kansas City, MO 64105-2478

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)

Duluth Public Schools ISD 709 Education Center
424 West First St
Duluth MN 55802

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 31st day of July, 2025


(Witness)


(Witness)

Mulcahy Nickolaus, LLC

(Principal)


(Title)

Swiss Re Corporate Solutions America Insurance Corporation

(Surety)


(Title)

Jordan Edwards, Attorney-in-Fact

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

Init.

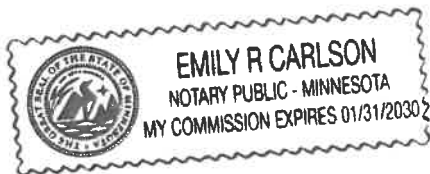
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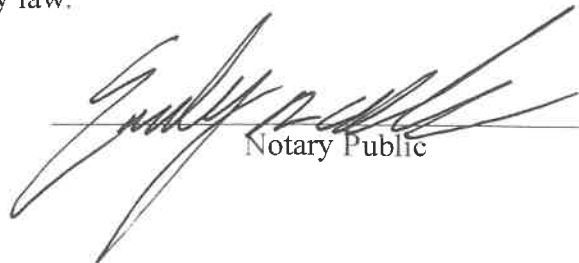
cs1110

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Hennepin)

On this 31st day of July, 2025, before me personally appeared Jordan Edwards to me known, who, being by me duly sworn, did depose and say: that s/he resides at Burnsville, Minnesota, that s/he is the Attorney-In-Fact of Swiss Re Corporate Solutions America Insurance Corporation, 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 its assets as ascertained in the manner provided by law.



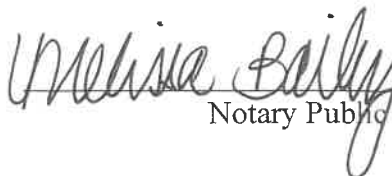

Notary Public

ACKNOWLEDGMENT OF CORPORATION

State of Minnesota)
County of Washington)

On this 31st day of July, 2025, before me personally appeared Bob Nickolaus, to me known, who being by me first duly sworn, did depose and say that s/he resides in Hudson, WI that s/he is the Vice President of Mulcahy Nickolaus, LLC 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

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("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:

CARL GODZIEK, SEAN McBRIDE, SAMANTHA BODDICKER, LAUREN BRUNS, EMILI CAIN and JORDAN EDWARDS

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."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
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 25TH day of SEPTEMBER, 20 23

State of Illinois
County of Cook



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

On this 25TH day of SEPTEMBER, 20 23, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC 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.



Christina Manisco
Christina Manisco, Notary

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 31st day of July, 20 25.

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

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM: Steinbrecher Painting Company
1408 7th St. N.
Princeton MN 55371

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 6 Painting

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

\$ One Hundred Eighty - Two Thousand \$ 182,000

2. Work Scope _____

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

\$ _____ \$

3. Work Scope _____

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

\$ _____ \$

4. Work Scope _____

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

\$ _____ \$

5. Work Scope _____

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

\$ _____ \$

6. COMBINED WORK SCOPE BID

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

for the Combined Base Bid Sum of:

_____ \$

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

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

ALLOWANCES

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

ADDENDA

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

Addenda No. 1 Dated July 25, 25 Addenda No. 2 Dated July 29, 25
Addenda No. 3 Dated July 31, 25 Addenda No. 4 Dated August 4, 25

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: 1408 7th St. N.
City: Princeton State: MN Zip: 55371
Phone Number: 612-202-7579 Fax Number: 763-385-5092
Name (typed or printed): Nick Nowak
Signature: Nick Nowak
Title: President
Date: 8-5-2025

END OF SECTION 00 4113



AIA Document A310™ – 2010

Bond No. JB002392

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Steinbrecher Painting Company

1408 - 7th Street North

PO Box 159

Princeton, MN 55371

SURETY:

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

Old Republic Surety Company

PO Box 1635

OWNER:

(Name, legal status and address)

Milwaukee, WI 53201-1635

ISD#709-Duluth Public Schools

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: Duluth Public Schools Education Center

(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 5th day of August, 2025

[Signature]
(Witness)

Steinbrecher Painting Company

(Principal) [Signature] (Seal)

(Title)

Old Republic Surety Company

(Surety)

(Seal)

[Signature]
(Witness)

(Title) Attorney-in-Fact Troy Staples

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

Init.

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061110

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
County of _____)

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

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
County of _____)

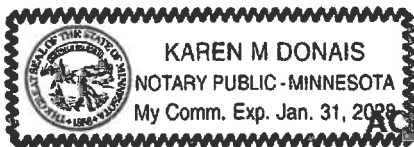
On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____, to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed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

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of MN)
County of Mille Lacs)

On this 5 day of August, in the year 2025, before me personally come(s) Nick Nowak, to me known, who, being duly sworn, deposes and says that he/she is the President of the Steinbrecher Painting Company, 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.

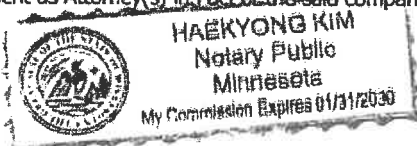


Karen M. Donais
Notary Public

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Dakota)

On this 5th day of August, in the year 2025, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of Old Republic Surety 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 Old Republic Surety 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.



Haekyong Kim
Notary Public



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock Insurance corporation, does make, constitute and appoint: JENNIFER M. BOYLES, NICHOLAS HOCHBAN, THOMAS M. LAHL, TROY STAPLES, ZACHARY PATE, THOMAS GEORGE KEMP of WEST ST PAUL, MN

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

ALL WRITTEN INSTRUMENTS

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

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

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

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

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

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

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 9th day of February, 2023.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Paylic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 9th day of February, 2023, personally came before me, Alan Paylic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

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

CERTIFICATE

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

40-0375

ORSC 22262 (3-08)

PATE BONDING, INC.

Signed and sealed at the City of Brookfield, WI this 5th day of August, 2025.

Karen J. Haffner
Assistant Secretary



**PATE
BONDING
INC.**

1276 So. Robert St. • West St. Paul, MN 55118 • Phone: (651) 457-6842 • Fax: (651) 457-7531 • Web Site: www.patebonding.com

Steinbrecher Painting Company
1408 - 7th Street North PO Box 159
Princeton, MN 55371

Bid Bond Results Form

PROJECT OWNER: ISD#709-Duluth Public Schools

BID DATE: August 6th 2025

PROJECT NAME: Duluth Public Schools Education Center

APPROX. BID AMOUNT: *\$200,000.00

** If your bid increases by 10% or more from this estimate, please contact our office for approval prior to the bid letting.*

BOND NUMBER: JB002392

PLEASE LIST THE FIRST THREE BIDDERS IF KNOWN

	Contractor's Name	Amount	Bid Security	
			Bid Bond	Check
Low	_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
2nd	_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
3rd	_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
	Your Bid If Not Listed Above	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>

Comments

By: _____
Date: _____

PLEASE RETURN THIS FORM TO PATE BONDING, INC.
Your assistance in providing us with all of your bid results is appreciated

PBI-TZ

Delivery Instructions: [] COURIER [] EMAIL [] FAX [] MAIL [] OVERNIGHT [] PICKUP [] OTHER _____

Please review your bond to ensure it is as you ordered and that it is in the proper form which includes the correct names, bond amounts and dates before you submit it. By affixing your signature, executing and providing this bond to the obligee you are verifying, and we will justifiably assume, the bond has been issued correctly with the best interests and requirements of all parties being considered. Contact us immediately if any correction is required.

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM: Swanson & Youngdale, INC.

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 06

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

\$ One Hundred Eighty Five Thousand Five Hundred Fifteen and 00/100

\$ **185,515.00**

2. Work Scope N/A

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

\$ N/A

\$ **0.00**

3. Work Scope _____

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

\$ N/A

\$ **0.00**

4. Work Scope _____

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

\$ N/A

\$ **0.00**

5. Work Scope _____

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

\$ N/A

\$ 0.00

6. COMBINED WORK SCOPE BID

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

N/A

for the Combined Base Bid Sum of:

N/A

\$ 0.00

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

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

\$ 0.00

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

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

\$ 0.00

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

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

\$ 0.00

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

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

\$ 0.00

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

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

\$ 0.00

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

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

\$ 0.00

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

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

\$ 0.00

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

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

\$ 0.00

ALLOWANCES

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

ADDENDA

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

Addenda No. 1 Dated 7/25/2025 Addenda No. 2 Dated 7/29/2025

Addenda No. 3 Dated 7/31/2025 Addenda No. 4 Dated 8/4/2025

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: 3805 Prosperity Rd.

City: Duluth State: MN Zip: 55811

Phone Number: (218) 727-6682 Fax Number: (218) 727-4435

Name (typed or printed): Joel Swanson

Signature: 

Title: Vice President

Date: 8/06/2025

END OF SECTION 00 4113

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Swanson & Youngdale Inc.
6565 West 23rd Street
Minneapolis, MN 55426

SURETY:

(Name, legal status and principal place of business)

Great American Insurance Company
301 East Fourth Street
Cincinnati, OH 45202

Mailing Address for Notices

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

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

OWNER:

(Name, legal status and address)

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

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

PROJECT:

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

Duluth Public Schools, ISD #709 - Education Center
424 West First Street, Duluth, MN 55802

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 25th day of July, 2025


(Witness)


(Witness)

Swanson & Youngdale Inc.

(Principal)

(Seal)

By:

(Title)

Great American Insurance Company

(Surety)

(Seal)

By:

(Title) Kelly Nicole Engle, Attorney-in-Fact



Corporate Acknowledgment

STATE OF Minnesota)

COUNTY OF Hennepin) ss

On this 25th day of July, 2025, before me personally appeared
Joel Swanson To me known, who being by me

duly sworn, did say that he is the Vice President of the
Swanson & Youngdale, Inc.

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



(Notary Seal)


Notary Public Signature

Acknowledgment of Corporate Surety

STATE OF Minnesota)

COUNTY OF Hennepin) ss

On this 25th day of July, 2025, before me appeared
Kelly Nicole Enghauser, to be known,

who being by me duly sworn did say that (s)he is the aforesaid Attorney-in-Fact of the
Great American 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 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.



(Notary Seal)


Notary Public Signature

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than **SEVEN**

No. 0 21682

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
MICHELLE HALTER NICOLE LANGER KELLY NICOLE ENGBAUSER HALEY PFLUG	JESSICA HECKER HEATHER R. GOEDTEL BLOOMINGTON, MINNESOTA	ALL \$100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 01 day of FEBRUARY, 2023



Stephen C. Beraha
Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

Mark Vicario
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 01 day of FEBRUARY, 2023, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 25th day of July, 2025



Stephen C. Beraha
Assistant Secretary



August 6, 2025

Jason Filipek
ICS
525 S. Lake Avenue, Suite 222
Duluth, MN 55802

Re: **Duluth Public Schools - ISD 709 DNT Building Renovations - Clarification Letter**
Duluth, MN

Dear Jason:

We propose to furnish labor, material, and equipment to complete Work Scope 6, at the above referenced per Miller Architects plans dated 5/9/2025 & noted addendum 1-4 for the sum of **\$185,515.00**.

Work to include:

- Painting new & existing gypsum, plaster, CMU walls with 1 coat prime & 2 coats Sherwin Williams Promar 200 eggshell or epoxy as indicated
- Painting new & existing ceilings with 1 coat prime & 2 coats Sherwin Williams Promar 200 eggshell
- Prepping & painting concrete floors where indicated on A-502 with Sherwin Williams ArmorSeal 1000 HS
- Painting hollow metal doors & frames, stairs, handrail & guardrail with 1 coat prime as needed & 2 coats Sherwin Williams Pro Industrial waterbased alkyd urethane semi-gloss

Notes:

- Does not include taping, wall prep or skimming – to be completed by Work Scope 5
- Does not include caulking
- Does not include furnishing or installing wallcoverings
- Does not include any exterior work - unless listed above
- Does not include filling nail holes
- Does not include furnishing or installing FRP
- Does not include painting any existing walls or ceilings not called out as painted on A-502
- Does not include any floor finishes - unless noted above
- Not to include Lead paint and/or any other known or unknown environmentally hazardous substances.

Alternate No.1A: Water Service	N/A
Alternate No.1B: Water Service	N/A
Alternate No.1C: Water Service	N/A
Alternate No.1D: Water Service	N/A
Alternate No.2: Infill	N/A
Alternate No.3: Raceway	N/A
Alternate No.4: ATS	N/A
Alternate No.5: DDC	N/A

Option / add: Brush & roll finish coat after all other finishes are installed	\$33,976.00
• Referenced in schedule but not in spec	

If you have any questions regarding this matter, please feel free to contact me.

Sincerely,
SWANSON & YOUNGDALE, INC.

Robert Parks

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM: Northland Flooring and Design, LLC
21844 US Highway 169
Grand Rapids, MN 55744

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** #8 - Tiling

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

\$ two hundred eighty thousand and 00/100 dollars \$ 280,000.00

2. **Work Scope** _____

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

\$ _____ \$

3. **Work Scope** _____

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

\$ _____ \$

4. **Work Scope** _____

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

\$ _____ \$

5. Work Scope _____

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

\$ _____ \$

6. COMBINED WORK SCOPE BID

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

for the Combined Base Bid Sum of:

_____ \$

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, \$ _____ \$

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, \$ _____ \$

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, \$ _____ \$

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, \$ _____ \$

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, \$ _____ \$

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, \$ _____ \$

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, \$ _____ \$

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, \$ _____ \$

ALLOWANCES

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

ADDENDA

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

Addenda No. 1 Dated 7/25/25 Addenda No. 2 Dated 7/29/25

Addenda No. 3 Dated 7/31/25 Addenda No. 4 Dated 8/4/25

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: 21844 US Highway 169

City: Grand Rapids State: MN Zip: 55744

Phone Number: (218) 999-7666 Fax Number: (218) 999-7667

Name (typed or printed): Terry Steel

Signature: 

Title: President

Date: 8/6/2025

END OF SECTION 00 4113



Document A310™ – 2010

Bond No. FB0004752

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Northland Flooring & Design, LLC
21844 US Highway 169

Grand Rapids, MN 55744

SURETY:

(Name, legal status and principal place of business)
GRANITE RE, INC.
14001 Quailbrook Drive

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

OWNER:

(Name, legal status and address)
ISD#709-Duluth Public Schools

Oklahoma City, OK 73134

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: Bid #1340, Duluth Public Schools, ISD #709 - Education Center (Work Scope #8 Tiling)

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

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

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

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

Signed and sealed this 30th day of July, 2025

(Witness)

(Witness)

Northland Flooring & Design, LLC
(Principal)
(Title) President
GRANITE RE, INC.
(Surety)
(Title) Attorney-in-Fact Troy Staples

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

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
County of _____)

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

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
County of _____)

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

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of _____)
County of _____)

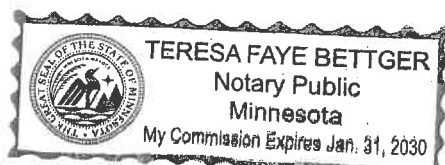
On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known, who, being duly sworn, deposes and says that he/she is the _____ of the _____ the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the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

Notary Public

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Dakota)

On this 30th day of July, in the year 2025, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of GRANITE RE, INC. with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of GRANITE RE, INC. company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.




Notary Public

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

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

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

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

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

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)




Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

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

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




Notary Public

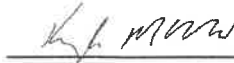
GRANITE RE, INC.
Certificate

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
30th day of July, 2025.




Kyle P. McDonald, Assistant Secretary

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM: Grazzini Brothers & Company

1175 Eagan Industrial Road, Eagan, MN 55121

Steven Olson solson@grazzini.com

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 8 - Tile

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

\$ THREE HUNDRED THIRTY SEVEN THOUSAND THREE HUNDRED DOLLARS

\$337,300.00

2. Work Scope _____

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

\$ _____

\$ _____

3. Work Scope _____

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

\$ _____

\$ _____

4. Work Scope _____

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

\$ _____

\$ _____

5. Work Scope _____

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

\$ _____ \$

6. COMBINED WORK SCOPE BID

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

for the Combined Base Bid Sum of:

_____ \$

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

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

ALLOWANCES

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

ADDENDA

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

Addenda No. 1 Dated 7/25/2025 Addenda No. 2 Dated 7/29/25
Addenda No. 3 Dated 7/31/25 Addenda No. 4 Dated 8/4/25

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: 1175 Eagan Industrial Road

City: Eagan State: MN Zip: 55121

Phone Number: 651-994-4138 Fax Number: 651-452-2701

Name (typed or printed): Steven Olson

Signature: Steven Olson Digitally signed by Steven Olson
Date: 2025.08.05 10:46:57 -05'00'

Title: Senior Project Manager

Date: 8/5/2025

END OF SECTION 00 4113



AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

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

1175 Eagan Industrial Road
Eagan, MN 55121

OWNER:

(Name, legal status and address)
Duluth Public Schools, ISD #709
709 Portia Johnson Drive
Duluth, MN 55811

BOND AMOUNT: Five Percent of the Total 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)

Work Scope #8 Tiling In connection with Duluth News Tribune (DNT) Building Renovation; Duluth, MN

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

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

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

Signed and sealed this 28th day of July, 2025


(Witness)

(Witness) Joseph Cardinal

Grazzini Brothers & Company
(Principal)

(Title) Gregory P. Grazzini, President/CEO

Western Surety Company

(Surety)

(Title) Joshua R. Loftis, 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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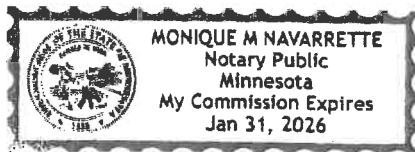
ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF Minnesota)

COUNTY OF Dakota)

On this _____ day of _____, in the year _____, before me personally appeared Gregory P. Grazzini,
President/CEO of
Grazzini Brothers & Company, known to me to be
the person whose name is subscribed to the instrument, and acknowledge that he/she executed the same.

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



Monique M. Navarrette, Notary Public
My Commission Expires: _____

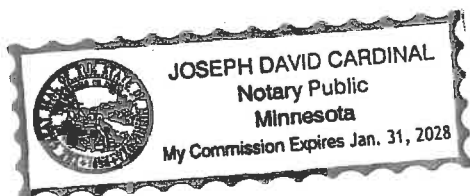
ACKNOWLEDGEMENT OF SURETY

STATE OF Minnesota)

COUNTY OF Hennepin)

On this 28th day of July, in the year 2025, before me personally come(s)
Joshua R. Loftis, Attorney-in-Fact of
Western Surety Company, with whom
I am personally acquainted, and who, being by me duly sworn, says that he/she is the Attorney-in-Fact of
Western Surety Company, the company described in and
which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal
affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of
said Company, and that he/she signed said instrument as Attorney-in-Fact of the said Company by like order.

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



Joseph David Cardinal, Notary Public
My Commission Expires: 01/31/2028

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

R. W. Frank, Nicole Stillings, Rachel Thomas, Joshua R. Loftis, Melinda C. Blodgett, Brian J. Oestreich, Ted Jorgensen, Sandra M. Engstrum, R. C. Bowman, Lin Ulven, Emily White, Nathan Weaver, Colby D White, Michelle Morrison, 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 Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 30th day of January, 2024.



WESTERN SURETY COMPANY

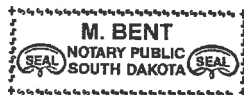
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 30th day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 28th day of July, 2025.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

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

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

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

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

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM:

Johnson Carpet One

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 08 Tiling

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

\$ Four hundred ninety one thousand \$ 491,000

2. Work Scope NA

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

\$ _____ \$ _____

3. Work Scope NA

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

\$ _____ \$ _____

4. Work Scope NA

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

\$ _____ \$ _____

5. Work Scope _____

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

\$ _____

\$

6. COMBINED WORK SCOPE BID

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

for the Combined Base Bid Sum of:

\$

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

\$

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

\$

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

\$

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

\$

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

\$

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

\$

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

\$

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

\$

NA

ALLOWANCES

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

ADDENDA

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

Addenda No. 1 Dated _____ Addenda No. 3 Dated _____

Addenda No. 2 Dated _____ Addenda No. _____ Dated _____

3

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: 5611 Grand Ave

City: Duluth State: Mn Zip: 55807

Phone Number: 218-628-2244 Fax Number: 218-628-2132

Name (typed or printed): Dave Faldut

Signature: [Signature]

Title: V. president

Date: 8/6/2025

END OF SECTION 00 4113



**UNITED FIRE & CASUALTY COMPANY 118 Second Avenue SE, PO Box 73909
Cedar Rapids, Iowa 52407-3909 319-399-5700**

Bid Bond

CONTRACTOR: (Name, legal status and address)

JOHNSON'S CARPET TILE AND LINOLEUM CO.

5611 GRAND AVE, DULUTH, MN 558072539

OWNER: (Name, legal status and address)

ISD 709 - DULUTH PUBLIC SCHOOLS

719 PORTIA DR, DULUTH, MN 55802

BOND AMOUNT:

Five and 00/100 Percent of the Bid Amount

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

DULUTH PUBLIC SCHOOLS ISD 709 EDUCATION CENTER

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 5th day of August 2025

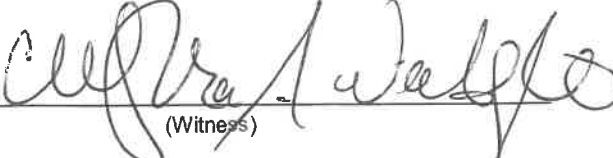
SURETY: (Name, legal status and principal place of business)

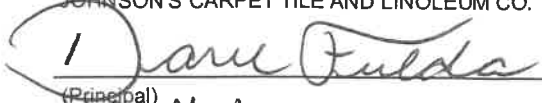
**United Fire & Casualty Company
118 Second Avenue SE
P.O. Box 73909
Cedar Rapids, Iowa 52407**

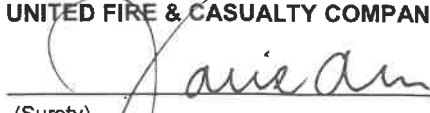
This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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


(Witness)


(Witness)

JOHNSON'S CARPET TILE AND LINOLEUM CO.

(Principal) (Seal)
President
(Title)

UNITED FIRE & CASUALTY COMPANY

(Surety) (Seal)
Attorney in Fact
(Title)

CONT0456

The language in this document conforms exactly to the language used in AIA Document A310 2010 edition.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Bond No.: 00017819

Obligee:

ISD 709 - DULUTH PUBLIC SCHOOLS 719
 PORTIA DR DULUTH, MN 55802

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

CYNTHIA SUND, TIMOTHY J. ROTHE, CHAD P. MATUSHAK, STEVEN KIMMES, PAMELA J. CARLSON, JOANN J. LIETHA, CHRISTINA WALETZKO, CHARLIE G. JOHNSON, JAGIE OLSON, 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 \$20,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed. The Authority hereby granted shall expire December 4th, 2025 unless sooner revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

"Article VI – Surety Bonds and Undertakings"

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

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 5th day of August, 2025



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

By: *Kyanna M. Saylor*

Vice President

State of Iowa, County of Linn, ss:

On this 5th day of August, 2025, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones

Notary Public
 My commission expires: 04/23/2027

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations. this 5th day of August, 2025.



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 _____ day of _____, 20_____, before me, a Notary Public within
and for said county, personally appeared, _____

to me known to be the person(s) described in and who executed the foregoing instrument, as Principal(s), and
acknowledged to me that he executed the same as h free act and deed.

(Notarial Seal)

Notary Public, _____
County, _____
My commission expires _____

CORPORATE ACKNOWLEDGMENT

STATE OF Minnesota)
ss.
COUNTY OF St Louis)

On the 6 day of August, 2025, before me personally appeared
Dave Fulda

to me known, who being by me duly sworn, did depose and say: that he resides in Duluth, MN
that he is the Vice President of the Johnson
Carpet One

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

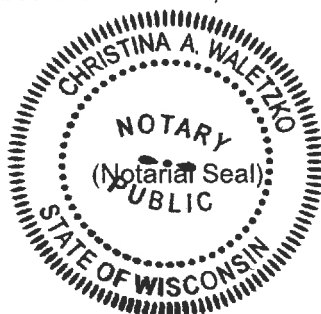


Sherry Lee Holtketter
Notary Public, ST. Louis
County Minnesota
My commission expires Jan 31, 2030

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF Wisconsin)
ss.
COUNTY OF Douglas)

On this 5 day of August, 2025, before me appeared Jacie Olson
to me personally known, who being by me duly sworn, did say that he is the aforesaid officer or attorney in fact of the
UNITED FIRE & CASUALTY COMPANY a corporation; that the seal affixed to the foregoing instrument is the corporate
seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid
officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and
deed of said corporation.



Christina A. Waletzko
Notary Public, Douglas
County, Wisconsin
My Commission expires 7/21/2027

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM: Twin City Acoustics, Inc.

9449 Science Center Drive, Suite 100

New Hope, MN. 55428

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 09 Acoustical Ceilings

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

\$ One hundred twenty eight thousand four hundred dollars

\$ 128,400.00

2. **Work Scope** Na

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

\$ 0

\$0

3. **Work Scope** NA

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

\$ 0

\$0

4. **Work Scope** NA

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

\$ 0

\$0

5. Work Scope NA

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

\$ 0

\$0

6. COMBINED WORK SCOPE BID

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

NA

for the Combined Base Bid Sum of:

0

\$0

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ 0

\$0

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ 0

\$0

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ 0

\$0

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ 0

\$0

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ 0

\$0

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ 0

\$0

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ 0

\$0

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ 0

\$0

ALLOWANCES

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

ADDENDA

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

Addenda No. 1 Dated 7-28 Addenda No. 2 Dated 7-30

Addenda No. 3 Dated 8-1 Addenda No. 4 Dated 8-5

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: 9449 Science Center Drive, Suite 100

City: New Hope State: Mn Zip: 55803

Phone Number: 218-343-4113 Fax Number: 218-729-0827

Name (typed or printed): Bret Ehnes

Signature: *Bret Ehnes*

Title: Project Manager

Date: 8-6-2025

END OF SECTION 00 4113

CNA SURETY

Bid Bond

Bond No. Bid Bond

CONTRACTOR:

(Name, legal status and address)

Twin City Acoustics, Inc.
9449 Science Center Drive
New Hope, MN 55428

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.

OWNER:

(Name, legal status and address)

ISD 709 - Duluth Public Schools
719 Portia Johnson Dr
Duluth, Minnesota 55802

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

PROJECT:

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

DULUTH PUBLIC SCHOOLS ISD 709 EDUCATION CENTER
Work Scope 09-C - Ceiling and Acoustical Treatment
Duluth, MN

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

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

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

Signed and sealed this 31st day of July, 2025.


(Witness)

Twin City Acoustics, Inc.

(Principal)

(Seal)

(Title) Dave Brinker, President

Western Surety Company

(Surety)

(Seal)

(Title) Anthony Gross, Attorney-In-Fact


(Witness)

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.

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, Zared Lefor, Phoebe L Kuntz, Michael J Boub, Tiffany Meduna, Gail T Hayes, Kristina Holtgard, Senada Ranglall, Susan B Fischer-LeBeau, Ashley Farthing, Kathy Kramer, Charles P Klabo, Jordan Kvale, Seth Farkas, Anthony Gross, Amy Glanzer, 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 Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 22nd day of May, 2024.



WESTERN SURETY COMPANY

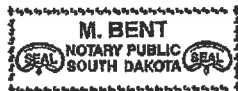
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 22nd day of May, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

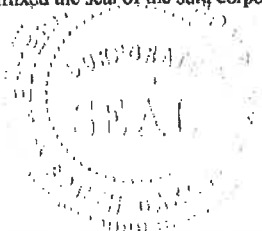
March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 31st day of July, 2025.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

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

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

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

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

ACKNOWLEDGMENT OF PRINCIPAL

State of Minnesota

County of Hennepin

On this 31st day of July, 2025 before me a Notary Public in and for the State of Minnesota personally appeared Dave Brinker know to me to be the President 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.



(SEAL)

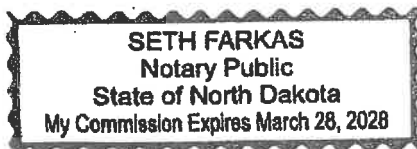

NOTARY PUBLIC

ACKNOWLEDGEMENT OF SURETY

State of North Dakota

County of Cass

On this 31st day of July, 2025 before me a Notary Public in and for the State of North Dakota, personally appeared Anthony Gross 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.



(SEAL)


NOTARY PUBLIC

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM: _____

Sorlie Acoustics Inc.

4729 Martin Rd. Duluth, MN 55803

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** #9 - Acoustical Ceilings

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

\$ One Hundred Ninety Thousand Six Hundred Eighty Five

\$ 190,685.00

2. **Work Scope** N/A

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

\$ _____

\$ 0.00

3. **Work Scope** N/A

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

\$ _____

\$ 0.00

4. **Work Scope** N/A

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

\$ _____

\$ 0.00

5. **Work Scope** N/A

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

\$ _____ \$ 0.00

6. **COMBINED WORK SCOPE BID**

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

N/A

for the Combined Base Bid Sum of:

_____ \$ 0.00

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/A \$ 0.00

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/A \$ 0.00

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/A \$ 0.00

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/A \$ 0.00

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/A \$ 0.00

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/A \$ 0.00

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/A \$ 0.00

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/A \$ 0.00

ALLOWANCES

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

ADDENDA

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

Addenda No. 1 Dated 7/25/2025 Addenda No. 3 Dated 7/31/2025

Addenda No. 2 Dated 7/29/2025 Addenda No. 4 Dated 8/4/2025

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: 4729 Martin Rd.

City: Duluth State: MN Zip: 55803

Phone Number: 218-733-7055 Fax Number: _____

Name (typed or printed): Matt Olin

Signature: 

Title: President

Date: 8/5/2025

END OF SECTION 00 4113



Document A310™ – 2010

Bond No. RB0098456

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Sorlie Acoustics, Inc.

4729 Martin Road

Duluth, MN 55803

OWNER:

(Name, legal status and address)

ISD#709-Duluth Public Schools

SURETY:

(Name, legal status and principal place of business)

Granite Re, Inc.

14001 Quailbrook Drive

Oklahoma City, OK 73134

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

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

Bond Amount: Five Percent

of the Bid Amount (5% of Bid Amount)

PROJECT: Project No. 33231, Duluth Public Schools ISD 709 Education Center

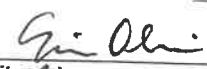
(Name, location or address, and Project number, if any)

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.

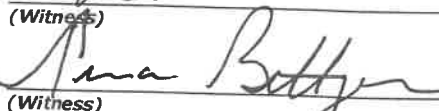
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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 25th day of July, 2025


(Witness)

Sorlie Acoustics, Inc.
(Principal)  (Seal)


(Witness)

(Title)
Granite Re, Inc.
(Surety)  (Seal)

(Title) Attorney-in-Fact Troy Staples

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

Init

AIA Document A310™— 2010. Copyright ©1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)

County of _____)

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

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)

County of _____)

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

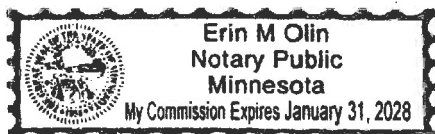
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of MN)

County of St. Louis)

On this 5th day of August in the year 2025 before me personally come(s) Matt Olin to me known, who, being duly sworn, deposes and says that he/she is the President of the Sorlie Acoustics 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.



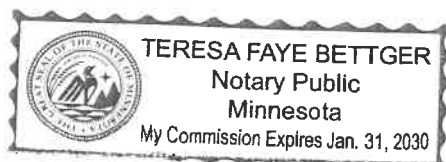
Erin M Olin
Notary Public 1-31-28

ACKNOWLEDGMENT OF SURETY

State of Minnesota)

County of Dakota)

On this 25th day of July, in the year 2025, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of Granite Re, Inc., with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Granite Re, Inc. company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in of the said company by like order.



Teresa Bettger
Notary Public

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

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

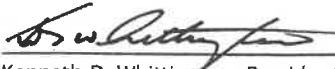
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this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

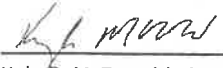
TOM LAHL; TOM KEMP; LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN; NICK DENN may lawfully do in the premises by virtue of these presents.

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

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

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

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





Bethany J. Alred
Notary Public

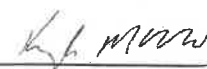
GRANITE RE, INC.
Certificate

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
25th day of July, 2025.





Kyle P. McDonald

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

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


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

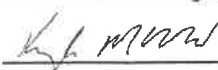
TOM LAHL; TOM KEMP; LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN; NICK DENN may lawfully do in the premises by virtue of these presents.

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

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)






Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

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

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





Bethany J. Alred
Notary Public

GRANITE RE, INC.
Certificate

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
25th day of July, 2025.





Kyle P. McDonald, Assistant Secretary

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM:

Schaefer Acoustics, Inc.
3947 E. Calvary Rd.
Duluth, mn 55803

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope

9 - Acoustical Ceilings

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

\$ Two Hundred, Thirty-Two Thousand, Six Hundred, Eighty + 00/100

\$ 232,680.⁰⁰

2. Work Scope

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

\$ _____

\$

3. Work Scope

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

\$ _____

\$

4. Work Scope

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

\$ _____

\$

5. Work Scope _____

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

\$ _____ \$

6. COMBINED WORK SCOPE BID

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

N/A

for the Combined Base Bid Sum of:

_____ \$ 0

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

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

ALLOWANCES

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

ADDENDA

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

Addenda No. 1 Dated 7/28/25 Addenda No. 3 Dated 7/31/25
Addenda No. 2 Dated 7/29/25 Addenda No. 4 Dated 8/4/25

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: 3947 E. Calvary Rd.
City: Duluth State: mn Zip: 55803
Phone Number: 218-722-6513 Fax Number: 218-722-1556
Name (typed or printed): Wendy Schaefer
Signature: Wendy Schaefer
Title: President
Date: ~~7/31/25~~
8/6/25

END OF SECTION 00 4113

SCHAEFER ACOUSTICS, INC.

3947 E. Calvary Road, Duluth, MN 55803

(218) 722-6513 Office (218) 722-1556 Fax

Specializing in:

Acoustical Ceilings, Linear Ceilings & Wall Panels

BID SHEET

August 6, 2025

PROJECT: DULUTH PUBLIC SCHOOLS DNT BUILDING RENOVATION

WORK SCOPE 9 – ACOUSTICAL CEILINGS

SECTION: 9510 – ACOUSTICAL CEILINGS

BASE BID: \$232,680.00

This bid includes labor, material and tax.

- **Dumpster provided by Controlling Contractor, Construction Manager or Owner.**
- **Toilet Facilities provided by controlling contractor or owner***
- **Unless notified of award, material quote will expire 60 days from today.**
- **Material pricing good through September 30th 2026 with materials on site.**
- **Schaefer Acoustics is Women Owned Certified with the State of Minnesota.****
- **Schaefer Acoustics is TGB Certified with the State of Minnesota.****
- **Supplier is WBE Certified.**
- **Coordination Drawings are not included. Submittals & Samples are included.**
- **Price escalation may be required due to possible tariffs.*****
- **Bid as per the reflected Ceiling Plan. The Room Finish Schedule and the Reflected Ceiling Plan do not match.**

ALTERNATES: NONE

ADDENDUM'S: #1, #2, #3 & #4

Respectfully Submitted
Wendy Schaefer
Schaefer Acoustics, Inc.



Document A310™ – 2010

Bond No. FB0004747

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Schaefer Acoustics, Inc.

3947 East Calvary Road

Suite 205

Duluth, MN 55803

SURETY:

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

GRANITE RE, INC.

14001 Quailbrook Drive

OWNER:

(Name, legal status and address)

Oklahoma City, OK 73134

ISD#709-Duluth Public Schools

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: Duluth Public Schools ISD 709 Education Center

(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 29th day of July, 2025

Schaefer Acoustics, Inc.

(Principal)

(Title)

GRANITE RE, INC.

(Surety)

(Title) Attorney-in-Fact

Troy Staples

(Witness)

(Witness)

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 PRINCIPAL (Individual)

State of _____)
County of _____)

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

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
County of _____)

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

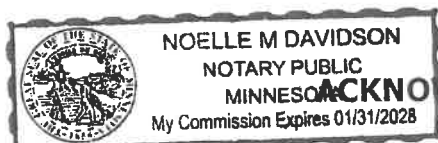
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of Minnesota)
County of St. Louis)

On this 6th day of August, in the year 2025, before me personally come(s) Wendy Schaefer, to me known, who, being duly sworn, deposes and says that he/she is the President of the Schaefer Acoustics, Inc. the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

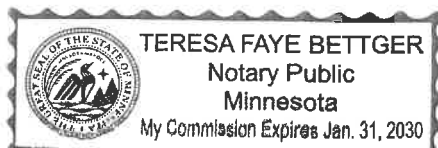
Noelle David
Notary Public



ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Dakota)

On this 29th day of July, in the year 2025, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of Granite Re, Inc. with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Granite Re, Inc. company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.



Teresa Bettger
Notary Public

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

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

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

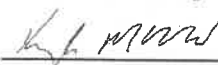
TOM LAHL; TOM KEMP; LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN; NICK DENN may lawfully do in the premises by virtue of these presents.

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

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)




Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

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

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




Notary Public

GRANITE RE, INC.
Certificate

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
29th day of July, 2025.




Kyle P. McDonald, Assistant Secretary

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM:


Acoustics Associates
10750 Xylon Ave N Suite 140
Brooklyn Park, MN 55445

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 09 Acoustical Ceilings

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

\$ Two hundred thirty eight and six hundred \$ 238,690⁰⁰ ninety dollars and ¹⁰/₁₀₀ 

2. Work Scope _____

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

\$ _____ \$ NA

3. Work Scope _____

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

\$ _____ \$ NA

4. Work Scope _____

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

\$ _____ \$ NA

ALLOWANCES

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

ADDENDA

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

Addenda No. 1 Dated 7/25/25 Addenda No. 3 Dated 7/31/25
Addenda No. 2 Dated 7/29/25 Addenda No. 4 Dated 8/4/25

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: 10758 Xylon Ave N Suite 140

City: Brooklyn Park State: MN Zip: 55445

Phone Number: 763-458-3137 Fax Number: —

Name (typed or printed): Ryan Grefsheim - Acoustics Associates

Signature: Ryan Grefsheim

Title: Executive Vice President

Date: 8/5/25

END OF SECTION 00 4113

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

BID BOND

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

BondNo.B 1338123

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.

CONTRACTOR:

(Name, legal status and address)

Acoustics Associates, Inc.
10750 Xylon Avenue N. STE 140
Brooklyn Park, MN 55445

SURETY:

(Name, legal status and principal place of business)

Selective Insurance Company of America
40 Wantage Avenue
Branchville, NJ 07890

OWNER:

(Name, legal status and address)

Duluth Public Schools ISD #709
4316 Rice Lake Rd.
Duluth, MN 55811

BOND AMOUNT: 5 % Percent of the Total Bid Amount

PROJECT:

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

Duluth Public Schools ISD 709 Education Center Work Scope 09- Acoustical Ceilings

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

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

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

Signed and sealed this 4th day of August, 2025

Acoustics Associates, Inc.

(Contractor as Principal)

(Seal)

(Witness)

(Title)

Selective Insurance Company of America

(Surety)

(Seal)

(Witness)

(Title)

Julian Thelen, Attorney-in-Fact

(5/20)

A310-2010

1

SELECTIVE INSURANCE®

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

Bond No. B 1338123

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: **Julian Thelen**

, 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, including but not limited to Proposal Bonds, Letters of Surety, and Consents of Surety, 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: **Thirty Million Dollars (\$30,000,000.00)**. This certifies that this Power of Attorney is in full force and effect as of the date of said fidelity and surety bonds or undertakings and other documents of a similar character, including but not limited to Proposal Bonds, Letters of Surety, and Consents of Surety.

Signed this 4th day of August, 2025

SELECTIVE INSURANCE COMPANY OF AMERICA

By:

Brian C. Sarisky

Its SVP, Chief Underwriting Officer, Commercial Lines



STATE OF NEW JERSEY :

:ss. Branchville

COUNTY OF SUSSEX :

On this 4th day of August, 2025 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President and that the same was his free act and deed and the free act and deed of SICA.

CHRISTINE MARIE LAWSON
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 15, 2029
COMMISSION: #2312639

Christine Marie Lawson
Notary Public



The 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 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 are still in force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 4th day of August, 2025.

Michael H. Lanza, SICA Corporate Secretary



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.

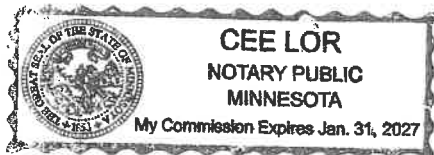
B91 (5-25)

ACKNOWLEDGMENT BY SURETY

STATE OF Minnesota }
County of Hennepin } ss.

On this 4th day of August, 2025, before me personally
appeared Julian Thelen, known to, me to be the Attorney-in-Fact of
Selective Insurance Company of America, the corporation
that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and
year in this certificate first above written.




Notary Public in the State of Minnesota
County of Hennepin

SELECTIVE INSURANCE®

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

BondNumberB 1338123

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

Selective Insurance Company of America, surety on the attached bond, hereby certifies the following:

- (1) The surety meets the applicable capital and surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the surety's most current annual filing with the New Jersey Department of Banking and Insurance.
- (2) The capital and surplus, as determined in accordance with the applicable laws of the State of New Jersey, of the surety issuing the attached bond are in the following amounts as of the calendar year ended December 31, 2023, which amounts have been certified by certified public accountants:

<u>Company</u>	<u>Capital</u>	<u>Surplus</u>	<u>CPA</u>
Selective Insurance Company of America	\$4,400,000	\$938,765,178	KPMG LLP 345 Park Avenue New York, NY 10154

- (3) With respect to the surety issuing the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. sec 9305, the underwriting limitation established therein and the date as of which the limitation was effective is as follows:

<u>Company</u>	<u>Underwriting Limitation</u>	<u>Effective Date</u>
Selective Insurance Company of America	\$93,877,000	July 1, 2024

- (4) The amount of the bond to which this statement and certification is attached is
\$ 30,000,000.00

CERTIFICATE

(To be completed by an authorized certifying agent/officer for each surety on the bond)

I, Timothy A. Marchio, as Vice President, Bond SBU for Selective Insurance Company of America, a corporation domiciled in New Jersey, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOIDABLE.



(Signature of certifying agent/officer)

Timothy A. Marchio
(Printed name of certifying agent/officer)

Vice President, Bond SBU
(Title of certifying agent/officer)

Dated: 08/04/2025
(month, day, year)

S E L E C T I V E

BE UNIQUELY INSUREDSM

**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: CSVRIORITY@selective.com

Telefax: (877) 352-6541

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

SELECTIVE INSURANCE®

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

Bond No. B 1338123

STATEMENT OF FINANCIAL CONDITION

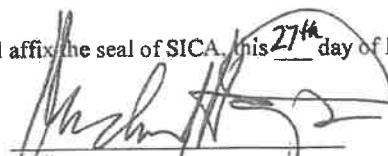
I hereby certify that the following information is contained in the Annual Statement of Selective Insurance Company of America ("SICA") to the New Jersey Department of Banking and Insurance as of December 31, 2024:

<u>ADMITTED ASSETS (in thousands)</u>		<u>LIABILITIES AND SURPLUS (in thousands)</u>	
Bonds	\$2,415,998	Reserve for losses and loss expenses	\$1,772,537
Preferred stocks at convention value	16,462	Reserve for unearned premiums	761,885
Common stocks at convention values	87,571	Provision for unauthorized reinsurance	1,111
Subsidiary common stock at convention values	0	Commissions payable and contingent commissions	51,956
Short-term investments	226,444	Other accrued expenses	30,452
Mortgage loans on real estate (including collateral loans)	131,381	Other liabilities	<u>595,888</u>
Other invested assets	237,682	Total liabilities	3,213,829
Interest and dividends due or accrued	24,364		
Premiums receivable	724,457	Surplus as regards policyholders	<u>997,473</u>
Other admitted assets	<u>346,943</u>	Total liabilities and surplus as regards policyholders	4,211,302
Total admitted assets	4,211,302		

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 27th day of February, 2025.

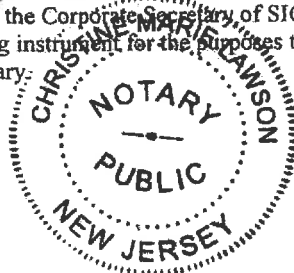

Michael H. Lanza
SICA Corporate Secretary


STATE OF NEW JERSEY :

ss. Branchville

COUNTY OF SUSSEX :

On this 27th day of FEBRUARY, 2025, 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.




Notary Public
My Commission Expires:

CHRISTINE MARIE LAWSON
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 15, 2029
COMMISSION: #2312839

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM: LARSON ELEVATOR COMPANY

19932 CARDINAL DRIVE

GRAND RAPIDS, MN 55744

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 10 - CONVEYING SYSTEMS

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

\$ Two hundred nineteen and no/100 dollars

\$219,000.00

2. Work Scope _____

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

\$ _____

\$

3. Work Scope _____

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

\$ _____

\$

4. Work Scope _____

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

\$ _____

\$

5. Work Scope _____

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

\$ _____ \$

6. COMBINED WORK SCOPE BID

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

for the Combined Base Bid Sum of:

_____ \$

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

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

ALLOWANCES

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

ADDENDA

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

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

RESPONSIBLE CONTRACTOR

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

BID ACCEPTANCE

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

Street Address: 19932 Cardinal Drive

City: Grand Rapids State: MN Zip: 55744

Phone Number: 218-256-9030 Fax Number: _____

Name (typed or printed): Anthony Larson

Signature:  *

Title: President

Date: 7/22/2025

END OF SECTION 00 4113

* Bid is conditioned on acceptance of the attached clarifications.

Clarifications

ISD 709 – DNT Building

14 2010 Passenger Elevators

This bid is conditioned on acceptance of the following clarifications.

Section 01 2900

Payment: A 40% down payment is required. Progress payments thereafter.

Section 01 1300

Work Scope 10

1.02(H)(4): Repairs to the hoistway, if required, are not included.

1.02(H)(6): Slab edge protection, if required, is not included.

1.02(H)(7): Interconnections and hookups shall be done at the elevator controller.

1.02(I)(1): Repairs to the hoistway, if required, are not included.

1.03(E): Note the following:

- Removal of existing elevator components from the hoistway is included.
- The equipment in the existing elevator machine room will not be removed.
- The existing main guide rails shall be reused. We will add rail bracket extensions as needed to gain clearance for the new hydraulic jacks.
- Others provide necessary rough opening and patching for new entrance frames.
- Others provide a code compliant machine room adjacent to the elevator shaft at the lowest landing.
- Permanent power in machine room required prior to starting installation.

1.03(F): ICS to provide dumpster for disposal of old elevator equipment and all packaging for new elevator equipment.

1.03(L): ICS shall provide adequate material to anchor to. If this cannot be provided, we shall be allowed to through bolt through hoistway as necessary.

1.03(N): Grouting of thresholds is not included. The removal of existing steel thresholds, if required, is not included.

1.03(Q): We will agree to this if the current schedule is not shortened and any delays are directly caused by Larson Elevator and not the owner, architect, ICS, other trades, any of our suppliers. Or by reason of any cause beyond our control included, but not limited to, union labor, fire, explosion, theft, floods, water, weather, earthquake, vandalism, misuse, abuse, mischief, or pandemic.

Section 14 2010

2.04(B): Transfer switches, auxiliary contacts, and installation of feeders by others.

3.09(E): Two years of warranty and maintenance are included from date of substantial completion.

3.09(F): Examinations shall be made quarterly.

Insurance

The attached exhibit A indicates the insurance limits we will provide. Waiver of subrogation and additional insured will be included if requested. Professional liability insurance is not included.



EXHIBIT A

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/11/2025

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

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

PRODUCER Marsh & McLennan Agency LLC 332 West Superior Street, Suite 700 Duluth MN 55802		CONTACT NAME: PHONE (A/C, No, Ext): 218-722-7753 FAX (A/C, No): E-MAIL: ADDRESS:		
INSURED Larson Elevator Company PO Box 676 Grand Rapids MN 55744		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Acuity Insurance		14184
		INSURER B : Liberty Insurance Underwriters, Inc.		19917
		INSURER C : SFM		11347
		INSURER D :		19445
		INSURER E : Great American Insurance Company		16691
INSURER F :				

COVERAGES

CERTIFICATE NUMBER: 1677661101

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
E	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GLP132475808	6/15/2025	6/15/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ZR6770	6/15/2025	6/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EBU013506213	6/15/2025	6/15/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	136659205	6/15/2025	6/15/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D							Limit Retention

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

CERTIFICATE HOLDER

CANCELLATION

MN DEPT OF LABOR & INDUSTRY
443 Lafayette Rd N
Saint Paul MN 55155
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Larson Elevator Company

19932 Cardinal Drive

Grand Rapids, MN 55744

OWNER:

(Name, legal status and address)

Duluth Public Schools, ISD #709

709 Portia Johnson Drive

Duluth, 55802

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

PROJECT:

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

Duluth Public Schools ISD 709 Education Center

SURETY:

(Name, legal status and principal place of business)

Western National Mutual Insurance Company

4700 West 77th Street

Edina, MN 55435-3101

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 18th day of July, 2025

Larson Elevator Company

(Principal)

(Seal)

(Witness)

(Title) Anthony Larson, President

Western National Mutual Insurance Company

(Surety)

(Title) Lynn Dvergsten, Attorney-in-Fact

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

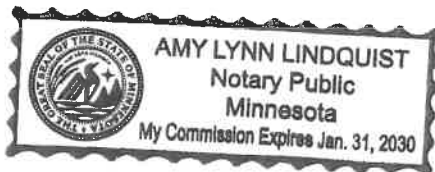
Init.

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STATE OF MINNESOTA

On this 18th day of July, 2025, before me appeared Lynn Dvergsten
to me personally known, who, being duly sworn, did say that he or she is the
Attorney-in-Fact of Western National Mutual Insurance Company, that the seal affixed
to the foregoing instrument was signed and sealed on behalf of said corporation by
authority of its Board of Directors and said acknowledged said instrument to be the
free act and deed of said corporation.



A handwritten signature in cursive script, appearing to read "Amy Lindquist", written over a horizontal line.

notary public

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Western National Mutual Insurance Company, a Minnesota mutual insurance company, does make, constitute, and appoint: John C. Klein; Stephen M. Klein; Mike Zahn; Christine M. Scott; Wendy M. Schmid; Emily Tschimperle; Tracy Chehoski; Kristin M. Bakos

Karla Deutsch-Hunt; Rita Carlson; Kerri Hatton-Rudnik; Lynn Dvergsten

(Marsh & McLennan Agency - #641)

Its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required) bond, 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, hazardous waste remediation bonds or black lung bonds)**, as follows:

All written instruments in an amount not to exceed an aggregate of Five Million Dollars (\$5,000,000) for any single obligation, regardless of the number of instruments issued for the obligation.

and to bind Western National Mutual Insurance 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 meeting held on September 28, 2010. 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 Western National Mutual Insurance Company on September 28, 2010:

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

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

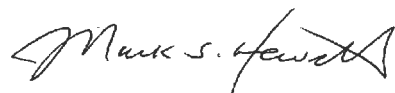
- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned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

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

IN WITNESS WHEREOF, Western National Mutual Insurance Company has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 16th day of December, 2020.



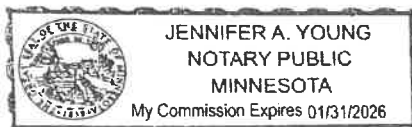
Jon R. Hebeisen, Secretary



Mark S. Hewitt, Vice President, Surety

STATE OF MINNESOTA, COUNTY OF HENNEPIN

On this 16th day of December, 2020, personally came before me, Jon R. Hebeisen and Mark S. Hewitt and to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally dispose 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.



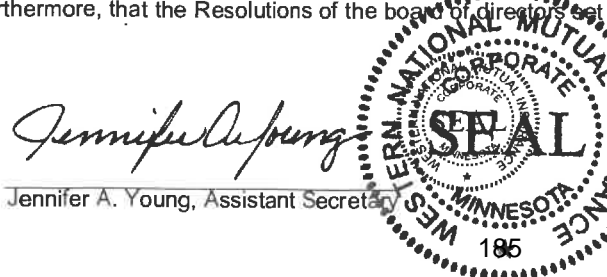
Jennifer A. Young, Notary Public
My commission expires January 31, 2026

CERTIFICATE

I, the undersigned, assistant secretary of the Western National Mutual Insurance Company, a Minnesota 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.

Signed and sealed at the City of Edina, MN this 18th day of July, 2025

Jennifer A. Young, Assistant Secretary



SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM: Minnesota Elevator Inc.

4504 Grand Ave, Suite 5

Duluth, MN 55807

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 10 Conveying Systems

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

\$ Two hundred sixty eight thousand five hundred dollars \$ 268,500.00

2. Work Scope N/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

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

\$ N/A \$ N/A

4. Work Scope N/A

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

\$ N/A \$ N/A

5. **Work Scope** N/A

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

\$ N/A

\$ N/A

6. **COMBINED WORK SCOPE BID**

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

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

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

\$ N/A

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

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

\$ N/A

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

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

\$ N/A

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

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

\$ N/A

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

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

\$ N/A

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

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

\$ N/A

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

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

\$ N/A

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

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

\$ N/A

ALLOWANCES

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

ADDENDA

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

Addenda No. 1 Dated 7/28/2025 Addenda No. 3 Dated 7/31/2025
Addenda No. 2 Dated 7/29/2025 Addenda No. 4 Dated 8/5/2025

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: 4504 Grand Ave, Suite 5

City: Duluth State: MN Zip: 55807

Phone Number: 218-343-2793 Fax Number: _____

Name (typed or printed): Matt LaFlamme

Signature: 

Title: Account Manager

Date: 8/5/2025

END OF SECTION 00 4113

Job Name: Duluth Public Schools - DNT Building
Job Location: Duluth, MN
Elevator Type: Hydraulic, Holeless, Twin Two Stage Jacks, Passenger
Package Type: Complete Package

Capacity:	3500 lbs.	Platform Width:	7'-6"	Landings:	4
Loading Class:	A	Platform Depth:	6'-9 3/4"	Front Openings:	4
Gross Weight:	9410 lbs.	Hoistway Width:	9'-4 1/2"	Rear Openings:	1
Travel:	39'-0"	Hoistway Depth:	7'-10 1/4"	Side Openings:	0
Speed Up:	100 FPM	Overhead Height:	22'-0"	Door Width:	4'-0"
Seismic Zone:	0	Pit Depth:	4'-5 1/2"	Door Height:	7'-0"
IBC Compliant:	2018	Cab Height:	8'-0"	Door Type:	Single Speed Center Opening
Machine Room:	NEMA 1	Inside Clear Width:	7'-2"	Voltage:	460 - 480
Hoistway:	NEMA 1	Inside Clear Depth:	5'-5 1/4"	Phase:	3
Code Year:	ASME A17.1-2016			Est. Full Load PSI:	274
Machine Room Remote Distance:		0ft		Max Speed Variation:	+/-10%

Quote is Based on Specs and Drawings provided by on 7/24/25

Please

See

Additional notes:

Notations 1-3

tions on the last pages of the quote

6

ITEMS MARKED WITH AN "X" ARE INCLUDED IN THIS QUOTE

X 1. HOISTWAY PACKAGE

- | | | | | |
|---|--|--|--|--|
| <input checked="" type="checkbox"/> Platform and Toe Guard | <input type="checkbox"/> Painted Steel | <input checked="" type="checkbox"/> Fasteners | <input type="checkbox"/> Standard/Zinc | <input checked="" type="checkbox"/> Fire Key Box |
| <input checked="" type="checkbox"/> Sling Assembly | <input type="checkbox"/> Painted Steel | <input checked="" type="checkbox"/> Rail Guides: Slide | | <input type="checkbox"/> Limit Switch Package |
| <input checked="" type="checkbox"/> Pit Assembly/Spring Buffers | <input type="checkbox"/> Painted Steel | <input checked="" type="checkbox"/> Car Top Station with Fire Service | | <input checked="" type="checkbox"/> Pit Switch |
| <input checked="" type="checkbox"/> Rail Brackets | <input type="checkbox"/> Painted Steel | <input checked="" type="checkbox"/> O+M Manuals: 1 Hardcopy, 1 Office CD | | |

Subfloor: Fire Resistant Plywood

Finished Flooring: Vinyl, Carpet, or Tile (1/4" Thick - 1.5 lbs/sqft), Supplied by Others

☐ Platform Isolation: None

☐ Finished Flooring is Removable from Inside the Cab

Other: _____

X 2. JACK

Jack Quantity: 2

Piston Outside Diameter: 4"

Cylinder Outside Diameter: 7.5"

PVC Outside Diameter (Includes Coupling): NA PVC SCH: _____

☐ Moisture Monitoring System

Maximum Jack Section Length: 22'-8", Based on a 1 Section Jack. See Notes Section.

☐ Cylinder Tape Wrap

Other: _____

X 3. POWER UNIT Includes: Pump, Motor, Valve, Tank and MEI Silencer Pro

Type - Submersible - Left Hand Outlet

☐ MEI Oil Cooler

☒ Hot Oil Switch

Tank Size: 51" W x 24 3/4" D x 47" H

☐ Tank Heater

☐ Low Oil Level Switch

Motor HP: 40 (qty 1)

Starts/Hour: 80

☐ Pre-Mounted Controller

☒ Low Oil Pressure Switch

FLA: 52

LRA: 292

☐ Protected Vent on Tank

☐ Oil Viscosity Temperature Switch

Starting Amps: 156

Motor Voltage: 460 - 480

☐ Load Weighing

☐ Disassembled Unit (Dry Unit Only)

Coil Voltage: 115 VAC

Motor Leads: 12

☐ Pressure Gauge

☐ Enclosure Panels for Dry Unit

Est. Full Load PSI: 274

Max BTU/Hr Output: 18481

☐ Oil Level Sight Gauge

☒ Isolation Under Power Unit Feet

Approximate Total Oil Required (Not Included): 170 Gallons

☐ For use w/Vegetable Oil

Minimum Machine Room Requirements Per Elevator: 55 Square Feet, 7'-3" x 7'-2", 3'-0" Minimum Door.

Other: _____

X 4. PIPING PACKAGE Includes Pipe, Fittings, Shutoffs and Stands.

☒ Grooved Piping

Shut Off Valves: 3

☐ Isolated Pipe Stands/Clamps

☐ Threaded Piping

Overspeed Valve: 0

☐ MEI Wagner Scavenger Pump

☐ Schedule 80 Piping

Isolation Couplings: 0

☐ Copper Return Line for Scavenger Pump

Mainline Strainer with Magnetic Plug: 0

X 5. CAB

Side Walls: Raised Panel - Laminate w/ Painted Steel Reveals

Rear Wall: NA

Wainscot/Skinned Shell: NA

Front & Returns: 14 GA #4 Stainless Steel 304

Cab Door: #4 Stainless Steel 304

Car Sill: Aluminum

Canopy: 14 GA Painted Steel

Ceiling: #4 Stainless Steel Frame with Multiwall Polycarbonate (White) Panels

Fan: 2 Speed

Lighting: LED on Canopy

Sound Deadening: Not Included

Handrails:

Number of Rows: 1 ☒ Left Side ☒ Right Side ☐ Rear Type: #4 Stainless, 2" x 1/2" Solid Material Rectangular

Number of Rows: 0 ☐ Left Side ☐ Right Side ☐ Rear Type: NA

Bumpers:

Number of Rows: 0 ☐ Left Side ☐ Right Side ☐ Rear Type: NA

Number of Rows: 0 ☐ Left Side ☐ Right Side ☐ Rear Type: NA

☐ Continuous Round Handrail ☐ Splayed Ends ☐ Full-Length Bumpers

Concealed Vents
☐ Tube/Channel Return Reinforcement

☐ Custom Paint Color

☐ Lightproof Joints

☐ Pads & Hooks:

☒ 6", #4 Stainless Steel 304 Wall Base

☐ Emergency Lighting in Ceiling and Fan Battery Back-Up

☐ Special Nema Lighting Provisions

☐ Vertical Shrouding: ☐ Top High ☐ Bottom High Material:

☐ Dog House: High ☒ Car Top Handrail: Sides Requiring Handrail: 2 ☐ Car Top GFI

Other:

X 6. CONTROLLER / STARTER Includes: Controller and Landing System

Manufacturer: VMI - VHC102

Operation: Simplex

Landing System: Reflex 3.14 w/Terminal Limits

Features:
☒ Nudging

☐ Load Weighing

☐ Dual Door Operators

☐ Call / Send Operation

☐ Car to Lobby

☐ Homing / Parking

☐ Car Disable

☐ Car Capture

☒ NEMA 1 Enclosure

☒ NEMA 1 Landing System

☐ Fan/Light Timer

☐ Serial COP

☐ Pre-Mounted Controller

☒ Solid State Starter

☐ Multi-Motor Starting

☐ Oil Viscosity

☒ Telescopic Auto Resynch

☐ Short Floor Logic

Security/Emergency:
☒ Phase I & II Fire Service

☐ Battery Lowering

☒ Interface to Generator Power

☐ EMT Service/Code Blue

☐ Hospital Service

☐ Infant Abduction Security

☒ Security Interface – See Fixtures Section of Quote for More Detail Regarding Type of Security Included

Monitoring – See Notes:
☐ Lobby Panel Interface

☐ PC Control System in M.R

☐ Lift Net Interface

☐ EMIS Interface

Other:

<input checked="" type="checkbox"/> 7. FIXTURES		Manufacturer: Innovation		Faceplate Finish: #4 Stainless Steel 304	
Car: 1 MEI Swing (Not Full) Car Operating Panel(s)		Car Lanterns: <u>2</u>		Car Position Indicator(s): <u>1</u>	
Hall: Hall Stations: <u>5</u>		Hall Lanterns: <u>0</u>		Hall Position Indicator(s): <u>0</u>	
Security/Emergency: <input checked="" type="checkbox"/> Vandal Resistant <input type="checkbox"/> Keyed Car Calls <input type="checkbox"/> Hospital Service <input checked="" type="checkbox"/> ADA Phone with Grille <input checked="" type="checkbox"/> Card Reader Provisions <input type="checkbox"/> Keyed Hall Calls <input type="checkbox"/> EMT Service/Code Blue <input type="checkbox"/> Rescue Phone for Machine Room Other Features: <input checked="" type="checkbox"/> Prewired COP <input checked="" type="checkbox"/> Emergency Lighting in COP <input checked="" type="checkbox"/> Service Cabinet <input type="checkbox"/> Removable Cylinder Key Switches <input checked="" type="checkbox"/> Jamb Braille <input type="checkbox"/> Voice Annunciator <input checked="" type="checkbox"/> 120V GFCI Outlet <input checked="" type="checkbox"/> Appendix O Pictograph Other: _____					
<input checked="" type="checkbox"/> 8. ENTRANCES Includes: Complete Entrance Package					
Door Finish: <u>20 Ga, #4SS 304 Door Skin, 16 Ga Sheet Steel Door Structure</u> <input type="checkbox"/> Sound Deadened Door					
Frame Finish: <u>16 Ga, #4SS 304, Mitered And Welded Construction</u> <input type="checkbox"/> Sound Deadened Frame					
Wall Type: <u>CMU - 13"</u> <input checked="" type="checkbox"/> Entrance Assembly is UL Rated					
Sill: <u>Aluminum</u> Sill Support Angle: <u>Grouted</u>					
Header Thickness: <u>10 Ga</u> Strut Thickness: <u>10 Ga</u> <input type="checkbox"/> Fascia Included					
Braille Type: <u>Adhesive</u> Keyhole Type: <u>Trilocks</u>					
Other: _____					
<input checked="" type="checkbox"/> 9. DOOR EQUIPMENT					
Vendor: <u>GAL</u> Model: <u>MOVFR II</u> <input checked="" type="checkbox"/> Car Door Interlocks					
<input checked="" type="checkbox"/> 10. DOOR PROTECTION					
Vendor: <u>GAL</u> Model: <u>Edge Kit Formula Systems MOVFR II</u>					
<input checked="" type="checkbox"/> 11. WIRING PACKAGE Complete, Engineered to Order Wiring Package from the Hoistway to Machine Room					
Hoistway Wiring Enclosures are <u>NEMA 1</u> Machine Room Wiring Enclosures are <u>NEMA 1</u>					
<input checked="" type="checkbox"/> Traveling Cable <input type="checkbox"/> Additional Shielded Pair <input type="checkbox"/> Coaxial Cable <input type="checkbox"/> Additional 14 Ga. Wire					
<input checked="" type="checkbox"/> Wireway, Boxes, Fittings, Hangers, Hoistway Wire, Motor Wire Wireway Type: <u>Duct Trough</u>					
Other: _____					
<input checked="" type="checkbox"/> 12. RAILS					
Maximum Car Rail Bracket Spacing is Estimated at <u>14'-0"</u>					
Other: _____					

ITEMS PROVIDED BY OTHERS

EO Cable	Remote Telephones	Flood Plain Provisions	Power Disconnect
Finished Floor Covering	Smoke Detectors	Lobby Panel/Fire Control Panel	Security Interface Cabinet
Intercom System	Rail Backing	Sump Pump	OH Life Safety Beam
OH Hoisting Beam	Emergency Power Control panel, switches, wiring	Monitoring System	Card Reader Unit

MEI STANDARD EXCEPTIONS

- Quote includes MEI standard features unless otherwise requested or specified.
- Samples can be provided upon request. Size and cost may vary.
- The standard submittal package that MEI supplies consists of fully dimensioned layouts (shop drawings) that contain all of the ASME A17.1 required information. Also included in the submittals are fixture, cab, and entrance details. Rail bracket design is not part of the submittal.
- Wiring diagrams are not part of the submittal, they are part of the maintenance manuals. Controller operations instructions are included in the O & M manuals that are sent at time of shipment.
- MEI equipment meets National Elevator Industry Inc. standards for noise level and ride quality. Installation and Field conditions may cause the final noise level results to exceed National Elevator Industry Inc. standards.
- Leveling 1/8" tolerance cannot be guaranteed. 1/2" is ASME A17.1 code requirement. 1/4" is attainable.
- Hoistway must be conditioned to maintain an air temperature between 40 - 90° Fahrenheit.
- Machine Room must be conditioned to maintain an air temperature between 55 - 90° Fahrenheit.
- Relative humidity not to exceed 85% in either the hoistway or machine room.
- MEI quote does not contain spare parts.

NOTES:**Value Added**

73% of this elevator package will be manufactured in the USA. Listed below are the non-domestic items. Please note: items marked with an asterisk (*) may be available from a domestic manufacturer upon request. Please contact MEI for additional information.

- Submersible Power Unit Motor; Guide Rail;
- Submersible Power Unit Pump*; Victaulic Couplings*; Hydraulic Jack*; Fasteners*; Door Protection

*~General

A 24" x 84" stretcher will not fit in this elevator. A local code variance may be required.

Entrance

Fascia is not included in this quote, car door interlocks are included. If fascia is required to meet local code, please contact MEI.

This quote includes entrances designed with grouted sill support angles, the sill support angles are not included because they are raw steel. If groutless sill support angles are preferred, please let your salesperson know. Cost add to go groutless is \$1,836.

Power Unit

Actual elevator speed is estimated at 93 fpm. Based on the hydraulic components available, MEI can not guarantee less than 10% variation from the contract speed. This is the typical industry standard.

Wire - Fixture

Shielded pairs have been provided in the traveler cable for the card reader. The actual card reader and all associated remote wiring will be by others.

Engineering

All cab components are painted with a durable powder coat finish (approx 3 mil). For optimal adhesion and performance, cab components are first cleaned in a 5-stage automated wash system. Platforms and remaining hoistway equipment also receives a powder coating (approx 3 mil). All materials will receive 1 coat of powder paint.



Quote 258209 Revision 1
Date: 7/25/2025
www.meiusa.com



Additional Notes

NOTATION: Spec section 2.02.A.11 & 2.02.A.12 - MEI is bidding the largest platform and inside clear the existing hoistway can accommodate not what is specified

NOTATION: Spec section 3.03.F - MEI is installing the guide rails with slotted rail brackets vs. the specified metal shims

NOTATION: Spec section 2.05.G - MEI is not bidding the specified weatherstripping because this would void their UL entrance labeling

Tariffs

If tariffs are not applicable at time of shipment, the tariff value will be deducted from our package price. Please note that scope changes and/or any additional tariffs in effect at the time of shipment may affect the overall tariff value returned.

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)

Minnesota Elevator, Inc.
4504 Grand Avenue #5
Duluth, MN 55807

SURETY:

(Name, legal status and principal place of business)

OHIO FARMERS INSURANCE COMPANY
1 Park Circle, PO Box 5001
Westfield Center, OH 44251-5001

OWNER:

(Name, legal status and address)

Duluth Public Schools, ISD #709
709 Portia Johnson Drive
Duluth, 55802

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

PROJECT:

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

Duluth Public Schools ISD 709 Education Center

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 5th day of August, 2025.

Israh Eustand

(Witness)

Chris Jones

(Witness)

Minnesota Elevator, Inc.

(Principal)

(Seal)

By: *Matt LaFlamme*

Matt LaFlamme

Account Manager

OHIO FARMERS INSURANCE COMPANY

(Surety)

By: *Lynn Dvergsten*

Lynn Dvergsten

Attorney-In-Fact



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BD5084 OFWWN (10/2010)

General
Power
of Attorney

POWER NO. 2263422 04

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

CHRISTINE SCOTT, JOHN KLEIN, STEVE KLEIN, KARLA HUNT, RITA CARLSON, KERRI HATTON-RUDNIK, LYNN DVERGSTEN, CHASE STONEBACK, STEWART YOO, CHRIS HOVDEN, JON LUCAS, DANIELLE HERNANDEZ, JOINTLY OR SEVERALLY

of MINNEAPOLIS and State of MN its 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**, 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 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 **25th** day of **FEBRUARY** A.D., **2025**.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this **25th** day of **FEBRUARY** A.D., **2025**, 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



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

State of Ohio
County of Medina ss.:

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 **5th** day of **August** A.D., **2025**.

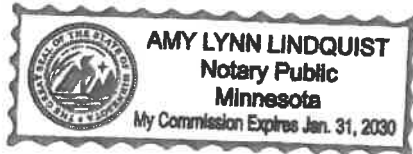


Frank A. Carrino, Secretary

STATE OF MINNESOTA

On this 5th day of August, 2025, before me appeared Lynn Dvergsten
to me personally known, who, being duly sworn, did say that he or she is the
Attorney-in-Fact of Ohio Farmers Insurance Company, that the seal affixed
to the foregoing instrument was signed and sealed on behalf of said corporation by
authority of its Board of Directors and said acknowledged said instrument to be the
free act and deed of said corporation.


notary public



SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM: Fire Pro Sprinkler Specialists Inc.
5501 Miller Trunk Hwy
Hermantown, MN 55811

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope #11 Fire Suppression

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

ONE HUNDRED EIGHTY NINE THOUSAND AND FOUR HUNDRED \$ 189,400.00

2. Work Scope N/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

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

\$ _____ \$ _____

4. Work Scope N/A

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

\$ _____ \$ _____

5. Work Scope N/A

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

\$ _____ \$ —

6. COMBINED WORK SCOPE BID

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

N/A

for the Combined Base Bid Sum of:

_____ \$ —

ALTERNATES

Alternates (as indicated/required in section 01 23 00):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/C \$ —

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/C \$ —

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ Eight Thousand Six Hundred \$ 8,600.00

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/C \$ —

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/C \$ —

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/C \$ —

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/C \$ —

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/C \$ —

ALLOWANCES

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

ADDENDA

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

Addenda No. 1 Dated July 25 2025 Addenda No. 3 Dated July 31 2025
Addenda No. 2 Dated July 29 2025 Addenda No. 4 Dated Aug 4 2025

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.

Fire Pro Sprinkler Specialists Inc.

Street Address: 5501 Miller Trunk Hwy

City: Hermantown State: MN Zip: 55811

Phone Number: (218) 343-2006 Fax Number: _____

Name (typed or printed): CRAIG JOHNSON

Signature: 

Title: Project Manager

Date: 08/06/2025

END OF SECTION 00 4113



Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
FirePro Sprinkler Specialists Inc.

5501 Miller Trunk Hwy
Hermantown, MN 55811

OWNER:

(Name, legal status and address)
ISD #709 - Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811

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

PROJECT:

(Name, location or address, and Project number, if any)
Duluth Public Schools ISD 709 Education Center; 02 Fire Suppression Sprinkler Installation
Duluth, MN

SURETY:

(Name, legal status and principal place
of business) Merchants National Bonding, Inc.
PO Box 14498
Des Moines, IA 50306-3498

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 6th

day of August, 2025

FirePro Sprinkler Specialists Inc.

(Principal)

(Title)

Merchants National Bonding, Inc.

(Surety)

(Title) Nicholas L. Newton

Attorney-in-Fact

(Witness)

(Witness) Lin Ulven

(Seal)

(Seal)

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

Init.

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061110



INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF _____

ss

COUNTY OF _____

On the _____ day of _____, _____, before me personally appeared

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

(Notary Seal)

CORPORATE ACKNOWLEDGMENT

STATE OF _____

ss

COUNTY OF _____

On the _____ day of _____, _____, before me personally appeared

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

(Notary Seal)

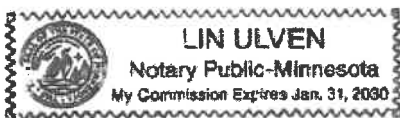
ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA

ss

COUNTY OF RAMSEY

On the 6th day of August, 2025, before me personally appeared
Nicholas L. Newton to me known, who being duly sworn, did say that he/she is the
aforesaid officer or attorney-in-fact of the Merchants National Bonding, Inc.
a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said
corporation, and that said instrument was signed and sealed in behalf of said corporation by the
aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said
instrument to be the free act and deed of said corporation.



(Notary Seal)

A handwritten signature in dark ink, appearing to be 'N. Newton', written over a horizontal line.

MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

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

Barb Olson; Lin Ulven; Lisa M Eubanks; Nicholas L Newton

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

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

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

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

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

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

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



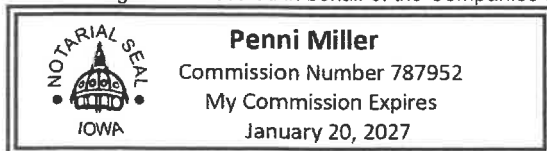
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By

President

STATE OF IOWA
COUNTY OF DALLAS ss.

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



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

Notary Public

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 6th day of August, 2025



Secretary

POA 0018 (5/25)

BID FORM

BID TO:

BID FROM: Summit Fire Protection
4619 Airport Blvd.
Duluth, Mn. 55811

Base Bids

1. Work Scope #11 - fire suppression

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

\$ Two Hundred Seventy-Nine Thousand, Six Hundred \$ 279,600.00

- ## 2. Work Scope

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

\$		\$
----	--	----

- ### 3. Work Scope

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

\$	1	\$
----	---	----

- #### 4. Work Scope

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

\$	
----	--

5. Work Scope _____

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

\$ _____ \$

6. COMBINED WORK SCOPE BID

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

for the Combined Base Bid Sum of:

_____ \$

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____ \$ 0.00

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

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

ALLOWANCES

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

ADDENDA

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

Addenda No. #1 Dated 7/25/2025 Addenda No. 3 Dated 7/31/2025

Addenda No. 2 Dated 7/29/2025 Addenda No. 4 Dated 8/4/2025

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: 4619 Arnpark Blvd.

City: Duluth State: Mn Zip: 55811

Phone Number: 218-740-4412 Fax Number: 218-740-4413

Name (typed or printed): Kenneth C. Schlais

Signature: 

Title: Manager.

Date: 8/6/2025

END OF SECTION 00 4113



AIA Document A310™ – 2010

Bond No. AB0001974

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Summit Fire Protection Co.
4619 Airpark Boulevard

Duluth, MN 55811

SURETY:

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

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 80

Plymouth, MN 55441

OWNER:

(Name, legal status and address)

ISD#709-Duluth Public Schools

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: DNT Building Renovation

Scope: Fire protection

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

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

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

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

Signed and sealed this 6th day of August, 2025

Summit Fire Protection Co.

(Principal)

(Seal)

(Witness)

(Title)

Atlantic Specialty Insurance Company

(Surety)

(Seal)

(Witness)

(Title) Attorney-in-Fact

Troy Staples

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

Init.

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001110

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
County of _____)

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

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
County of _____)

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

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of _____)
County of _____)

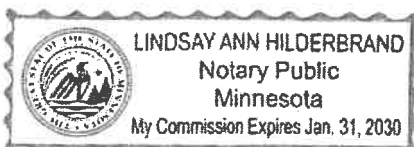
On this _____ day of _____ in the year _____ before me personally come(s) _____ to me known, who, being duly sworn, deposes and says that he/she is the _____ of the _____ the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the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

Notary Public

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Dakota)

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



Notary Public



Power of Attorney

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

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

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

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

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

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

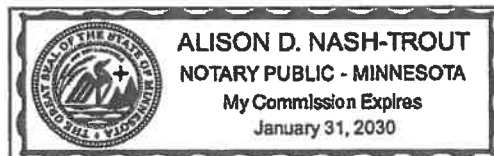
STATE OF MINNESOTA
HENNEPIN COUNTY



By


Sarah A. Kolar, Vice President and General Counsel

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



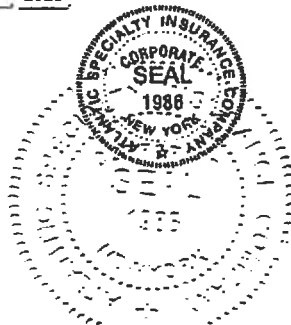


Notary Public

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

Signed and sealed. Dated 8th day of August, 2025

This Power of Attorney expires
January 31, 2030





Kara L.B. Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com



Proposal and Contract

Summit Companies ("Summit") makes the following proposal (the "Proposal"):

Date: August 6, 2025

To: Duluth Public Schools, ISD 709
709 Portia Johnson Drive
Duluth, MN 55811

Attention: ISD 709 School District

Regarding: Fire Protection Proposal
Project Name: Duluth News Tribune Building Renovations
Address: Duluth, MN

Summit Companies is pleased to submit the following Proposal for your consideration.

SCOPE OF WORK

Base Bid - Labor and Material to Modify the existing Wet Fire Sprinkler systems to provide coverage to the renovated 4 story, 72,000 sq. ft, Duluth News Tribune Renovations project, Duluth MN, as shown on Drawings and specifications dated 7/8/2025. Summit Fire will perform the following scope of work:

- Labor and Material to Modify the existing Wet Fire Sprinkler systems to provide coverage to the renovated 4 story, 72,000 sq. ft, Duluth News Tribune Renovations project, Duluth MN, as shown on Drawings dated 7/8/2025.
- Install a new 6" Fire sprinkler assembly, complete with Backflow preventer, Control Valves, Drain Valves, Tamper and Flow switches, for control of the modified Sprinkler systems, supplied by the existing 6" Water main.
- Summit Fire will Modify the existing Wet Fire sprinkler system to protect Basement, 1st Floor, 2nd floor, and 3rd floor spaces. All existing Pendant heads & drops on 1st, 2nd, and 3rd floor shall be removed and plugged at the start of the project. The existing piping shall remain installed as high as possible. Summit shall modify the existing sprinkler Mains and Lines as needed to provide complete protection to the renovated spaces on 1st and 2nd floor. We will add (434) new Quick Response Pendant heads on 'Flex-drops' for proper protection of the renovated spaces.
- For the Basement and 3rd floor spaces, Summit will replace (240) existing Uprights with new 'Quick Response' heads in the original location. The existing systems shall be modified for protection of the renovated spaces, as required.
- Summit Fire will remove ALL existing ¾" sprinkler branch lines installed in the facility, and replace with new 1" sprinkler pipe, as directed in specifications.
- The existing Dry system on 3rd floor shall remain. The existing Pre-action system on 3rd floor shall be removed, and the existing 3" Fire riser relocated, as directed.
- All pipe and sprinkler head locations shall be approved by the Architect and Owner prior to installation. All heads to be coordinated with the new lighting and HVAC equipment, as required.
- Summit shall provide a Complete Fire sprinkler system Shop drawing, Hydraulic Calculations, and a Fire permit, as required by the City of Duluth, and the State of Minnesota Fire Marshal.
- The systems shall meet all Design, Material, and Installation requirements of N.F.P.A. 13 (2016), State of Minnesota, and the Authority Having Jurisdiction.

We propose to perform the above work for the sum of: Two Hundred Seventy-Nine Thousand Six Hundred
Dollars \$279,600.00

Site visit - YES ☒ NO ☐

Duluth: 4619 Airpark Boulevard | Duluth, MN 55811 | Tel: 218.740.4412 | Fax: 218.740.4413
Corporate: 575 Minnehaha Avenue W. | Saint Paul, MN 55103 | Tel: 651.251.1880 | Fax: 651.251.1879

www.summitfire.com

SUMMIT COMPANIES PROPOSAL AND CONTRACT GENERAL CONDITIONS

These General Conditions are attached to and made a part of the Summit Proposal and Contract to which they are attached (collectively, the "Contract") as if fully set forth on the front page of the Contract. As used in these General Conditions, "Summit," "Owner," "Project," and "Contract Price" shall have the same meanings as those terms have in the Contract.

1. **Payment.** Owner agrees to pay the Contract Price for the Project if and when required in the Contract. If Owner fails to pay the Contract Price, or any installment thereof, within ten (10) days after the date the same is due and payable, Owner shall automatically be assessed and shall pay a late charge equivalent to three percent (3%) of the amount of such late payment, together with interest on such late payment at the lower of the maximum rate allowed by applicable law or the rate of eighteen percent (18%) per annum.
2. **Changes.** Except for substitutions, as described below in this paragraph, any alteration or modification to the Project must be documented and approved by Summit and Owner by a written change order signed by Summit and Owner. Summit reserves the right to require Owner to pay for all change order items (labor, equipment and any other materials) at the time of signing the change order. In the event of discontinuations, changes or the unavailability of specific equipment or materials described in the Specifications, Summit will have the right to substitute equipment and materials with substantially similar quality and features; provided, however, that if the replacement items are more expensive, then Summit shall notify Owner and Owner may elect whether to pay the additional expense (as an increase to the Contract Price) or to modify the Proposal to include less expensive items, if available, that would not increase the Contract Price.
3. **Limited Warranty.** All materials and labor supplied by Summit will be warranted for one (1) year from the date of completion of the Project. Upon request, Summit will supply a signed warranty letter to Owner, which states the completion date of the Project and the warranty termination date. Certain equipment may include manufacturer's warranties. Summit provides no additional warranty on such equipment. Owner shall have the right to seek enforcement of any such manufacturer's warranty. Summit shall have no obligation to seek enforcement of any such manufacturer's warranty against the manufacturer. Any labor or other services requested by Owner of Summit in connection with Summit's warranty after the one (1) year warranty termination date shall be paid by Owner to Summit based on Summit's standard fees and charges at the time. No other express or implied warranties are made by Summit. Summit's warranty shall not apply with respect to misuse, abuse or any use that is not in conformity with all applicable specifications and instructions. Except as specifically set forth in this Contract, Summit, and/or its agents and representatives makes no warranty or representation, express or implied, with respect to use, construction standards, workmanship, materials, merchantability or fitness for a particular purpose.
4. **Taxes.** Any taxes or other governmental charges related to the Project shall be paid by Owner to Summit and shall be in addition to the Contract Price. In addition, if any fees or permits (such as one or more building permits) are required in connection with the Project, Owner shall secure and pay for any such fees and permits, the cost of which shall be in addition to the Contract Price.
5. **Unavoidable Delays.** To the extent any time period for performance by Summit applies, Summit shall not be responsible for any delays due to federal, state or municipal actions or regulations, strikes or other labor shortages, equipment or other materials delays or shortages, acts or omissions of Owner, or any other events or causes beyond the control of Summit.
6. **Access.** Owner shall allow Summit to have reasonable access to the job site to allow the completion of the Project on the dates and at the times requested by Summit personnel.
7. **Risk of Loss.** Risk of loss shall pass to Owner at the time the equipment and other materials that are part of the Project are delivered to the job site. This means that, for example, in the event of damage or destruction due to casualty, or in the event of theft, Owner shall be responsible for payment for such equipment and materials even if the Project has not been completed. Title to the equipment and other materials shall be held by Summit until payment in full of the Contract Price, at which time title shall pass to Owner. Summit shall have the right to remove the equipment and other materials that are a part of the Project if payment of the full Contract Price is not made by Owner immediately upon completion of the Project. That right shall be in addition to, and not in limitation of, Summit other rights and remedies.
8. **MECHANIC LIEN NOTICE. YOU ARE ENTITLED UNDER MINNESOTA LAW TO THE FOLLOWING NOTICE:**
 - (a) Any person or company supplying labor or material for this improvement to your property may file a lien against your property if that person or company is not paid for their contributions.
 - (b) under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvements directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvements unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice."
9. **Limitation of Liability and Remedies.** The Project is not an insurance policy or a substitute for an insurance policy. Owner expressly waives any right to make any claim in excess of that amount. Further, Owner waives any right to any claims for punitive, exemplary or consequential damages. Owner shall provide Summit with reasonable notice of any claim and a reasonable opportunity to cure the alleged breach or default. Owner shall indemnify, defend and hold Summit harmless from and against claims, actions, costs and expenses, including reasonable legal fees and costs, arising out of any injury, death or damage occurring on or about the job site unless caused by the gross negligence or willful misconduct of Owner.
10. **Owner's Failure to Pay.** If Owner fails to pay any amount due to Summit as and when required, Summit shall have the right, but not the obligation, to immediately stop work on the Project and Summit may pursue any and all available remedies, including the right to place a lien against the Project site. In addition, Owner shall be obligated to reimburse Summit for reasonable legal fees and costs incurred by Summit in the enforcement of this Contract.
11. **Binding Arbitration Agreement.** Except as otherwise set forth in Section 10 above, in the event of any dispute between Owner and Summit, whether during the performance of the work and services contemplated under this Contract or after, Owner and Summit agree to negotiate in good faith towards the resolution of the dispute. If Owner and Summit are unable to resolve the dispute within twenty (20) days after the date the dispute arises, then Owner and Summit agree to resolve the dispute through binding arbitration. All disputes arising out of or relating to this Contract including, without limitation, claims relating to the formation, performance or interpretation of this Contract, and claims of negligence, breach of contract and breach of warranty, which are not resolved either through direct negotiation as provided above, shall be resolved by binding arbitration under the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. This arbitration agreement will be governed by the Federal Arbitration Act and the Minnesota Uniform Arbitration Act. Arbitration will be commenced by written demand for arbitration filed with the American Arbitration Association and the notice of filing, together with a copy of the written demand for arbitration, be provided to the other party in accordance with the notice provisions of this Contract. However, no arbitration or legal action will be commenced following expiration of the application statute of limitations or repose. Judgment on the arbitration award will be confirmed in any court with jurisdiction. Owner and Summit agree that any subcontractor, material supplier, or sub-subcontractor may be made a party to the arbitration proceeding. Venue for the arbitration will be Ramsey County, Minnesota. Summit expressly reserves all mechanics lien rights under Chapter 514 of the Minnesota Statutes and may take such other legal action as is needed to perfect such rights. The provisions contained in this paragraph will survive the completion of construction and termination of this Contract. The Tribal Council must approve any Immunity Waiver for Owner. Section 11 shall be omitted unless granted approval by Council.
12. **Miscellaneous.** The headings used herein are for convenience only and are not to be used in interpreting this Contract. This Contract shall be construed, enforced and interpreted under the laws of the State of Minnesota. This Contract may not be modified, amended or changed orally, but only by an agreement in writing signed by the parties hereto. Neither party shall be deemed to have waived any rights under this Contract unless such waiver is given in writing and signed by such party. If any provision of this Contract is invalid or unenforceable, such provision shall be deemed to be modified to be within the limits of enforceability or validity, if feasible; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Contract in all other respects shall remain valid and enforceable. This Contract is not assignable by Owner. This Contract is the entire agreement between the parties regarding the subject matter of this Contract; any prior or simultaneous oral or written agreement regarding the subject matter hereof is superseded by this Contract.

Duluth: 4619 Airpark Boulevard | Duluth, MN 55811 | Tel: 218.740.4412 | Fax: 218.740.4413
Corporate: 575 Minnehaha Avenue W. | Saint Paul, MN 55103 | Tel: 651.251.1880 | Fax: 651.251.1879

www.summitfire.com

EXCLUSIONS

- Underground water supply, Painting of Pipe and patching, Overtime or after hours labor.
- Electrical wiring (tamper switches, flow switches, horn/strobes, alarm, alarm panel, etc.).
- Fire alarm system or audible alarms, Central monitoring of sprinkler system(s), Power
- Protection of any un-heated spaces, or coverage of combustible concealed spaces.
- Fire Pump, Jockey Pump, or any water boosting equipment.

Completion of the Project: Summit offers to provide to Owner the equipment, supplies and materials, as well as the design and installation services and labor to complete the Project, as described in the Specifications. This Proposal shall be null and void, at Summit's option, if Summit does not receive a signed acceptance of this Proposal by Owner by noon on 11/8/2025. Summit reserves the right to adjust all prices based on the cost of materials at the time this Proposal is accepted by Owner, due to the volatility in the steel market. In order to guarantee pricing, Owner may be required to pay for materials at the time of acceptance of this Proposal.

General Conditions: The General Conditions attached to this Proposal are a part of this Proposal. Upon acceptance of this Proposal by Owner, the General Conditions will be a part of the contract between Summit and Owner.

Parties: Summit Companies is a d/b/a of Summit Fire Protection, a Minnesota corporation.

SUMMIT FIRE PROTECTION:

By: Kenneth C. Schlais

Signature

Kenneth C. Schlais

Print Name

Manager / Sales / Design

Office:(218)-740-4412 c:218-522-0493

OWNER ACCEPTANCE OF PROPOSAL

Summit's Proposal is hereby accepted and agreed to by Owner. Owner acknowledges that Owner received and read the Proposal and the attached General Conditions. Upon acceptance by Owner, this Proposal, along with the attached General Conditions, will be a binding contract between Summit and Owner.

OWNER:

By:

Signature

Print Name

Date

Duluth: 4619 Airpark Boulevard | Duluth, MN 55811 | Tel: 218.740.4412 | Fax: 218.740.4413
Corporate: 575 Minnehaha Avenue W. | Saint Paul, MN 55103 | Tel: 651.251.1880 | Fax: 651.251.1879

www.summitfire.com

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM:

A.G. O'Brien Plumbing and Heating

4907 Lightning Dr Duluth, MN 55811

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 12 - Mechanical

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

\$ Three million seven hundred twenty four thousand thirty four \$ 3,724,034.00

2. Work Scope _____

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

\$ _____ \$ _____

3. Work Scope _____

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

\$ _____ \$ _____

4. Work Scope _____

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

\$ _____ \$ _____

5. Work Scope _____

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

\$ _____ \$

6. COMBINED WORK SCOPE BID

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

for the Combined Base Bid Sum of:

_____ \$

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ NO CHANGE \$ 0

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ NO CHANGE \$ 0

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ NO CHANGE \$ 0

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ ADD FORTY EIGHT THOUSAND FOUR HUNDRED THIRTY FOUR \$ 48,434.00

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ NO CHANGE \$ 0

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ NO CHANGE \$ 0

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ NO CHANGE \$ 0

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ ADD Forty seven thousand Seven hundred ninety \$ 47,790

ALLOWANCES

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

ADDENDA

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

Addenda No. 1 Dated 7/28/2025 Addenda No. 2 Dated 7/30/2025

Addenda No. 3 Dated 8/1/2025 Addenda No. 4 Dated 8/5/2025

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: 4907 Lightning Drive

City: Duluth State: MN Zip: 55811

Phone Number: 218 729 9662 Fax Number: 218 729 9774

Name (typed or printed): Chris Adatte

Signature: 

Title: Company Officer

Date: 8/5/2025

END OF SECTION 00 4113

BID BOND

Travelers Casualty and Surety Company of America
Hartford, CT 06183

CONTRACTOR:

(Name, legal status and address)

A.G. O'Brien Plumbing & Heating Co Inc
4907 Lightning Dr.
Hermantown, MN 55811

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:

(Name, legal status and address)

ISD 709- Duluth Public Schools
719 Portia Johnson Dr
Duluth, MN 55802

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

PROJECT:

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

Duluth Public Schools ISD 709 Education Center
DNT Building Renovation

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 31st day of July, 2025

Erly Wen
(Witness)

[Signature]
(Witness)

[Signature]
(Principal) (Seal)

Owner
(Title)

[Signature]
(Surety) (Seal)

Managing Director
(Title)

(INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT)

STATE OF _____)
COUNTY OF _____) ss

On the _____ day of _____, 20_____, before me, a Notary Public within and for said county, personally appeared, _____

to me known to be the person(s) described in and who executed the foregoing instrument, as Principal(s), and acknowledged to me that he executed the same as h free act and deed.

(Notarial Seal)

Notary Public, _____
County, _____
My commission expires _____

CORPORATE ACKNOWLEDGMENT

STATE OF MN)
COUNTY OF St. Louis) ss.

On the 31st day of July, 2025, before me personally appeared Christopher Adatte

to me known, who being by me duly sworn, did depose and say: that he resides in St. Louis, Court that he is the President of the AG O'Brien

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

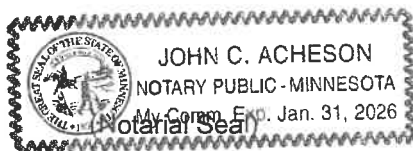


Emily Warner
Notary Public, St. Louis
County, MN
My commission expires Jan 31 2027

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MN)
COUNTY OF St. Louis) ss.

On this 31 day of July, 2025, before me appeared Benjamin Wascha to me personally known, who being by me duly sworn, did say that he is the aforesaid officer or attorney in fact of the UNITED FIRE & CASUALTY COMPANY a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.



John C. Acheson
Notary Public, St. Louis
County, MN
My Commission expires 12/31
01/31/2026



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **BENJAMIN P WASCHE** of **DULUTH**, **Minnesota**, their 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 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.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

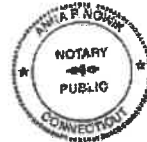
By: _____

Robert L. Raney
 Robert L. Raney, Senior Vice President

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 each of the Companies, 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 Companies 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
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, 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, 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 Secretary, 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 each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this _____ day of _____



Kevin E. Hughes
 Kevin 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 this Power of Attorney is attached.

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM: The Jamar Company

4701 Mike Colalillo Drive

Duluth, MN 55807

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 12 - Mechanical

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

\$ Four million eighteen thousand one hundred

\$4,018,100

2. **Work Scope** _____

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

\$ _____

\$

3. **Work Scope** _____

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

\$ _____

\$

4. **Work Scope** _____

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

\$ _____

\$

5. Work Scope _____

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

\$ _____

\$

6. COMBINED WORK SCOPE BID

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

for the Combined Base Bid Sum of:

\$

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

\$

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

\$

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

\$

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ Add three thousand four hundred dollars

\$ 3,400.00

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

\$

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

\$

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

\$

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ Add forty two thousand four hundred forty five

\$ + 42,445

ALLOWANCES

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

ADDENDA

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

Addenda No. 1 Dated July 25, 2025 Addenda No. 2 Dated July 29, 2025

Addenda No. 3 Dated July 31, 2025 Addenda No. 4 Dated August 4, 2025

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: 4701 Mike Colalillo Drive

City: Duluth State: MN Zip: 55807

Phone Number: (218) 628-1027 Fax Number: (218) 628-1174

Name (typed or printed): The Jamar Company

Signature: _____

Title: Department Manager - Commercial Plumbing & HVAC

Date: August 6, 2025

END OF SECTION 00 4113



THE JAMAR COMPANY | 4701 MIKE COLALILLO DR. | DULUTH, MN 55807-2762 | PH 218.628.1027 | FX 218.628.1174

August 6, 2025

**ISD 709
709 Portia Johnson Drive
Duluth, MN 55811**

Attention: Jason Filipek, ICS
Proposal: 24-H-0249
Subject: Duluth Public Schools ISD 709 Education Center – Work Scope 12
Mechanical
Firm Price

Jason Filipek,

We are pleased to submit our proposal for your review and consideration. This proposal includes the supply of supervision, labor, tools and equipment to complete the work scope of the subject project.

Proposal Contents:

- Technical Response
- Commercial Clarifications

Please do not hesitate to contact us with any questions or if you require any clarifications.

Best Regards,
THE JAMAR COMPANY

Kyler Kinn

Kyler Kinn
Department Manager – Commercial Plumbing & HVAC
P: 218-348-8535 – kyler.kinn@jamarcompany.us

Technical Response – 24-H-0249 – Duluth Public Schools ISD 709 Education Center – Work Scope 12 Mechanical

Our proposal pricing is for the scope and schedule included in the referenced request for proposal. It is based on owner / customers' acceptance of the technical and commercial clarifications included in this proposal. Should any of these conditions change, including the schedule and award date, we reserve the right to revise the price accordingly. Pricing for additional goods and services can be supplied upon request.

Please see bid form for our pricing and alternates.

Clarifications:

- 1) Our proposal is based on a contract award on or before August 20, 2025.
- 2) Our proposal is based on our forces working a single shift 5/8s schedule, Monday through Friday, excluding Saturdays, Sundays and Holidays.
- 3) Our proposal is based on a construction schedule within the terms and conditions of the request for proposal.
- 4) Our proposal is based on **furnishing** the following per the drawings and specifications:
 - a. Mechanical and plumbing demolition
 - b. Duct cleaning of existing ductwork as noted
 - c. Provide and install mechanical equipment and accessories
 - d. Provide and install roof curbs for mechanical equipment
 - e. Provide and install complete ductwork system, grilles, registers, diffusers, louvers, dampers, and accessories
 - f. Provide and install fire dampers
 - g. Provide and install mechanical piping, including steam, hydronic, and refrigeration, and associated accessories
 - h. Provide and install intake and exhaust for generator
 - i. Provide and install condensate drains for mechanical/plumbing equipment, as required
 - j. Provide and install intake and exhaust venting for mechanical/plumbing equipment, as required
 - k. Provide and install plumbing equipment and accessories
 - l. Provide and install drain, waste, and vent system
 - m. Provide and install acid waste system
 - n. Provide and install storm water system
 - o. Provide and install domestic water system
 - p. Provide and install natural gas system
 - q. Provide and install plumbing fixtures, including code required plumbing fixture caulking
 - r. Tie plumbing systems into existing utility services
 - s. Concrete cutting and backpatching for underground plumbing
 - t. Schneider Electric DDC temperature controls by Uhl
 - u. Insulation for piping and ductwork, as required by code
 - v. Firestopping of mechanical/plumbing penetrations, as required
 - w. Crane and operator

- x. Manlifts for Jamar scope of work
 - y. Certified testing and balancing
 - z. Local plumbing and HVAC permits
 - aa. Commissioning assistance
 - bb. Check / test and startup of Jamar-furnished and installed equipment
 - cc. 1-year warranty on all Jamar work
 - dd. Owners training on all Jamar-furnished and installed equipment
 - ee. O&M manuals
- 5) Our proposal is based on the following assumptions:
- a. Emergency eye wash and lab sinks will be roughed in only, fixtures to be installed at a later time outside of this project.
 - b. Freight elevator will be available for use throughout the project.
 - c. Any existing systems to remain will be in good working order, are adequate for connection to, slope and elevations meets the requirements of the new systems, and nothing is included for repairing or testing existing systems
 - d. All soils are reusable and compactable in their present condition. We have made no allowance for removal / replacement of soils, rock excavation or replacement, frost removal, dewatering or dig holes / sumps / rock to facilitate dewatering.
 - e. We have assumed sufficient space exists to install all equipment, ductwork and piping included in this proposal and have made no allowances for any additional floor or wall framing work which may be required for our work scope.
 - f. There will be no phased or early occupancy during construction.
 - g. As our installation and budget are based on the sequencing and timely installation of the mechanical system components, Jamar requests to be involved in all pre-schedule and post schedule project meetings and discussions.
 - h. The design in its current state is constructible, has been clash detected, and the model will be made available to us for construction purposes at no charge.
- 6) Our proposal is based on the **owner / customer furnishing** the following:
- a. Constant and uninterrupted construction utilities (air, water and electrical) for the duration of the work.
 - b. All materials required for the completion of the work, unless specified above.
- 7) Our proposal is based on **excluding** the following:
- 8) Payment or performance bonds (can provide cost upon request)
 - a. Roof drains
 - b. Grease traps
 - c. Patching of existing floor openings
 - d. Demo of any existing ductwork in the basement that is not shown on the drawings
 - e. Laboratory equipment, including gas valves, fume hoods, sinks, or other components
 - f. Removal or replacement of large triangle louver
 - g. Provide or install generator
 - h. Identification, removal or disposal of any hazardous materials (lead paint, asbestos or other)
 - i. Testing or treatment of water/glycol systems
 - j. Dedicated full time field safety coordinator

- k. Any costs or expenses associated with “winter conditions” including but not limited to labor, heat, fuel, tenting, equipment, materials, admixtures, chemicals, those associated with forming, excavating, backfilling, compacting, testing, dewatering, reinforcement bar, concrete placing, grouting or any other ancillary work is excluded, unless specifically identified in this proposal letter. Winter weather conditions contain undefinable variables which make the estimation of cost and risk management inequitable to both parties. Any work required to be performed from October 1 through March 31 may be considered winter weather performance. Should the ambient temperature fall below 35°F, the aforementioned additional tasks / components required to complete the scopes of work will be performed on a time and materials basis only to ensure protection of both parties.
- l. Engineering or design of mechanical systems including state plumbing and HVAC plan review fees
- m. Any other mechanical or plumbing work not listed above
- n. Allowances for flashing, counter flashing, weather seal, weather caulking, tub / shower stall or shower door caulking unless specifically noted otherwise above
- o. Any demolition other than cap and make safe unless specifically listed above
- p. Any structural openings or holes over 6” in diameter, support steel, miscellaneous steel, reinforcement purlins, beams, angles, framing, backing, lintels, etc. which may be needed to support equipment, wall/roof penetrations or mechanical systems including any welding required to be done on structural members
- q. Lagging of insulation on ductwork
- r. Electrical work including wiring, disconnects, starters or VFDs
- s. Fire protection, sprinklers or alarms
- t. Drain tile, radon piping, vent sumps or pumps unless specifically listed above
- u. Water / sewer connection charges or fees including CAF, SAC or WAC fees
- v. Final grading and compaction after plumbing and pipe installation
- w. Utilities 5’ from building’s edge and beyond (*by others*)
- x. Dumpsters (*by others*)
- y. General construction work i.e. equipment pads, patching, painting, roofing, structural, ceilings, dust containment, etc.
- z. Temporary construction services including heat, water, utilities or auxiliary support services (*i.e. washroom facilities, locker rooms, medical or lunch programs*)

**Commercial Clarifications – 24-H-0249 – Duluth Public Schools ISD 709 Education Center –
Work Scope 12 Mechanical**

- 1) Our proposal is based upon the plans, specifications and scope as prepared by Miller Architects, Design Tree, and MJB date May 21, 2025 (mechanical) and July 8, 2025 (plumbing) as well as the following addenda:
 - Addendum 1 dated July 25, 2025
 - Addendum 2 dated July 29, 2025
 - Addendum 3 dated July 31, 2025
 - Addendum 4 dated August 4, 2025A signed authorization to proceed must be provided prior to the performance of any additional work and prior to a change in project scope or schedule. Additional work performed due to changes in the work or out-of-scope tasks may be performed on a time and materials or firm lump sum basis at the owner / customer's option.
- 2) The price stated in this proposal is based on "Material Prices" (including fabrication, labor, erection, tariffs and freight rates) provided by third parties to the Contractor as of the date of Contractor's cost proposal.
- 3) If, prior to the purchase of the material or completion of Contractor's work, any of the Material Prices are increased by more than three (3) percent, the Contract price shall be adjusted to reflect the increased costs incurred by the Contractor.
- 4) If, after the execution of this Contract, any new or increased tariffs, duties, trade restrictions, or other government-imposed fees ("Tariffs") are enacted, modified, or applied in a manner that affects the cost of materials necessary for the Work by more than three (3) percent, the Contract price shall be adjusted to reflect the increased costs incurred by the Contractor.
- 5) Before applying any price adjustment, the Contractor shall use commercially reasonable efforts to mitigate cost increases by:
 - Seeking alternative suppliers or materials that comply with project specifications and are not subject to the increase.
 - Proposing material substitutions that are of equal or superior quality and performance, subject to Owner approval.
- 6) The Contractor shall provide the Owner with written notice of any cost increase within fourteen (14) days of becoming aware of such increase. This notice shall include:
 - Documentation from suppliers, manufacturers, or vendors evidencing the increased material costs directly attributable to the increase.
 - A revised cost breakdown that reflects the impact of the cost increase on the Work.
 - A proposed adjustment to the Contract price to account for such increased costs.
- 7) Upon receipt of the notice and documentation, the Owner shall, within fourteen (14) days, review and either approve or reasonably dispute the proposed adjustment. If approved, the price shall be modified accordingly through a formal change order. If disputed, the parties shall engage in good-faith negotiations to resolve the matter. If Owner does not accept the adjusted fee, then, at Contractor's sole option, this Agreement shall be void and unenforceable. In such event, Contractor shall be paid for all Work underway and completed up to the date of termination.

- 8) The contract schedule does not contain contingent timing for Tariff and/or customs related delays. If there are any delays caused by Tariffs, customs policies or Presidential Executive Orders then Contractor shall be entitled to a change order for schedule extension.
- 9) Our proposal is based on working under the terms of the applicable local collective bargaining agreement(s).
- 10) Our proposal includes sales tax.
- 11) Our proposal is based on reaching an equitable contract agreement with ISD 709. Please incorporate our proposal into the terms of all purchase orders or contracts.



Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
The Jamar Company

**4701 Mike Colalillo Dr.
Duluth, MN 55807**

OWNER:

(Name, legal status and address)
Duluth Public Schools, ISD #709

**709 Portia Johnson Drive
Duluth, MN 55811**

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

PROJECT:

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

Work Scope 12 In connection with Duluth Public Schools ISD 709 Education Center; Duluth, MN

SURETY:

(Name, legal status and principal place
of business)

**Pacific Indemnity Company
202B Hall's Mill Road
Whitehouse Station, NJ 08889**

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 **5th** day of **August, 2025**

Tuesday Heron
(Witness)

Sandra M. Engstrum
(Witness) **Sandra M. Engstrum**

The Jamar Company

(Principal)

Man Ed
(Title) **controller**

Pacific Indemnity Company

(Surety)

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

(Seal)

(Seal)

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

Init.

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ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF Minnesota

COUNTY OF St Louis

On this 6 day of August, in the year 2025, before me personally appeared MARK EVANS, Controller of The Jamar Company, known to me to be the person whose name is subscribed to the instrument, and acknowledge that he/she executed the same.

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



Christy Urick, Notary Public
My Commission Expires: 1/31/2030

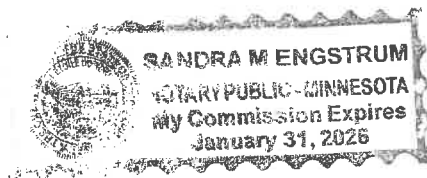
ACKNOWLEDGEMENT OF SURETY

STATE OF Minnesota

COUNTY OF Hennepin

On this 5th day of August, in the year 2025, before me personally come(s) Brian J. Oestreich, Attorney-in-Fact of Pacific Indemnity Company, with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is the Attorney-in-Fact of Pacific Indemnity Company, the company described in and which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said Company, and that he/she signed said instrument as Attorney-in-Fact of the said Company by like order.

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



Sandra M. Engstrum, Notary Public
My Commission Expires: January 31, 2026

CHUBB

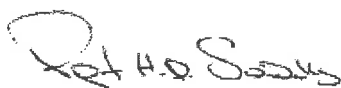
Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Delaware corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint : Kristine M. Becks, Melinda C. Blodgett, R. C. Bowman, Joseph Cardinal, Sandra M. Engstrum, R. W. Frank, Ted Jorgensen, Joshua R. Loftis, Ryan-Olivia E. Lundy, Austin Muehlschlegel, Michelle Morrison, Brian J. Oestreich, Sarah Robinson, Nicole Stillings, Nathan Weaver and Colby D. White of Minneapolis, Minnesota

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 9th day of April, 2025.



Rupert HD Swindells, Assistant Secretary





Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

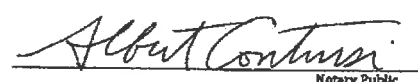
SS.

On this 9th day of April, 2025 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Stephen M. Haney, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027


Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

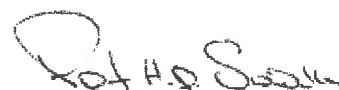
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **August 5, 2025**





Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM:

Shannon's Inc.

1919 Main Avenue

International Falls, MN 56649

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 12 - Mechanical

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

\$ Four Million Eight Hundred Ninety-One Thousand

\$ 4,891,000

2. Work Scope NA

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

\$ NA

\$ NA

3. Work Scope NA

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

\$ NA

\$ NA

4. Work Scope NA

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

\$ NA

\$ NA

5. Work Scope NA

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

\$ NA

\$ NA

6. COMBINED WORK SCOPE BID

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

NA

for the Combined Base Bid Sum of:

NA

\$ NA

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ NA

\$ NA

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ NA

\$ NA

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ NA

\$ NA

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ Twelve Thousand Four Hundred

\$ 12,400

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ NA

\$ NA

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ NA

\$ NA

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ NA

\$ NA

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ Forty-Four Thousand Six Hundred

\$ 44,600

ALLOWANCES

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

ADDENDA

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

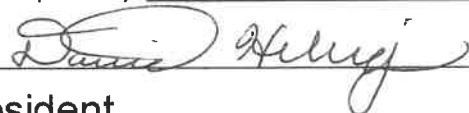
Addenda No. 1 Dated 7/25/2025 Addenda No. 2 Dated 7/29/2025
Addenda No. 3 Dated 7/31/2025 Addenda No. 4 Dated 8/04/2025

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: 1919 Main Avenue
City: International Falls State: MN Zip: 56649
Phone Number: 218-283-9372 Fax Number: 218-283-2803
Name (typed or printed): David Hebig
Signature: 
Title: President
Date: 8/05/2025

END OF SECTION 00 4113



UNITED FIRE & CASUALTY COMPANY

118 Second Avenue SE, PO Box 73909
Cedar Rapids, Iowa 52407-3909 319-399-5700
(A Stock Company)

BID BOND

KNOW ALL BY THESE PRESENTS, that we

SHANNONS, INC.

1919 MAIN AVE, INTERNATIONAL FALLS, MN 566493331

as Principal, hereinafter called the Principal, and the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized under the laws of the State of IOWA, as Surety, hereinafter called the Surety, are held and firmly bound unto
ISD 709 - DULUTH PUBLIC SCHOOLS

719 PORTIA JOHNSON DR, DULUTH, MN 55802

as Obligee, hereinafter called the Obligee, in the sum of Five and 00/100 Percent of the Bid Amount
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

PROJECT #: BID NUMBER 1340, DULUTH PUBLIC SCHOOLS, ISD 709 EDUCATION CENTER, 424 WEST FIRST STREET, DULUTH, MN 55802

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 30th day of July, 2025.

SHANNONS, INC.

By

[Signature]
(PRINCIPAL)

President

(TITLE)

UNITED FIRE & CASUALTY COMPANY
(SURETY)

By

[Signature]
(ATTORNEY-IN-FACT)



[Signature]
(WITNESS)

[Signature]
(WITNESS)

(INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT)

STATE OF _____)
COUNTY OF _____) ss.

On the _____ day of _____, 20_____, before me, a Notary Public within and for said county, personally appeared, _____

to me known to be the person(s) described in and who executed the foregoing instrument, as Principal(s), and acknowledged to me that he executed the same as h free act and deed.

(Notarial Seal)

Notary Public, _____
County, _____
My commission expires _____

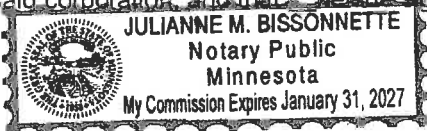
CORPORATE ACKNOWLEDGMENT

STATE OF MN)
COUNTY OF Koochiching) ss.

On the 5th day of August, 2025, before me personally appeared David O'Hara

to me known, who being by me duly sworn, did depose and say: that he resides in Int'l Falls that he is the President of the

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



(Notarial Seal)

Julianne M. Bissonnette
Notary Public, Julianne M. Bissonnette
County Koochiching
My commission expires 1/31/2027

ACKNOWLEDGMENT OF CORPORATE SURETY

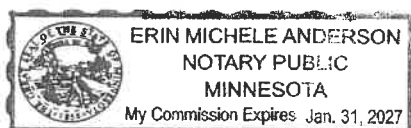
STATE OF Minnesota)
COUNTY OF Koochiching) ss.

On this 30th day of July, 2025, before me appeared Sharine K House to me personally known, who being by me duly sworn, did say that she is the aforesaid officer or attorney in fact of the UNITED FIRE & CASUALTY COMPANY a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

(Notarial Seal)

Erin Michele Anderson
Notary Public, MN, Erin Michele Anderson
County, Koochiching
My Commission expires 1-31-2027

BOND0004 0100





UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Hand No.: 00017814
 Obligor: ISD 709 - DULUTH PUBLIC SCHOOLS 719
 PORTIA JOHNSON DR DULUTH, MN 55802

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

SHARINE K. HOUSE, TIM A. ANDERSON, KRISTY J. WAGNER-WERNER, ERIN M. ANDERSON, 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 \$40,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed. The Authority hereby granted shall expire November 28th, 2025 unless sooner revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

"Article VI – Surety Bonds and Undertakings"

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

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 30th day of July, 2025



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

By: *Kyanna M. Saylor*

Vice President

State of Iowa, County of Linn, ss:

On this 30th day of July, 2025 before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jonas

Notary Public

My commission expires: 04/23/2027

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations. this 30th day of July, 2025

By: *Mary A. Bertsch*

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



BPOA0053 1217

Inquiries: Surety Department 118 Second Ave SE Cedar Rapids, IA 52401

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM: Belknap Electric, Inc.

1513 Belknap Street

Superior, WI 54880

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 13 - Electrical

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

\$ Two Million Six Hundred Sixty-Eight Thousand Three Hundred Eighty-Six

\$2,668,386.00

2. **Work Scope** NA

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

\$

\$NA

3. **Work Scope** NA

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

\$

\$NA

4. **Work Scope** NA

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

\$

\$NA

5. Work Scope NA

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

\$ _____

\$ NA

6. COMBINED WORK SCOPE BID

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

NA

for the Combined Base Bid Sum of:

\$ NA

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

\$ NA

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

\$ NA

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

\$ NA

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

\$ NA

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

\$ NA

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

(Add, Deduct No Change) \$ Eleven Thousand One Hundred Sixty-Nine

\$ 11,169.00

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

(Add, Deduct No Change) \$ Two Thousand Three Hundred Twenty-Five

\$ 2,325.00

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

\$ NA

ALLOWANCES

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

ADDENDA

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

Addenda No. 1 Dated July 25th, 2025 Addenda No. 2 Dated July 29th, 2025

Addenda No. 3 Dated July 31st, 2025 Addenda No. 4 Dated August 4th, 2025

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: 1513 Belknap Street

City: Superior State: WI Zip: 54880

Phone Number: 715-394-7769 Fax Number: NA

Name (typed or printed): Christopher L. Krook

Signature: 

Title: Project Manager

Date: August 6th, 2025

END OF SECTION 00 4113



Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Belknap Electric, Inc.

1513 Belknap St
Superior, WI 54880-2647

OWNER:

(Name, legal status and address)

ISD 709 - Duluth Public Schools
719 Portia Johnson Dr.
Duluth, MN 55802

SURETY:

(Name, legal status and principal place of business)

West Bend Insurance Company
1900 S 18th Ave
West Bend, WI 53095-8796

ADDITIONS AND DELETIONS:

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

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

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

BOND AMOUNT: \$

Five Percent of the Amount Bid

PROJECT:

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

Demolition and interior fit out of an existing 72,000 sq. ft. building.

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.

Init.

/

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User Notes:

(1496601206)

Signed and sealed this 6 day of August , 2025


(Witness)


(Witness)

Belknap Electric, Inc.

(Contractor as Principal) (Seal)

(Title) Chris Krook Owner

West Bend Insurance Company

(Surety) (Seal)

(Title) Becky Larson , Attorney-In-Fact

Init.



Bond No. 2654477

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Becky Larson

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: Thirty Million Dollars (\$30,000,000)

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 Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend 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.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend 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 1st day of January 2024.

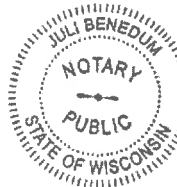
Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend 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 it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli Benedum
Juli Benedum
Lead 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 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 6th day of August, 2025



Christopher C. Zwygart
Christopher C. Zwygart
Secretary

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM: Hunt Electric Corporation

4330 W 1st St, St B

Duluth, MN 55807

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 13

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

\$ TWO MILLION SEVEN HUNDRED TEN THOUSAND SEVEN HUNDRED SEVENTY-SIX DOLLARS

\$ 2,710,776.00

2. Work Scope N.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.

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

\$ _____

\$

4. Work Scope N.A.

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

\$ _____

\$

5. **Work Scope** N . A .

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

\$ _____ \$

6. **COMBINED WORK SCOPE BID**

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

N . A .

for the Combined Base Bid Sum of:

_____ \$

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ 84,049 \$ 84,049.00

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ 4,740 \$ 4,740.00

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

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

ALLOWANCES

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

ADDENDA

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

Addenda No. 1 Dated 7/25/25 Addenda No. 2 Dated 7/29/25
Addenda No. 3 Dated 7/31/25 Addenda No. 4 Dated 8/4/25

RESPONSIBLE CONTRACTOR

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

BID ACCEPTANCE

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

Street Address: 4330 W 1st St., Ste B

City: Duluth State: MN Zip: 55807

Phone Number: 218-628-3323 Fax Number: _____

Name (typed or printed): Max Wyatt

Signature: 

Title: Estimator

Date: 8/6/25

END OF SECTION 00 4113

SECTION 00 4325
PRE-BID SUBSTITUTION REQUEST FORM

PROJECT: **Duluth Public Schools - ISD 709 - DNT Building Renovation**
TO: **Miller Architects and Builders, LLC**
3335 W. St. Germain St. St. Cloud, MN

Construction Project Number: 33231

Date: _____

We hereby submit for your consideration the following pre-bid product instead of the specified item for the above-mentioned project.

Specification Section and Paragraph: _____

Drawings and Details affected: _____

Proposed Substitution/Description: _____

Manufacturer's Name: _____

WHY IS PRE-BID SUBSTITUTION BEING SUBMITTED? (Select 1 of the following):

- ☐ Pre-Bid Substitution (Prior Approval): Include detailed analysis comparing proposed substitution against specified product including redlined Specification Section showing differences.
- ☐ Specified product is not available. Explain in detail using attached letter.
- ☐ Cost savings to Owner. Indicate comparative cost analysis as attachment.
- ☐ Other. Explain:

EFFECTS OF PROPOSED SUBSTITUTION

Attach complete explanations and technical data, including laboratory test, if applicable. Include complete information changes to Drawings and/or Specification that proposed substitution would require for its proper installation. Fill in blanks below:

	No	Yes
A. Does substitution affect dimensions shown on Drawings?	<input type="checkbox"/>	<input type="checkbox"/>
B. Will undersigned pay for changes to building design, including engineering and detailing costs caused by requested substitution?	<input type="checkbox"/>	<input type="checkbox"/>
C. Does this substitution have an effect on other trades (If so, explain on attachment)	<input type="checkbox"/>	<input type="checkbox"/>
D. Are there differences between proposed substitution and specified item?	<input type="checkbox"/>	<input type="checkbox"/>
E. Does the manufacturer guarantee the proposed and specified items are the same? (If not, explain on attachment)	<input type="checkbox"/>	<input type="checkbox"/>

The undersigned states that function, appearance, and quality are equivalent or superior to specified item.

SUBMITTED BY:

(Include name, address, e-mail, telephone, and contract person of manufacturer/supplier of proposed substitution)

Subcontractor's signature and date:

Contractor's signature and date:

For Architect's use:

- ☐ Accepted
- ☐ Accepted as Noted
- ☐ Not Accepted
- ☐ Received too late
- ☐ Incomplete information
- ☐ No substitutions accepted for this

Reviewed by/date:

Comments:



Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

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

OWNER:

(Name, legal status and address)

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

SURETY:

(Name, legal status and principal place of business)

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

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

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

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

PROJECT Duluth Public Schools ISD 709 Education Center, Duluth, Minnesota

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

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


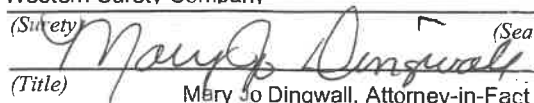
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 31st day of July, 2025


(Witness)

(Witness)

Hunt Electric Corporation
(Contractor Principal)

(Title)
Western Surety Company
(Surety)

(Title)
Mary Jo Dingwall, Attorney-in-Fact



Init.

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User Notes:

{1345475917}249

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

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

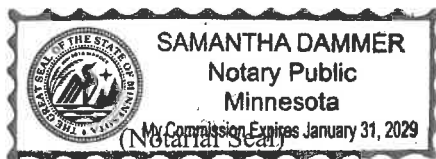
Notary Public, _____
County, _____
My Commission Expires _____

(Notarial Seal)

CORPORATE ACKNOWLEDGEMENT

STATE OF Minnesota
COUNTY OF St Louis

On this 31st day of July, 20 25, before me personally appeared Jeff Tyllia
to me known, who is being by me duly sworn, did depose and say that he/she resides in St Louis County
and that he/she is the Executive VP of Business Development of the Hunt Electric Corporation
corporation described in, and which executed the foregoing instrument; that he/she knows the seal of said corporation; that
the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said
corporation; and that he signed his/her name thereto by like order.



Dammer
Notary Public, St Louis
County, Minnesota
My Commission Expires 11/31/29

ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF Minnesota
COUNTY OF Dakota

On this 31st day of July, 20 25, before me personally appeared Mary Jo Dingwall
to me known, who is being by me duly sworn, did depose that he/she is the aforesaid officer or attorney in fact
of the Western Surety Company, a corporation; that the seal affixed to the
foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on
behalf of said corporation by the aforesaid officer, by authority of its board of directors, and the aforesaid
officer acknowledged said instrument to be the free act and deed of said corporation.



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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Mark N Kampf, Mary Jo Dingwall, Thomas M Reuder, Rocklyn C Bullis, Jonathon Diessner, Yaratitza Rivas, Matthew Schmidt, Daniel A Kampf, Individually

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

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 16th day of January, 2025.



WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 16th day of January, 2025, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 31st day of July, 2025



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

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

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

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

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

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM:

DULUTH ELECTRICAL CONTRACTING, INC.
5051 MILLER TRUNK HWY
DULUTH, MN. 55811

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 13, THIRTEEN

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

\$ Two million Seven hundred sixty five thousand Six hundred twelve dollars and 00/100 cents \$ 2,765,612.00

2. Work Scope _____

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

\$ _____ \$

3. Work Scope _____

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

\$ _____ \$

4. Work Scope _____

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

\$ _____ \$

5. Work Scope _____

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

\$ _____

\$

6. COMBINED WORK SCOPE BID

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

13, THIRTEEN

for the Combined Base Bid Sum of:

Two million seven hundred sixty five thousand
Six hundred twelve dollars and 66/100 cents

\$ 2,765,612.00

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ ZERO DOLLARS

\$ 0.00

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ ZERO DOLLARS

\$ 0.00

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ ZERO DOLLARS

\$ 0.00

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ ZERO DOLLARS

\$ 0.00

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ ZERO DOLLARS

\$ 0.00

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ FIFTY-FIVE THOUSAND DOLLARS

\$ 55,000.00

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ FOUR THOUSAND DOLLARS

\$ 4,000.00

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ ZERO DOLLARS

\$ 0.00

ALLOWANCES

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

ADDENDA

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

Addenda No. 1 Dated 7/25/25 Addenda No. 3 Dated 7/31/25
Addenda No. 2 Dated 7/29/25 Addenda No. 4 Dated 8/4/25

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: 5051 MILLER TRUNK HWY

City: DULUTH State: MN Zip: 55811

Phone Number: 218-724-5566 Fax Number: 218-728-2163

Name (typed or printed): RICK HART

Signature: 

Title: PRESIDENT

Date: 8/6/25

END OF SECTION 00 4113



Document A310™ – 2010

Bond No. FB0004755

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Duluth Electrical Contracting, Inc.
5051 Miller Trunk Hwy

Duluth, MN 55811

OWNER:

(Name, legal status and address)

ISD#709-Duluth Public Schools

SURETY:

(Name, legal status and principal place of business)

GRANITE RE, INC.
14001 Quailbrook Drive

Oklahoma City, OK 73134

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

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

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

PROJECT: ISD-709 DNT Building Renovation

(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 31st day of July, 2025

Duluth Electrical Contracting, Inc.
(Principal)

(Seal)

(Witness)

(Title)
GRANITE RE, INC.
(Surety)

(Seal)

(Witness)

(Title) Attorney-in-Fact Troy Staples

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

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
County of _____)

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

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
County of _____)

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

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

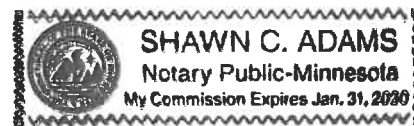
State of MD)
County of St Louis)

On this 6th day of Aug, in the year 2025, before me personally come(s) Richard A Hart, to me known, who, being duly sworn, deposes and says that he/she is the President of the Duluth Electric Contracting Inc. the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Notary Public

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Dakota)



On this 31st day of July, in the year 2025, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of Granite Re, Inc. with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Granite Re, Inc. company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.



Notary Public

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

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

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

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

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

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



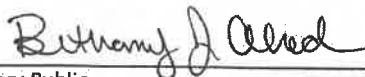

Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

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

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




Notary Public

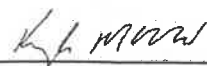
GRANITE RE, INC.
Certificate

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
31st day of July, 2025.




Kyle P. McDonald, Assistant Secretary

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM: Holden Electric Co., Inc.

925 20TH AVE.

TWO HARBORS, MN 55616

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope #13 - Electrical

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

\$ Two Million Seven hundred Seventy - Six Thousand Six Hundred Seventy - Seven \$ 2,776,677.00

2. Work Scope NA

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

\$ NA \$ NA

3. Work Scope NA

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

\$ NA \$ NA

4. Work Scope NA

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

\$ NA \$ NA

5. Work Scope NA

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

\$ NA \$ NA

6. COMBINED WORK SCOPE BID

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

NA

for the Combined Base Bid Sum of:

NA \$ NA

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

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

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ One Hundred & fifty two Thousand Dollars \$152,000.00

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ Three Thousand Five Hundred Ten Dollars \$ 3,510.00

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

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

ALLOWANCES

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

ADDENDA

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

Addenda No. 1 Dated 7/25/25 Addenda No. 2 Dated 7/29/25
Addenda No. 3 Dated 7/31/25 Addenda No. 4 Dated 8/4/25

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: 925 20TH Ave.

City: Two Harbors State: MN Zip: 55616

Phone Number: 218-834-9226 Fax Number: _____

Name (typed or printed): Nick Osbakken

Signature: 

Title: Vice President

Date: 8/06/2025

END OF SECTION 00 4113



AIA

Document A310™ – 2010

Bond No. UB002872

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Holden Electric Co. Inc.
7669 College Rd

Baxter, MN 56425

OWNER:

(Name, legal status and address)

ISD#709-Duluth Public Schools

SURETY:

(Name, legal status and principal place of business)

United Fire & Casualty Company
P.O. Box 73909
118 - 2nd Ave SE (Zip 52401)
Cedar Rapids, IA 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.

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

PROJECT: DNT Building Renovation

Work Scope 13 - Electrical

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

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

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

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

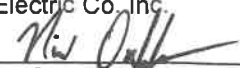
Signed and sealed this 28th day of July, 2025


(Witness)


(Witness)

Holden Electric Co. Inc.

(Principal)


(Title) VICE PRESIDENT

United Fire & Casualty Company
(Surety)

(Title) Attorney-in-Fact


Troy Staples

(Seal)

(Seal)

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

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
County of _____)

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

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
County of _____)

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

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of Minnesota)
County of Lake)

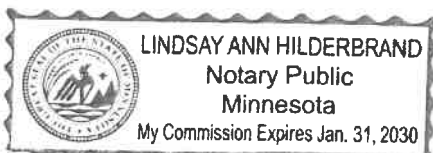
On this 5th day of August, in the year 2025, before me personally come(s) Nick Osbakken, to me known, who, being duly sworn, deposes and says that he/she is the Vice President of the Holden Electric Co., Inc. the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Chad Nordean
Notary Public

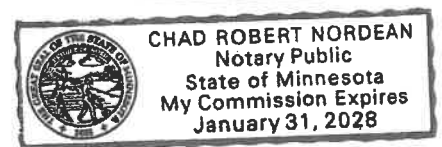
ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Dakota)

On this 28th day of July, in the year 2025, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of United Fire & Casualty Company with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of United Fire & Casualty Company company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.



[Signature]
Notary Public





UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

THOMAS G. KEMP, THOMAS M. LAHL, ZACHARY PATE, TROY STAPLES, ROBERT DOWNEY, NICHOLAS HOCHBAN, JENNIFER BOYLES, JOEL KRECH, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

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

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

"Article VI – Surety Bonds and Undertakings"

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

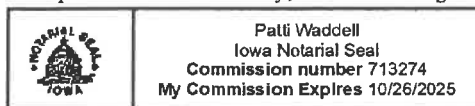
IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 22nd day of January, 2024


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

By: 
Vice President

State of Iowa, County of Linn, ss:

On 22nd day of January, 2024, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

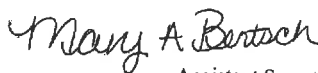



Notary Public
My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
this 28th day of July, 2025.



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

BPOA0045 122017

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM: PEC Solutions LLC, dba Archkey/Parsons Electric

1415 Highway 33 S Cloquet MN 55720

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 13 Electrical

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

\$ Three million two hundred thirty one thousand eight hundred and twenty nine.

\$ 3,231,829.00

2. Work Scope _____

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

\$ _____

\$

3. Work Scope _____

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

\$ _____

\$

4. Work Scope _____

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

\$ _____

\$

5. Work Scope _____

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

\$ _____

\$

6. COMBINED WORK SCOPE BID

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

for the Combined Base Bid Sum of:

\$

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

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

\$

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

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

\$

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

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

\$

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

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

\$

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

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

\$

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ DEDUCT

\$ 24,978.00

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ DEDUCT

\$ 4,957.00

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

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

\$

ALLOWANCES

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

ADDENDA

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

Addenda No. 1 Dated 07/28/2025 Addenda No. 2 Dated 07/30/2025

Addenda No. 3 Dated 08/01/2025 Addenda No. 4 Dated 08/05/2025

RESPONSIBLE CONTRACTOR

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

BID ACCEPTANCE

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

Street Address: 1415 Highway 33 S Cloquet MN 55720

City: Cloquet State: MN Zip: 55720

Phone Number: 218-428-5484 Fax Number: _____

Name (typed or printed): Matthew Collins

Signature:  _____

Title: Senior Project Manager

Date: 8/6/2025

END OF SECTION 00 4113

Bid Date: July 31, 2025

A310TM – 2010 Bid Bond

CONTRACTOR:

(Name, legal status and address)

PEC Solutions, LLC dba ArchKey/
Parsons Electric

1415 Highway 33 S
Cloquet, MN 55720

OWNER:

(Name, legal status and address)

ISD 709- Duluth Public Schools
719 Portia Johnson Drive
Duluth, MN 55802

SURETY:

Berkley Insurance Company

475 Steamboat Road
Greenwich, CT 06830

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: \$ 5% G.A.B. Five Percent of the Greatest Amount Bid

PROJECT:

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

Duluth Public Schools ISD 709 Education Center - Bid Number 1340
424 West First St., Duluth, MN 55802

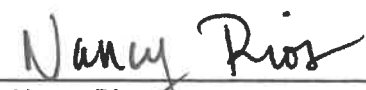
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the 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 16th day of July, 2025.


(Witness)


(Witness) Nancy Rios

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

(Title)
By: Jeff Russell, Director of Risk Management

Berkley Insurance Company
(Surety)  (Seal)

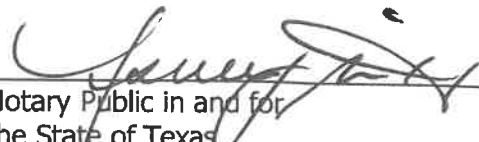
(Title)
By: David T. Miclette, Attorney-in-Fact

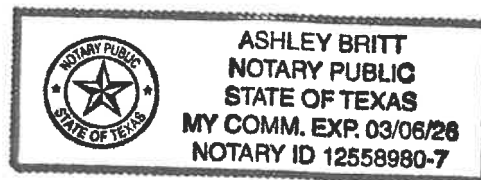
Surety Notary Acknowledgement

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 16th day of
July, 2025, by David T. Miclette
Attorney-In-Fact for Berkley Insurance Company


Notary Public in and for
the State of Texas
Name Printed: Ashley Britt
My Commission Expires: March 6, 2026



POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: **David T. Miclette; Barry K. McCord; Robert C. Davis; Ashley Britt; Rita G. Gulizo; Nikole Jeannette; Stacey Bosley; Stacy Owens; John Duke; Lucas Lomax; Nancy Rios; Kathleen Cuckler; or Aaron Hawley of Bowen, Miclette & Britt Insurance Agency, LLC of Houston, TX** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May, 2024.



Attest:

By Philip S. Welt
Philip S. Welt
Executive Vice President & Secretary

Berkley Insurance Company

By Jeffrey M. Hafter
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May, 2024, by Philip S. Welt and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RINDBAKEN
NOTARY PUBLIC
CONNECTICUT

MY COMMISSION EXPIRES 04-30-2029

Maria C. Rindbaker
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 16th day of July, 2025
Vincent P. Forte
Vincent P. Forte



SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM: Benson Electric Company

1102 North 3rd Street

Superior, WI 54880

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope #13 - Electrical

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

\$ Three Million Two Hundred Eighty-nine Thousand, 00/100

\$ 3,289,000.-

2. Work Scope _____

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

\$ _____

\$

3. Work Scope _____

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

\$ _____

\$

4. Work Scope _____

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

\$ _____

\$

5. Work Scope _____

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

\$ _____

\$

6. COMBINED WORK SCOPE BID

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

for the Combined Base Bid Sum of:

\$

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

\$

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

\$

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

\$

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

\$

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

\$

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

~~(Add, Deduct, No Change)~~ \$ Thirty Thousand, 00/100

\$ -30,000.-

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

~~(Add, Deduct, No Change)~~ \$ Four thousand, 00/100

\$ -4,000.-

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

\$

ALLOWANCES

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

ADDENDA

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

Addenda No. 1 Dated 07/25/2025 Addenda No. 3 Dated 07/31/2025

Addenda No. 2 Dated 07/29/2025 Addenda No. 4 Dated 08/04/2025

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: 1102 North 3rd Street

City: Superior State: WI Zip: 54880

Phone Number: (715) 394-5547 Fax Number: NONE

Name (typed or printed): Nathan J. Sapik

Signature: 

Title: Vice President

Date: 08/06/2025

END OF SECTION 00 4113



**UNITED FIRE & CASUALTY COMPANY 118 Second Avenue SE, PO Box 73909
Cedar Rapids, Iowa 52407-3909 319-399-5700**

Bid Bond

CONTRACTOR: (Name, legal status and address)

BENSON ELECTRIC COMPANY INC

1102 N 3RD ST, SUPERIOR, WI 548801230

OWNER: (Name, legal status and address)

ISD 709 - Duluth Public Schools

719 Portia Johnson Drive, Duluth, MN 55802

BOND AMOUNT:

Five and 00/100 Percent of the Bid Amount

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

Duluth Public Schools ISD 709 Education Center

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 28th day of July 2025

Karen Stevens
(Witness)

Cliff M. Wafer
(Witness)

BENSON ELECTRIC COMPANY INC

(Principal)

(Title)

UNITED FIRE & CASUALTY COMPANY

(Surety)

Attorney in Fact

(Title)

CONT0456

The language in this document conforms exactly to the language used in AIA Document A310 2010 edition.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Bond No.: 487650-15333

Obligee:

ISD 709 - Duluth Public Schools 719 Portia Johnson Drive, Duluth, MN 55802

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

CYNTHIA SUND, TIMOTHY J. ROTHÉ, CHAD P. MATUSHAK, STEVEN KIMMES, PAMELA J. CARLSON, JOANN J. LIETHA, CHRISTINA WALETZKO, CHARLIE G. JOHNSON, JACIE OLSON, 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 \$20,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed. The Authority hereby granted shall expire November 26th, 2025 unless sooner revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

"Article VI – Surety Bonds and Undertakings"

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

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 28th day of July, 2025



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

By: *Kyanna M. Saylor*

Vice President

State of Iowa, County of Linn, ss:

On this 28th day of July, 2025, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones
 Iowa Notarial Seal
 Commission number 173041
 My Commission Expires 04/23/2027

Judith A. Jones

Notary Public

My commission expires: 04/23/2027

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations.
 this 28th day of July, 2025



By: *Mary A. Bertsch*

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

BPOA0053 1217

Inquiries: Surety Department 118 Second Ave SE Cedar Rapids, IA 52401

STATE OF _____)
COUNTY OF _____) ss

to me known to be the person(s) described in and who executed the foregoing instrument, as Principal(s), and acknowledged to me that he executed the same as h free act and deed.

Notary Public, _____
County, _____
My commission expires _____

STATE OF Wisconsin)
COUNTY OF Douglas) ss.

to me known, who being by me duly sworn, did depose and say: that he resides in Douglas County, WI
that he is the Vice President of the Benson Electric Company

HAYLEY BOTTEN
NOTARY PUBLIC
STATE OF WISCONSIN
(Notarial Seal)

Notary Public, Douglas
County Wisconsin
My commission expires 4/11/2026

STATE OF Wisconsin)
) ss.
COUNTY OF Douglas)

Notary Public, Douglas
County, Wisconsin
My Commission expires 7/21/2027

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
LAKE SUPERIOR COLLEGE
POSTSECONDARY ENROLLMENT OPTIONS (PSEO) BY CONTRACT
2025-2026

This contract is by and between ***Duluth Public Schools (ISD 709); 709 Portia Johnson Drive; Duluth MN 55811*** (hereinafter "SCHOOL DISTRICT") and the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of ***Lake Superior College, 2101 Trinity Road, Duluth, MN 55811*** (hereinafter "COLLEGE/UNIVERSITY"). This contract does not apply to concurrent enrollment courses.

WHEREAS, the SCHOOL DISTRICT has a need for a specific service provided by COLLEGE/UNIVERSITY in accordance with Minnesota Statutes §124D.09 and Minnesota State Board Policy 3.5 and System Procedure 3.5.1; and applicable COLLEGE/UNIVERSITY policies.

WHEREAS, the COLLEGE/UNIVERSITY, is empowered to enter into contracts pursuant to Minnesota Statutes, Chapter 136F;

NOW, THEREFORE, it is agreed:

1. DUTIES OF SCHOOL DISTRICT. The SCHOOL DISTRICT agrees to provide the following:
 - a. Perform all duties as required by the Postsecondary Enrollment Options Act (M.S. 124D.09) (<https://www.revisor.mn.gov/statutes/cite/124D.09>) and Minnesota State Board Policy 3.5 (<https://www.minnstate.edu/board/policy/305.html>) and System Procedure 3.5.1 (<https://www.minnstate.edu/board/procedure/305p1.html>)
2. DUTIES OF COLLEGE/UNIVERSITY. COLLEGE/UNIVERSITY agrees to provide the following:
 - a. Perform all duties as required by the Postsecondary Enrollment Options Act (M.S. 124D.09) (<https://www.revisor.mn.gov/statutes/cite/124D.09>) and Minnesota State Board Policy 3.5 (<https://www.minnstate.edu/board/policy/305.html>) and System Procedure 3.5.1 (<https://www.minnstate.edu/board/procedure/305p1.html>)
3. DUTIES OF COLLEGE/UNIVERSITY and SCHOOL DISTRICT. Both the SCHOOL DISTRICT and the COLLEGE/UNIVERSITY agree to:
 - a. Perform all duties as required by the Postsecondary Enrollment Options Act (M.S. 124D.09) (<https://www.revisor.mn.gov/statutes/cite/124D.09>) and Minnesota State Board Policy 3.5 (<https://www.minnstate.edu/board/policy/305.html>) and System Procedure 3.5.1 (<https://www.minnstate.edu/board/procedure/305p1.html>); and all other duties as stipulated in Attachment A.
4. CONSIDERATION AND TERMS OF PAYMENT.
 - a. Consideration for all services performed by the COLLEGE/UNIVERSITY pursuant to this contract shall be paid by the SCHOOL DISTRICT as follows:
 - i. The SCHOOL DISTRICT will be invoiced by the COLLEGE/UNIVERSITY at the current approved respective academic year rate for tuition and fees per credit hour per student. Rates can vary by courses and final approved rates will be available on the LSC

website at <https://www.lsc.edu/current-students/student-payment-office/fees/> . Below are estimated base online tuition rates and fees.

Academic Year	<i>Estimated</i> base tuition rates and fees
2025-2026	\$247.21

- ii. Textbooks and materials, as outlined by the Postsecondary Enrollment Options Act (M.S. 124D.09, Subdivision 19, required for students to complete course(s) are the financial responsibility of the SCHOOL DISTRICT.

1. See ATTACHMENT B

2. The SCHOOL DISTRICT has selected **Option #2 (LSC Store packages book orders using the student schedule....books are picked up by the students at LSC...)**

5. Terms of Payment. Payments shall be made by the SCHOOL DISTRICT as follows:

- a. Invoices will be sent by the COLLEGE/UNIVERSITY to the SCHOOL DISTRICT after October 1st for fall and February 15th for spring semester.
 - b. Payments to the COLLEGE/UNIVERSITY by the SCHOOL DISTRICT for the tuition, fees, and textbooks charge for each semester will be made within thirty (30) days of the SCHOOL DISTRICT receiving the invoice.

6. TERM OF CONTRACT. This contract shall be effective on July 1, 2025, or upon the date that the final required signature is obtained by the COLLEGE/UNIVERSITY, whichever occurs later, and shall remain in effect until June 30, 2026, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The COLLEGE/UNIVERSITY understands that NO work should begin under this contract until ALL required signatures have been obtained, and the COLLEGE/UNIVERSITY is notified to begin work by the SCHOOL DISTRICT's Authorized Representative.

This agreement is effective for the 2025-2026 Academic Years.

7. CANCELLATION. This contract may be canceled by the COLLEGE/UNIVERSITY or the SCHOOL DISTRICT at any time, with or without cause, upon thirty (30) days' written notice to the other party. Termination by the SCHOOL DISTRICT shall not become effective with respect to students then participating in the program. In the event of such a cancellation, the COLLEGE/UNIVERSITY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

8. AUTHORIZED REPRESENTATIVES.

- a. COLLEGE/UNIVERSITY'S AUTHORIZED REPRESENTATIVE. The COLLEGE'S Authorized Representative for the purposes of administration of this contract is:

Name: Stephanie Wainionpaa (or her successor)

Title: College in the Schools Director

Address: 2101 Trinity Road, Duluth MN 55811

Telephone: 218-733-5916

E-Mail: stephanie.wainionpaa@lsc.edu

- b. SCHOOL DISTRICT'S AUTHORIZED REPRESENTATIVE. The SCHOOL DISTRICT'S Authorized Representative for the purposes of administration of this contract is:

Name: John Magas (or his/her successor)
Title: Superintendent
Address: 709 Portia Johnson Drive; Duluth MN 55811
Telephone: 218-336-8752
E-Mail: superintendent@isd709.org

The SCHOOL DISTRICT'S Authorized Representative shall have final authority for acceptance of the COLLEGE/UNIVERSITY services and, if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 5, paragraph b.

9. ASSIGNMENT. The SCHOOL DISTRICT shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of the COLLEGE/UNIVERSITY.
10. LIABILITY. Each party will be responsible for its own acts and behavior and the results thereof. The COLLEGE/UNIVERSITY and the SCHOOL DISTRICT's liability is governed by the Minnesota Tort Claims, Act, Minn. Stat. § 3.736, and other applicable laws.
11. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA"). The SCHOOL DISTRICT is responsible for complying with the ADA Act, 42 U. S. C. 12101, et seq. and regulations promulgated pursuant to it for educational services it provides to its students. The COLLEGE/UNIVERSITY will inform students of support services available at COLLEGE/UNIVERSITY but IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.
12. AMENDMENTS. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.
13. GOVERNMENT DATA PRACTICES ACT. Both parties must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by either party in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by either party in accordance with this contract. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this Article by either the SCHOOL DISTRICT or the COLLEGE/UNIVERSITY. In the event either party receives a request to release the data referred to in this Article, the receiving party must immediately notify the other and receive instructions from the other party concerning the release of the data to the requesting party before the data is released.
14. JURISDICTION AND VENUE. This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
15. AUDITS. The books, records, documents, and accounting procedures and practices of either party relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor for the COLLEGE/UNIVERSITY and the State Auditor for the SCHOOL DISTRICT.

16. FORCE MAJEURE. No party to this Contract shall be responsible for any delays or failure to perform any obligation under this Contract due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties' duty to perform obligations shall be suspended.

17. OTHER PROVISIONS: Attachment A "Other Duties"

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. SCHOOL DISTRICT:

School District certifies that the appropriate person(s) have executed the contract on behalf of the School District as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature)
Title
Printed Name
Date

**2. MINNESOTA STATE COLLEGES AND UNIVERSITIES
LAKE SUPERIOR COLLEGE**

By (authorized college/university initiating agreement)
Title
Printed Name
Date

3. MINNESOTA STATE COLLEGES AND UNIVERSITIES

AS TO FORM AND EXECUTION:

By (authorized college/university initiating agreement)
Title
Printed Name
Date

ATTACHMENT A

Other Duties

Lake Superior College (LSC) Staff shall:

- Will work cooperatively and in partnership with high school personnel to process registrations, validate course competencies, and transcribe grades.
- Communicate student eligibility requirements to the school district.
- Maintain registration, waiver, and grade records for all completed LSC classes.
- Provide to PSEO students and partners access to online information to include information on LSC's student conduct code, academic and student support services, registration policies, transcript requests, and more.
- Communicate with high school regarding student progress if "early alert" is submitted.
- Provide unofficial transcripts to high school once final grades are posted

High School Staff and Administrators shall:

- Ensure students meet minimum PSEO eligibility requirements as stated in Lake Superior College policy 3.5: <https://www.lsc.edu/policies/3-5-post-secondary-enrollment-option/>
- Notify parents/students of course offerings and student eligibility.
- Collaborate with LSC staff to administer Accuplacer test to potential PSEO students and/or provide relevant test scores or GPA to assure compliance with PSEO eligibility requirements.
- Ensure completion of PSEO registration forms
- Agree to terms of the PSEO policy for add/drop and withdrawals.
- Contact LSC staff for withdrawals in accordance with LSC policy.
- Collaborate with LSC to ensure participating students are informed of course start and end dates as they are different than the high school calendar.
- To the extent possible, provide counseling services to students and their parents or guardian before students enroll in PSEO courses to ensure students and their parents/guardians are fully aware of the risks and possible consequences of enrolling in college level courses
- Provide PSEO students with reasonable access during regular school hours to a computer and other technology resources that the student needs to complete coursework for any online postsecondary enrollment course.

ATTACHMENT B

Lake Superior College (LSC) PSEO by contract Book Process

Under the contract, the books are the property of the High School.

High Schools may choose one option listed below to use for book purchases. Each school contract will state the option chosen by the High School.

PSEO book options for High Schools:

1. High School representative orders all books using the LSC Store online ordering system using the High School id number. Shipping is paid for by the High School and the High School distributes all books to students. Schools may opt to pick up the order at the LSC Store by stating that option as a comment in the order and giving the Store a 48-hour notice before pickup.
 - Online ordering opens approximately 30 days prior to LSC semester start
 - Allow up to 7 days for shipping

OR

2. LSC Store packages book orders using the student schedule provided by the PSEO advisor. Students are emailed by the LSC Store when their order is ready for pickup. Books are picked up by the students at LSC. *
** Students living more than 25 miles from the campus, or with another special circumstance, may opt to request their books be shipped to them by sending an email to lsc_bookstore@lsc.edu. Students choosing this option will be responsible to pay for the shipping cost.*
(Option 2 is the method used by all state billed PSEO).

Lists of books sent/given to students are available upon request with the LSC Store by emailing lsc_bookstore@lsc.edu.

Under either option, if High Schools receive books they do not need they can return any of the newly received books to LSC. Returns are due back to the store **no later than five weeks** after the LSC semester starts. Books must be in the same condition as when sent to the schools.

At the end of each semester:

The High School paid for and owns the books. Each High School can decide how, or if, they want to process returns to the High School. **Books may not be returned to LSC.**

- High Schools may opt to hold on to the books for possible future use.
- There is an online buy back option available all the time at:
<https://onlinebuyback.mbsbooks.com/index.php?jde=2745>.

****There is no guarantee that book buyback, or future use, will be available for any book. ****

July 7, 2025

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Kaitlyn Blaisdell	Duluth Public Schools	5/28/2025

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glöckle
Principal

Kathleen Wilson
Sr. Clerical
Area Learning Center

June23, 2025

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Caleb Lewis	Duluth Public Schools	5/29/2025

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glöckle
Principal

Kathleen Wilson
Sr. Clerical
Area Learning Center

MEMORANDUM

TO: Curriculum Dept.
FROM: Angie Frank, Adult Diploma Program
SUBJECT: High School Diploma
DATE: 7/3/2025

The following student completed all requirements for graduation from I.S.D. 709 via the Adult Diploma Program and requests their Duluth Public Schools diploma, dated:

Kaitlyn Thompson

7/3/2025

July 22, 2025

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Morgan Franzen	Duluth Public Schools	7/22/2025

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glöckle
Principal

Kathleen Wilson
Sr. Clerical
Area Learning Center

MEMORANDUM

TO: Curriculum Dept.
FROM: Angie Frank, Adult Diploma Program
SUBJECT: High School Diploma
DATE: 7/28/2025

The following student completed all requirements for graduation from I.S.D. 709 via the Adult Diploma Program and requests their Duluth Public Schools diploma, dated:

Latasha Hodges

7/28/2025

August 6, 2025

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Alexis Launderville	Duluth Public Schools	8/6/2025

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glöckle
Principal

Kathleen Wilson
Sr. Clerical
Area Learning Center

512 SCHOOL-SPONSORED STUDENT PUBLICATIONS AND ACTIVITIES

I. PURPOSE

The purpose of this policy is to protect students' rights to free speech in production of school-sponsored media and activities while at the same time balancing the school district's role in supervising student publications and the operation of public schools.

II. GENERAL STATEMENT OF POLICY

- A. Expressions and representations made by students in school-sponsored publications and activities are not expressions of official school district policy. Faculty advisors shall supervise student writers to ensure compliance with the law and school district policies.
- B. Students who believe their right to free expression has been unreasonably restricted in school-sponsored media or activity may seek review of the decision by the building principal. The principal shall issue a decision no later than three (3) school days after review is requested.
 - 1. Students producing school-sponsored media and activities shall be under the supervision of a faculty advisor and the school principal. School-sponsored media and activities shall be subject to the guidelines set forth below.
 - 2. School-sponsored media may be distributed at reasonable times and locations.

III. DEFINITIONS

- A. "Distribution" means circulation or dissemination of material by means of handing out free copies, selling or offering copies for sale, accepting donations for copies, posting, or displaying material, or placing materials in internal staff or student mailboxes.
- B. "Material and substantial disruption" of a normal school activity means:
 - 1. Where the normal school activity is an educational program of the school district for which student attendance is compulsory, "material and substantial disruption" is defined as any disruption which interferes with or impedes the implementation of that program.
 - 2. Where the normal school activity is voluntary in nature (including, without limitation, school athletic events, school plays and concerts, and lunch periods) "material and substantial disruption" is defined as student rioting, unlawful seizures of property, conduct inappropriate to the event, participation in a school boycott, demonstration, sit-in, stand-in, walk-out, or other related forms of activity.

In order for expression to be considered disruptive, there must exist specific facts upon which the likelihood of disruption can be forecast, including past experience in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption relating to the written material in question.
- C. "Minor" means any person under the age of eighteen (18).
- D. "Obscene to minors" means:
 - 1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;

2. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, or lewd exhibition of the genitals; and
 3. The material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.
- E. "School activities" means any activity of students sponsored by the school including, but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays and other theatrical productions, and in-school lunch periods.
- F. "School-sponsored media" means material that is:
1. prepared, wholly or substantially written, published, broadcast, or otherwise disseminated by a student journalist enrolled in the school district;
 2. distributed or generally made available to students in the school; and
 3. prepared by a student journalist under the supervision of a student media adviser.
- School-sponsored media does not include material prepared solely for distribution or transmission in the classroom in which the material is produced, or a yearbook.
- G. "Student journalist" means a school district student in grades 6 through 12 who gathers, compiles, writes, edits, photographs, records, or otherwise prepares information for dissemination in school-sponsored media.
- H. "Student media adviser" means a qualified teacher, as defined in Minnesota Statutes, section 122A.16, that the school district employs, appoints, or designates to supervise student journalists or provide instruction relating to school-sponsored media.

IV. GUIDELINES

- A. Except as provided in paragraph B below, a student journalist has the right to exercise freedom of speech and freedom of the press in school-sponsored media regardless of whether the school-sponsored media receives financial support from the school or district, uses school equipment or facilities in its production, or is produced as part of a class or course in which the student journalist is enrolled. Freedom of speech includes freedom to express political viewpoints. Consistent with paragraph B below, a student journalist has the right to determine the news, opinion, feature, and advertising content of school-sponsored media. The school district must not discipline a student journalist for exercising rights or freedoms under this paragraph or the First Amendment of the United States Constitution.
- B. Student expression in school-sponsored media, a yearbook, or school-sponsored activity is prohibited when the material:
1. is obscene to minors;
 2. is defamatory;
 3. is profane, harassing, threatening, or intimidating;

4. constitutes an unwarranted invasion of privacy;
 5. violates federal or state law;
 6. causes a material and substantial disruption of school activities;
 7. is directed to inciting or producing imminent lawless action on school premises or the violation of lawful school policies or rules, including a policy adopted in accordance with Minnesota Statutes, section 121A.03 or 121A.031;
 8. advertises or promotes any product or service not permitted for minors by law;
 9. advocates sexual, racial, or religious harassment or violence or prejudice; or
 10. is distributed or displayed in violation of time, place, and manner regulations.
- C. The school district must not retaliate or take adverse employment action against a student media adviser for supporting a student journalist exercising rights or freedoms under paragraph A above or the First Amendment of the United States Constitution.
- D. Notwithstanding the rights or freedoms of this Article or the First Amendment of the United States Constitution, nothing in this Article inhibits a student media adviser from teaching professional standards of English and journalism to student journalists.

These professional standards may include, but are not limited to, the following:

1. assuring that participants learn whatever lessons the activity is designed to teach;
 2. assuring that readers or listeners are not exposed to material that may be inappropriate for their level of maturity;
 3. assuring that the views of the individual speaker are not erroneously attributed to the school;
 4. assuring that the school is not associated with any position other than neutrality on matters of political controversy;
 5. assuring that the sponsored student speech cannot reasonably be perceived to advocate conduct otherwise inconsistent with the shared values of a civilized social order;
 6. assuring that the school is not associated with expression that is, for example, ungrammatical, poorly written, inadequately researched, biased or prejudiced, vulgar or profane, or unsuitable for immature audiences.
- E. Time, Place, and Manner of Distribution

Students shall be permitted to distribute written materials at school as follows:

1. Time

Distribution shall be limited to the hours before the school day begins, during lunch hour and after school is dismissed.

2. Place

Written materials may be distributed in locations so as not to interfere with the normal flow of traffic within the school hallways, walkways, entry ways, and parking lots. Distribution shall not impede entrance to or exit from school premises in any way.

3. Manner

No one shall induce or coerce a student or staff member to accept a student publication.

V. POSTING

The school district must adopt a student journalist policy consistent with Minnesota Statutes, section 121A.80 and post it on the district website.

Legal References: U. S. Const., amend. I
Morse v. Frederick, 551 U.S. 393 (2007)
Hazelwood School District v. Kuhlmeier, 484 U.S. 260 (1988)
Bystrom v. Fridley High School, I.S.D. No. 14, 822 F. 2d 747 (8th Cir. 1987)
Minn. Stat. § 121A.03 (Model Policy)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 121A.80 (Student Journalism; Student Expression)

Cross References: Policy 505 (Distribution of Non-school-Sponsored Materials on School Premises by Students and Employees)
Policy 506 (Student Discipline)
Policy 904 (Distribution of Materials on School District Property by Non-school Persons)

First Reading: 06.10.2025
Second Reading:

Adopted: _____

MSBA/MASA Model Policy
512

Revised: _____

Orig. 1995
Rev. 2024

512 SCHOOL-SPONSORED STUDENT PUBLICATIONS AND ACTIVITIES

I. PURPOSE

The purpose of this policy is to protect students' rights to free speech in production of school-sponsored media and activities while at the same time balancing the school district's role in supervising student publications and the operation of public schools.

II. GENERAL STATEMENT OF POLICY

- A. Expressions and representations made by students in school-sponsored publications and activities are not expressions of official school district policy. Faculty advisors shall supervise student writers to ensure compliance with the law and school district policies.
- B. Students who believe their right to free expression has been unreasonably restricted in school-sponsored media or activity may seek review of the decision by the building principal. The principal shall issue a decision no later than three (3) school days after review is requested.
 - 1. Students producing school-sponsored media and activities shall be under the supervision of a faculty advisor and the school principal. School-sponsored media and activities shall be subject to the guidelines set forth below.
 - 2. School-sponsored media may be distributed at reasonable times and locations.

III. DEFINITIONS

- A. "Distribution" means circulation or dissemination of material by means of handing out free copies, selling or offering copies for sale, accepting donations for copies, posting, or displaying material, or placing materials in internal staff or student mailboxes.
- B. "Material and substantial disruption" of a normal school activity means:
 - 1. Where the normal school activity is an educational program of the school district for which student attendance is compulsory, "material and substantial disruption" is defined as any disruption which interferes with or impedes the implementation of that program.
 - 2. Where the normal school activity is voluntary in nature (including, without limitation, school athletic events, school plays and concerts, and lunch periods) "material and substantial disruption" is defined as student rioting, unlawful seizures of property, conduct inappropriate to the event, participation in a school boycott, demonstration, sit-in, stand-in, walk-out, or other related forms of activity.

In order for expression to be considered disruptive, there must exist specific facts upon which the likelihood of disruption can be forecast, including past experience in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption relating to the written material in question.

- C. "Minor" means any person under the age of eighteen (18).

- D. "Obscene to minors" means:
1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;
 2. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, or lewd exhibition of the genitals; and
 3. The material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.
- E. "School activities" means any activity of students sponsored by the school including, but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays and other theatrical productions, and in-school lunch periods.
- F. "School-sponsored media" means material that is:
1. prepared, wholly or substantially written, published, broadcast, or otherwise disseminated by a student journalist enrolled in the school district;
 2. distributed or generally made available to students in the school; and
 3. prepared by a student journalist under the supervision of a student media adviser.
- School-sponsored media does not include material prepared solely for distribution or transmission in the classroom in which the material is produced, or a yearbook.
- G. "Student journalist" means a school district student in grades 6 through 12 who gathers, compiles, writes, edits, photographs, records, or otherwise prepares information for dissemination in school-sponsored media.
- H. "Student media adviser" means a qualified teacher, as defined in Minnesota Statutes, section 122A.16, that the school district employs, appoints, or designates to supervise student journalists or provide instruction relating to school-sponsored media.

IV. GUIDELINES

- A. Except as provided in paragraph B below, a student journalist has the right to exercise freedom of speech and freedom of the press in school-sponsored media regardless of whether the school-sponsored media receives financial support from the school or district, uses school equipment or facilities in its production, or is produced as part of a class or course in which the student journalist is enrolled. Freedom of speech includes freedom to express political viewpoints. Consistent with paragraph B below, a student journalist has the right to determine the news, opinion, feature, and advertising content of school-sponsored media. The school district must not discipline a student journalist for exercising rights or freedoms under this paragraph or the First Amendment of the United States Constitution.
- B. Student expression in school-sponsored media, a yearbook, or school-sponsored activity is prohibited when the material:

1. is obscene to minors;
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 3. is profane, harassing, threatening, or intimidating;
 4. constitutes an unwarranted invasion of privacy;
 5. violates federal or state law;
 6. causes a material and substantial disruption of school activities;
 7. is directed to inciting or producing imminent lawless action on school premises or the violation of lawful school policies or rules, including a policy adopted in accordance with Minnesota Statutes, section 121A.03 or 121A.031;
 8. advertises or promotes any product or service not permitted for minors by law;
 9. advocates sexual, racial, or religious harassment or violence or prejudice; or
 10. is distributed or displayed in violation of time, place, and manner regulations.
- C. The school district must not retaliate or take adverse employment action against a student media adviser for supporting a student journalist exercising rights or freedoms under paragraph A above or the First Amendment of the United States Constitution.
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These professional standards may include, but are not limited to, the following:

1. assuring that participants learn whatever lessons the activity is designed to teach;
 2. assuring that readers or listeners are not exposed to material that may be inappropriate for their level of maturity;
 3. assuring that the views of the individual speaker are not erroneously attributed to the school;
 4. assuring that the school is not associated with any position other than neutrality on matters of political controversy;
 5. assuring that the sponsored student speech cannot reasonably be perceived to advocate conduct otherwise inconsistent with the shared values of a civilized social order;
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Cross References: Policy 505 (Distribution of Non-school-Sponsored Materials on School Premises by Students and Employees)
Policy 506 (Student Discipline)
Policy 904 (Distribution of Materials on School District Property by Non-school Persons)

~~5080 STUDENT EXPRESSION OF OPINION~~

~~Students, as any other citizens, have the right to express their opinion. Historically, the school has been a place for the exchange of ideas and the dissemination of information; consequently, the schools should provide all possible opportunities for students to discuss issues and to express their opinions on school policies, programs of studies, and areas of public concern. Such discussions should be carried on in an atmosphere of mutual respect with all points of view having equal opportunity to be presented.~~

~~Although students have the right to express opinions, to make suggestions to school administrators and faculty, and to be heard in the setting up of rules of conduct, until changes are made, they must follow the established rules and policies of the school. Any outside person who interferes with the normal functioning of the school or who engages in any unauthorized activity on school property shall be asked to leave, and if he refuses to do so, the school administrator or teacher in charge shall request his removal by law enforcement officers.~~

~~Adopted: 06-09-1970 ISD-709~~

~~Revised: 0-6-20-1995 ISD-709~~

Duluth Public Schools ISD 709 | 215 N First Avenue East | Duluth, MN 55802 | (218) 336-8752

1005 COMMUNICATION WITH THE PUBLIC

The School Board will maintain a continuing information program for compiling and distributing news of events, noteworthy facts, statistics, plans and forecasts in the interest of an on-going development of adequate public support. The School Board will utilize various means for enabling the community to make its desires known, and to inform the community of its plans and actions. Relative to various specific topics and/or issues, the School Board will appoint citizens' advisory committees.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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~~Adopted: 06-09-1970 ISD-709~~

Revised: 06-20-1995 ISD-709

1010 COMMUNICATION RELEASES

All news items relating to School District reports, needs, and planning will be released and coordinated through the Superintendent's office.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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~~All news items relating to School District reports, needs, and planning will be released and coordinated through the Superintendent's office.~~

~~Adopted: 06-09-1970 ISD 709~~

~~Revised: 06-20-1995 ISD 709~~

1015 SCHOOL COMMUNICATIONS

The local school principal and school staff are responsible for establishing lines of communication with their parents/guardians of enrolled students and other community members relative to:

1. Curriculum
2. Instructional activities
3. Educational innovations
4. Special events
5. Building/remodeling programs
6. Extra-curricular activities
7. Accomplishments of students
8. Accomplishments of staff
9. Student grades (progress)
10. Student attendance

The use of electronic means to accomplish 1-10 is expected.

The various student publications supervised by the principal and paid for by the individual schools are not regarded as an official or appropriate medium for the interpretation of School Board and administrative policies.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995

06-21-2005 ISD 709

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~~Adopted: 06-09-1970 ISD 709~~

~~Revised: 06-20-1995~~

~~06-21-2005 ISD 709~~

1040 STUDENT APPEARANCES, INTERVIEWS AND PERFORMANCES

In the interest of cooperating with the media relative to the involvement of students, principals shall determine the appropriateness of student involvements, keeping in mind the basic objective of the school is the education of boys and girls. Principals may consult with the Superintendent or Director of Curriculum, Instruction & Assessment when making decisions on specific media requests.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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~~Adopted: 06-09-1970 ISD 709~~

~~Revised: 06-20-1995 ISD 709~~

1045 SCHOOL DISTRICT MEETINGS

All meetings of school administrators, teaching staff, or students may be considered as possible subject matter for reports by the mass media or for attendance by interested citizens. The following provisions are made:

1. Citizen participation or media coverage must not be disruptive of the meetings.
2. Available space must be assigned first to those individuals directly involved in the business of the meeting; in the event of unusual public interest, those in charge of the meeting should make reasonable efforts to hold it in a room of adequate size to accommodate the press and public.
3. Any committee meeting involving individual disciplinary action may be closed to the press and the public.
4. Information which might adversely affect the School Board's financial position (for example, the announcement of a site selection on which negotiations are in progress) may be withheld from the public for a reasonable period of time.
5. The presence of press or public at any school meeting does not imply their right to participation in the meeting, but only the right to observe and to offer comments or questions only upon invitation.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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~~Adopted: 06-09-1970 ISD 709~~

~~Revised: 06-20-1995 ISD 709~~

1055 RESPONSIBILITIES OF SCHOOL PERSONNEL

The Superintendent is responsible for interpreting School Board policies to the staff and to the public. He/she will utilize the School District's administrative staff to develop an active and comprehensive informational program. Teachers and other staff members are expected to exercise restraint when discussing school matters with non-school acquaintances; casual opinions may be accepted as factual information. Questions on areas of unusual importance or sensitivity in school-community relations may be shared directly with the Superintendent or through other members of the administrative staff.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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~~Adopted: 06-09-1970 ISD 709~~

~~Revised: 06-20-1995 ISD 709~~

1060 PARTICIPATION BY THE PUBLIC

The School Board shall encourage the involvement of citizens, both as individuals and as groups, to act as advisors and resource people in the following manners:

1. In the development of broad policy statements.
2. In the development of administrative regulations and procedures to implement policies.
3. In the development of objectives for courses of study.
4. In the evaluation of educational programs.
5. In situations where the specific talents of the lay person complement the instructional services of the teachers.
6. In solving specific problems.
7. In serving as advisory persons to curriculum development projects.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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- ~~7. In serving as advisory persons to curriculum development projects.~~

~~Adopted: 06-09-1970 ISD 709~~

~~Revised: 06-20-1995 ISD 709~~

1065 PARENT-TEACHER-STUDENT ASSOCIATIONS

The purposes of the PTSA as endorsed by the School Board are as follows:

1. To promote the welfare of children and youth in home, school, church and community.
2. To raise the standards of home life.
3. To secure adequate laws for the care and protection of children and youth.
4. To bring into close relation the home and school such that parents and teachers may cooperate intelligently in the training of the child.
5. To develop between educators and the general public such united efforts as will secure for every child the highest advantages in physical, mental, social, and spiritual education.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

~~1065 — PARENT-TEACHER-STUDENT ASSOCIATIONS~~

~~The purposes of the PTSA as endorsed by the School Board are as follows:~~

- ~~1. To promote the welfare of children and youth in home, school, church and community.~~
- ~~2. To raise the standards of home life.~~
- ~~3. To secure adequate laws for the care and protection of children and youth.~~
- ~~4. To bring into close relation the home and school such that parents and teachers may cooperate intelligently in the training of the child.~~
- ~~5. To develop between educators and the general public such united efforts as will secure for every child the highest advantages in physical, mental, social, and spiritual education.~~

~~Adopted: — 06-09-1970 ISD-709~~

~~Revised: — 06-20-1995 ISD-709~~

1070 CITIZENS' ADVISORY COMMITTEES

Advisory committees should be appointed only when there is a definite function to be performed, and this function will be communicated to the committee in writing when it is appointed. The School Board shall have the sole power to dissolve any of its advisory committees and shall reserve the right to exercise this power at any time during the life of any committee. Specific topics for study or well-defined areas of activity shall be assigned in writing to each committee immediately following its appointment.

Each committee shall be instructed as to:

1. The length of time each member is being asked to serve.
2. The service the School Board wishes it to render.
3. The resources the School Board intends to provide to help it complete its job.
4. The approximate dates of which the School Board wishes it to submit reports.
5. The time and place of the first meeting.
6. The School Board policies governing citizens' committees.
7. Its relationships with the School Board as a whole, with individual School Board members, with the Superintendent, and with other members of the professional staff.
8. The approximate date on which the School Board wishes to dissolve the committee.
9. Who will serve as a liaison between the committee and the School Board.

All appointments of citizens to advisory committees for the School Board shall be made by the School Board.

All appointments of staff members to citizens' advisory committees for the School Board shall be made by the Superintendent with the approval of the School Board. Staff members shall constitute a minority of any citizens' advisory committee.

School Board members shall not be official members of advisory committees but may visit sessions of committees as ex officio.

The Superintendent may appoint a staff member to assist each advisory committee; such committee assistants shall be responsible to the Superintendent.

Expenditures of School District funds and the use of School District supplies, equipment, and personnel shall be carried out only upon prior approval of the Superintendent.

When a citizens' advisory committee is ready to submit its final report, the School Board shall arrange a joint meeting for the purpose of receiving the report.

The School Board shall see that the public is made aware of the services rendered by citizens' advisory committees and that the public is informed of all conclusions and recommendations made by such committees.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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~~Adopted: 06-09-1970 ISD-709~~

~~Revised: 06-20-1995 ISD-709~~

1075 SCHOOL-CONNECTED ORGANIZATIONS

In schools where the staff deems it advisable to organize support groups of parents to promote special activities, such groups may be organized under the general guidance of the principal. Such organizations shall have their purposes and objectives clearly stated in writing and all funds raised and expended must be accurately accounted for.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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~~Adopted: 06-09-1970 ISD 709~~

~~Revised: 06-20-1995 ISD 709~~

1085 PUBLIC ACTIVITIES INVOLVING STAFF, STUDENTS, OR SCHOOL FACILITIES

It is the School Board's position that all employees should seek opportunities in the community to represent the School District accurately to members of the community. When School District personnel are asked to recommend someone to perform a professional service, they should take the position that it is inappropriate for them to do so. Instead, the employee should direct the person making the request to the proper professional association.

Adopted: 06-09-1970 ISD 709
Revised: 06-20-1995
02-15-2000 ISD 709

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~~Adopted: 06-09-1970 ISD-709~~

~~Revised: 06-20-1995~~

~~02-15-2000 ISD-709~~

1095 GIFTS TO SCHOOL PERSONNEL

School employees may not receive any commission, expense-paid trips, or gifts from individuals or companies who sell equipment, materials, or services required in the operation of the schools or other facilities of the School District.

Students and parents are discouraged in the presenting of gifts to School District employees; instead, the School Board recommends that expressions of appreciation to employees be made via letters to the employees expressing gratitude.

The School Board considers as appropriate the presentation of token gifts to retiring employees who have rendered outstanding service and who have earned the high regard of other staff members and the community.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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~~Adopted: — 06-09-1970 ISD-709~~

~~Revised: — 06-20-1995 ISD-709~~

1105 CONTESTS FOR STUDENTS

The primary educational aims of the schools and the needs and interests of their pupils must be the first consideration at all times. Any contest in which student participation is authorized should be:

1. One that supplements or complements and does not unduly interfere with the regular school program.
2. One that is beneficial to youth in educational, civic, social, or ethical development.
3. One that makes it possible for individual students to work out contributions by their own efforts and does not invite dishonest collaboration.
4. One whose subject is not commercial, controversial, sectarian, or concerned with propaganda. It must emphasize high moral standards, good citizenship, and intellectual competence.
5. One from which no contestant should be excluded because of race, color, creed, gender, or payment of entry fee.
6. One which does not place an undue burden on students, teachers, or the school, nor require frequent or lengthy absence of participants from the school.
7. One sponsored by an organization engaged in a creditable or acceptable enterprise regardless of kind or amount or prizes offered and must not use the contest or activity as a "front" for advertising a company name or product.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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~~Adopted:—06-09-1970 ISD 709~~

~~Revised:—06-20-1995 ISD 709~~

1110 GIFTS TO STUDENTS

Trophies, prizes, or awards to students from persons or organizations not connected with the schools must be approved by the School Board.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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~~Adopted: — 06-09-1970 — ISD-709~~

~~Revised: — 06-20-1995 — ISD-709~~

1115 SOLICITING FUNDS FROM STUDENTS

Except for the United Way, fund-raising drives are not to be conducted among the school children by non-school agencies or for non-school activities.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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~~Adopted: 06-09-1970 ISD-709~~

~~Revised: 06-20-1995 ISD-709~~

1120 SALE OF TICKETS

Sale of tickets to activities sponsored by the schools shall be authorized and supervised by the principal and the teacher-sponsor of the activity.

Tickets to events sponsored by non-school agencies shall not be sold in any school.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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~~Adopted: 06-09-1970 ISD-709~~

~~Revised: 06-20-1995 ISD-709~~

1125 SOLICITING OF STAFF AND STUDENTS

The services of school personnel or students may not be solicited during school hours or on school property in connection with any advertising or promotional venture of a commercial nature.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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~~Adopted: 06-09-1970 ISD-709~~

~~Revised: 06-20-1995 ISD-709~~

1135 LIMITED PUBLIC FORUMS IN SCHOOL FACILITIES

The School District through its facilities utilization policy recognizes that it does provide space for "limited public forums" as defined in the Federal Equal Access Act. Therefore, secondary school administrators shall make space available for student forums for the purpose of affording a fair opportunity to students who wish to conduct meetings in the schools provided:

1. The request for space is student initiated.
2. That such forums are not under the direction, control, or conducted or regularly attended by non-school personnel.
3. Such meetings do not materially or substantially interfere with the orderly conduct of regular school activities.
4. That student attendance at such meetings is voluntary and student initiated.
5. or agents of the School District may be present if assigned to monitoring duties or if invited by the group holding the meeting.

In determining whether or not such meetings materially or substantially interfere with the orderly conduct of school activities, administrators shall inquire as to the makeup of the group, the expected attendance, and the content of the meeting(s) and shall not approve the use of the facility if it appears that the meeting may result in or lead to property damage, the commission or encouragement of illegal acts or may otherwise pose a threat to the school system or the public good.

Further, it is not the intent of the School Board by this policy to:

1. Influence the content of any prayer or other religious activity.
2. Require any person to participate in prayer or other religious activity.
3. Provide public financial support of such activities other than costs associated with providing space for the student meetings and allocations of staffing for monitoring the activity.
4. Compel school employees to attend any meeting if the content of the speech at the meeting is contrary to the belief(s) of the employee.
5. Sanction meetings which are otherwise unlawful.
6. Promote pupil attendance at such meetings by allowing any announcements on the public address system or poster announcements that exceed a simple announcement of the day, time, and location of the meeting.

Facility use permits may be issued to any size group for non-school day hours (generally 6:00 a.m. to 8:15 a.m. or 3:30 p.m. to 6:00 p.m.) with the only other limitation being the adequacy of available facilities to meet the needs of large groups. Students shall apply for a "Use Permit" in the office of the school principal. All other "Use Permit" requests are to be processed by the Community Education Office.

Issuance of a "Use Permit" is not to be interpreted as School District endorsement, sponsorship, or approval of matters advocated or discussed at the meetings.

Nothing in this policy shall prevent school personnel from initiating activities (of a traditional or historical extra-curricular nature) which require use of school space as long as there is no requirement for student participation.

Adopted: 06-09-1970 ISD 709
Revised: 09-26-1972
07-18-1978
08-10-1982
12-11-1984

06-20-1995 ISD 709

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~~12-11-1984~~

~~06-20-1995 ISD 709~~

1145 RELATIONS BETWEEN THE SCHOOL DISTRICT AND OTHER GOVERNMENTAL AGENCIES

The Superintendent shall deploy staff time for maximum effectiveness in dealing with the other branches of government and to assign specific responsibilities to staff members whenever necessary. The Superintendent will report to the School Board any instances in which emerging contingencies require consideration of additional staff time to meet the needs of liaison with the various local, state, and federal agencies.

The Duluth Public Schools shall cooperate with the health department, welfare agencies, county schools, state government, federal government, and the various area, state, regional, and national associations and schools.

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~~Adopted: — 06-09-1970 ISD 709~~

1160 FIRE DEPARTMENT RELATIONSHIP

It shall be the responsibility of each building principal to cooperate with the local fire department. At least once a year all schools will be checked by the Fire Marshal's office and a report sent to the principals who will, in turn, advise the Superintendent of needed improvements identified by the Fire Marshal.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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~~Adopted: 06-09-1970 ISD-709~~

~~Revised: 06-20-1995 ISD-709~~

Monthly Committee of the Whole Board Meeting

Duluth Public Schools, ISD 709

Agenda

Thursday, August 7, 2025

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

4:30 PM

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **AGENDA ITEMS**

A. Strategic Plan Alignment

1) Advancing Equity - N/A

2) Supporting Every Student - N/A

3) Improving Systems

a. 25-26 Progress Monitoring Calendar Overview

2

b. Board Discussion on Committee of the Whole Format

3

B. Budget Update

C. Other

4. **ADJOURN**

COW Agenda Cover Sheet

Meeting Date: August 7, 2025

Topic: 25-26 Progress Monitoring Calendar Overview

Presenter(s): John Magas and Anthony Bonds

Attachment: N/A

Brief Summary of Presentation or Topic (no more than a few sentences):

Review/Discussion on the Progress Monitoring Calendar for upcoming 2025-26 School Year

This Requires School Board Approval : No

COW Agenda Cover Sheet

Meeting Date: August 7, 2025

Topic: Board Discussion on Committee of the Whole Format

Presenter(s): John Magas and Anthony Bonds

Attachment: N/A

Brief Summary of Presentation or Topic (no more than a few sentences):

Discussion on the format of the Committee of the Whole

This Requires School Board Approval : No

Policy Committee Meeting
Duluth Public Schools, ISD 709
Agenda
Thursday, August 14, 2025
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
2:30 PM

1. **AGENDA ITEMS**
2. **POLICIES FOR FIRST READING - None**
3. **POLICIES FOR SECOND READING**
 - A. 512 School Sponsored Student Publications and Activities (replacing 5080 Student Expression of Opinion) 2
4. **POLICIES TO BE CONSIDERED FOR DELETION**
 - A. 1000 Series 12
5. **REGULATIONS - Informational - None**
6. **OTHER**
 - A. MSBA Policies that were adopted/updated/reviewed between 07.01.24 - 06.30.25 55

512 SCHOOL-SPONSORED STUDENT PUBLICATIONS AND ACTIVITIES

I. PURPOSE

The purpose of this policy is to protect students' rights to free speech in production of school-sponsored media and activities while at the same time balancing the school district's role in supervising student publications and the operation of public schools.

II. GENERAL STATEMENT OF POLICY

- A. Expressions and representations made by students in school-sponsored publications and activities are not expressions of official school district policy. Faculty advisors shall supervise student writers to ensure compliance with the law and school district policies.
- B. Students who believe their right to free expression has been unreasonably restricted in school-sponsored media or activity may seek review of the decision by the building principal. The principal shall issue a decision no later than three (3) school days after review is requested.
 - 1. Students producing school-sponsored media and activities shall be under the supervision of a faculty advisor and the school principal. School-sponsored media and activities shall be subject to the guidelines set forth below.
 - 2. School-sponsored media may be distributed at reasonable times and locations.

III. DEFINITIONS

- A. "Distribution" means circulation or dissemination of material by means of handing out free copies, selling or offering copies for sale, accepting donations for copies, posting, or displaying material, or placing materials in internal staff or student mailboxes.
- B. "Material and substantial disruption" of a normal school activity means:
 - 1. Where the normal school activity is an educational program of the school district for which student attendance is compulsory, "material and substantial disruption" is defined as any disruption which interferes with or impedes the implementation of that program.
 - 2. Where the normal school activity is voluntary in nature (including, without limitation, school athletic events, school plays and concerts, and lunch periods) "material and substantial disruption" is defined as student rioting, unlawful seizures of property, conduct inappropriate to the event, participation in a school boycott, demonstration, sit-in, stand-in, walk-out, or other related forms of activity.

In order for expression to be considered disruptive, there must exist specific facts upon which the likelihood of disruption can be forecast, including past experience in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption relating to the written material in question.
- C. "Minor" means any person under the age of eighteen (18).
- D. "Obscene to minors" means:
 - 1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;

2. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, or lewd exhibition of the genitals; and
 3. The material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.
- E. "School activities" means any activity of students sponsored by the school including, but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays and other theatrical productions, and in-school lunch periods.
- F. "School-sponsored media" means material that is:
1. prepared, wholly or substantially written, published, broadcast, or otherwise disseminated by a student journalist enrolled in the school district;
 2. distributed or generally made available to students in the school; and
 3. prepared by a student journalist under the supervision of a student media adviser.
- School-sponsored media does not include material prepared solely for distribution or transmission in the classroom in which the material is produced, or a yearbook.
- G. "Student journalist" means a school district student in grades 6 through 12 who gathers, compiles, writes, edits, photographs, records, or otherwise prepares information for dissemination in school-sponsored media.
- H. "Student media adviser" means a qualified teacher, as defined in Minnesota Statutes, section 122A.16, that the school district employs, appoints, or designates to supervise student journalists or provide instruction relating to school-sponsored media.

IV. GUIDELINES

- A. Except as provided in paragraph B below, a student journalist has the right to exercise freedom of speech and freedom of the press in school-sponsored media regardless of whether the school-sponsored media receives financial support from the school or district, uses school equipment or facilities in its production, or is produced as part of a class or course in which the student journalist is enrolled. Freedom of speech includes freedom to express political viewpoints. Consistent with paragraph B below, a student journalist has the right to determine the news, opinion, feature, and advertising content of school-sponsored media. The school district must not discipline a student journalist for exercising rights or freedoms under this paragraph or the First Amendment of the United States Constitution.
- B. Student expression in school-sponsored media, a yearbook, or school-sponsored activity is prohibited when the material:
1. is obscene to minors;
 2. is defamatory;
 3. is profane, harassing, threatening, or intimidating;

4. constitutes an unwarranted invasion of privacy;
 5. violates federal or state law;
 6. causes a material and substantial disruption of school activities;
 7. is directed to inciting or producing imminent lawless action on school premises or the violation of lawful school policies or rules, including a policy adopted in accordance with Minnesota Statutes, section 121A.03 or 121A.031;
 8. advertises or promotes any product or service not permitted for minors by law;
 9. advocates sexual, racial, or religious harassment or violence or prejudice; or
 10. is distributed or displayed in violation of time, place, and manner regulations.
- C. The school district must not retaliate or take adverse employment action against a student media adviser for supporting a student journalist exercising rights or freedoms under paragraph A above or the First Amendment of the United States Constitution.
- D. Notwithstanding the rights or freedoms of this Article or the First Amendment of the United States Constitution, nothing in this Article inhibits a student media adviser from teaching professional standards of English and journalism to student journalists.

These professional standards may include, but are not limited to, the following:

1. assuring that participants learn whatever lessons the activity is designed to teach;
 2. assuring that readers or listeners are not exposed to material that may be inappropriate for their level of maturity;
 3. assuring that the views of the individual speaker are not erroneously attributed to the school;
 4. assuring that the school is not associated with any position other than neutrality on matters of political controversy;
 5. assuring that the sponsored student speech cannot reasonably be perceived to advocate conduct otherwise inconsistent with the shared values of a civilized social order;
 6. assuring that the school is not associated with expression that is, for example, ungrammatical, poorly written, inadequately researched, biased or prejudiced, vulgar or profane, or unsuitable for immature audiences.
- E. Time, Place, and Manner of Distribution

Students shall be permitted to distribute written materials at school as follows:

1. Time

Distribution shall be limited to the hours before the school day begins, during lunch hour and after school is dismissed.

2. Place

Written materials may be distributed in locations so as not to interfere with the normal flow of traffic within the school hallways, walkways, entry ways, and parking lots. Distribution shall not impede entrance to or exit from school premises in any way.

3. Manner

No one shall induce or coerce a student or staff member to accept a student publication.

V. POSTING

The school district must adopt a student journalist policy consistent with Minnesota Statutes, section 121A.80 and post it on the district website.

Legal References: U. S. Const., amend. I
Morse v. Frederick, 551 U.S. 393 (2007)
Hazelwood School District v. Kuhlmeier, 484 U.S. 260 (1988)
Bystrom v. Fridley High School, I.S.D. No. 14, 822 F. 2d 747 (8th Cir. 1987)
Minn. Stat. § 121A.03 (Model Policy)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 121A.80 (Student Journalism; Student Expression)

Cross References: Policy 505 (Distribution of Non-school-Sponsored Materials on School Premises by Students and Employees)
Policy 506 (Student Discipline)
Policy 904 (Distribution of Materials on School District Property by Non-school Persons)

First Reading: 06.10.2025
Second Reading:

Adopted: _____

MSBA/MASA Model Policy
512

Revised: _____

Orig. 1995
Rev. 2024

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The purpose of this policy is to protect students' rights to free speech in production of school-sponsored media and activities while at the same time balancing the school district's role in supervising student publications and the operation of public schools.

II. GENERAL STATEMENT OF POLICY

- A. Expressions and representations made by students in school-sponsored publications and activities are not expressions of official school district policy. Faculty advisors shall supervise student writers to ensure compliance with the law and school district policies.
- B. Students who believe their right to free expression has been unreasonably restricted in school-sponsored media or activity may seek review of the decision by the building principal. The principal shall issue a decision no later than three (3) school days after review is requested.
 - 1. Students producing school-sponsored media and activities shall be under the supervision of a faculty advisor and the school principal. School-sponsored media and activities shall be subject to the guidelines set forth below.
 - 2. School-sponsored media may be distributed at reasonable times and locations.

III. DEFINITIONS

- A. "Distribution" means circulation or dissemination of material by means of handing out free copies, selling or offering copies for sale, accepting donations for copies, posting, or displaying material, or placing materials in internal staff or student mailboxes.
- B. "Material and substantial disruption" of a normal school activity means:
 - 1. Where the normal school activity is an educational program of the school district for which student attendance is compulsory, "material and substantial disruption" is defined as any disruption which interferes with or impedes the implementation of that program.
 - 2. Where the normal school activity is voluntary in nature (including, without limitation, school athletic events, school plays and concerts, and lunch periods) "material and substantial disruption" is defined as student rioting, unlawful seizures of property, conduct inappropriate to the event, participation in a school boycott, demonstration, sit-in, stand-in, walk-out, or other related forms of activity.

In order for expression to be considered disruptive, there must exist specific facts upon which the likelihood of disruption can be forecast, including past experience in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption relating to the written material in question.

- C. "Minor" means any person under the age of eighteen (18).

- D. "Obscene to minors" means:
1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;
 2. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, or lewd exhibition of the genitals; and
 3. The material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.
- E. "School activities" means any activity of students sponsored by the school including, but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays and other theatrical productions, and in-school lunch periods.
- F. "School-sponsored media" means material that is:
1. prepared, wholly or substantially written, published, broadcast, or otherwise disseminated by a student journalist enrolled in the school district;
 2. distributed or generally made available to students in the school; and
 3. prepared by a student journalist under the supervision of a student media adviser.
- School-sponsored media does not include material prepared solely for distribution or transmission in the classroom in which the material is produced, or a yearbook.
- G. "Student journalist" means a school district student in grades 6 through 12 who gathers, compiles, writes, edits, photographs, records, or otherwise prepares information for dissemination in school-sponsored media.
- H. "Student media adviser" means a qualified teacher, as defined in Minnesota Statutes, section 122A.16, that the school district employs, appoints, or designates to supervise student journalists or provide instruction relating to school-sponsored media.

IV. GUIDELINES

- A. Except as provided in paragraph B below, a student journalist has the right to exercise freedom of speech and freedom of the press in school-sponsored media regardless of whether the school-sponsored media receives financial support from the school or district, uses school equipment or facilities in its production, or is produced as part of a class or course in which the student journalist is enrolled. Freedom of speech includes freedom to express political viewpoints. Consistent with paragraph B below, a student journalist has the right to determine the news, opinion, feature, and advertising content of school-sponsored media. The school district must not discipline a student journalist for exercising rights or freedoms under this paragraph or the First Amendment of the United States Constitution.
- B. Student expression in school-sponsored media, a yearbook, or school-sponsored activity is prohibited when the material:

1. is obscene to minors;
 2. is defamatory;
 3. is profane, harassing, threatening, or intimidating;
 4. constitutes an unwarranted invasion of privacy;
 5. violates federal or state law;
 6. causes a material and substantial disruption of school activities;
 7. is directed to inciting or producing imminent lawless action on school premises or the violation of lawful school policies or rules, including a policy adopted in accordance with Minnesota Statutes, section 121A.03 or 121A.031;
 8. advertises or promotes any product or service not permitted for minors by law;
 9. advocates sexual, racial, or religious harassment or violence or prejudice; or
 10. is distributed or displayed in violation of time, place, and manner regulations.
- C. The school district must not retaliate or take adverse employment action against a student media adviser for supporting a student journalist exercising rights or freedoms under paragraph A above or the First Amendment of the United States Constitution.
- D. Notwithstanding the rights or freedoms of this Article or the First Amendment of the United States Constitution, nothing in this Article inhibits a student media adviser from teaching professional standards of English and journalism to student journalists.

These professional standards may include, but are not limited to, the following:

1. assuring that participants learn whatever lessons the activity is designed to teach;
 2. assuring that readers or listeners are not exposed to material that may be inappropriate for their level of maturity;
 3. assuring that the views of the individual speaker are not erroneously attributed to the school;
 4. assuring that the school is not associated with any position other than neutrality on matters of political controversy;
 5. assuring that the sponsored student speech cannot reasonably be perceived to advocate conduct otherwise inconsistent with the shared values of a civilized social order;
 6. assuring that the school is not associated with expression that is, for example, ungrammatical, poorly written, inadequately researched, biased or prejudiced, vulgar or profane, or unsuitable for immature audiences.
- E. Time, Place, and Manner of Distribution

Students shall be permitted to distribute written materials at school as follows:

1. Time

Distribution shall be limited to the hours before the school day begins, during lunch hour and after school is dismissed.

2. Place

Written materials may be distributed in locations so as not to interfere with the normal flow of traffic within the school hallways, walkways, entry ways, and parking lots. Distribution shall not impede entrance to or exit from school premises in any way.

3. Manner

No one shall induce or coerce a student or staff member to accept a student publication.

V. POSTING

The school district must adopt a student journalist policy consistent with Minnesota Statutes, section 121A.80 and post it on the district website.

Legal References: U. S. Const., amend. I
Morse v. Frederick, 551 U.S. 393 (2007)
Hazelwood School District v. Kuhlmeier, 484 U.S. 260 (1988)
Bystrom v. Fridley High School, I.S.D. No. 14, 822 F. 2d 747 (8th Cir. 1987)
Minn. Stat. § 121A.03 (Model Policy)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 121A.80 (Student Journalism; Student Expression)

Cross References: Policy 505 (Distribution of Non-school-Sponsored Materials on School Premises by Students and Employees)
Policy 506 (Student Discipline)
Policy 904 (Distribution of Materials on School District Property by Non-school Persons)

~~5080 STUDENT EXPRESSION OF OPINION~~

~~Students, as any other citizens, have the right to express their opinion. Historically, the school has been a place for the exchange of ideas and the dissemination of information; consequently, the schools should provide all possible opportunities for students to discuss issues and to express their opinions on school policies, programs of studies, and areas of public concern. Such discussions should be carried on in an atmosphere of mutual respect with all points of view having equal opportunity to be presented.~~

~~Although students have the right to express opinions, to make suggestions to school administrators and faculty, and to be heard in the setting up of rules of conduct, until changes are made, they must follow the established rules and policies of the school. Any outside person who interferes with the normal functioning of the school or who engages in any unauthorized activity on school property shall be asked to leave, and if he refuses to do so, the school administrator or teacher in charge shall request his removal by law enforcement officers.~~

~~Adopted: 06-09-1970 ISD-709~~

~~Revised: 06-20-1995 ISD-709~~

Duluth Public Schools ISD 709 | 215 N First Avenue East | Duluth, MN 55802 | (218) 336-8752

1005 COMMUNICATION WITH THE PUBLIC

The School Board will maintain a continuing information program for compiling and distributing news of events, noteworthy facts, statistics, plans and forecasts in the interest of an on-going development of adequate public support. The School Board will utilize various means for enabling the community to make its desires known, and to inform the community of its plans and actions. Relative to various specific topics and/or issues, the School Board will appoint citizens' advisory committees.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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~~Adopted: 06-09-1970 ISD-709~~

Revised: 06-20-1995 ISD-709

1010 COMMUNICATION RELEASES

All news items relating to School District reports, needs, and planning will be released and coordinated through the Superintendent's office.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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~~Revised: 06-20-1995 ISD 709~~

1015 SCHOOL COMMUNICATIONS

The local school principal and school staff are responsible for establishing lines of communication with their parents/guardians of enrolled students and other community members relative to:

1. Curriculum
2. Instructional activities
3. Educational innovations
4. Special events
5. Building/remodeling programs
6. Extra-curricular activities
7. Accomplishments of students
8. Accomplishments of staff
9. Student grades (progress)
10. Student attendance

The use of electronic means to accomplish 1-10 is expected.

The various student publications supervised by the principal and paid for by the individual schools are not regarded as an official or appropriate medium for the interpretation of School Board and administrative policies.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995

06-21-2005 ISD 709

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~~Adopted: 06-09-1970 ISD 709~~

~~Revised: 06-20-1995~~

~~06-21-2005 ISD 709~~

1040 STUDENT APPEARANCES, INTERVIEWS AND PERFORMANCES

In the interest of cooperating with the media relative to the involvement of students, principals shall determine the appropriateness of student involvements, keeping in mind the basic objective of the school is the education of boys and girls. Principals may consult with the Superintendent or Director of Curriculum, Instruction & Assessment when making decisions on specific media requests.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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1045 SCHOOL DISTRICT MEETINGS

All meetings of school administrators, teaching staff, or students may be considered as possible subject matter for reports by the mass media or for attendance by interested citizens. The following provisions are made:

1. Citizen participation or media coverage must not be disruptive of the meetings.
2. Available space must be assigned first to those individuals directly involved in the business of the meeting; in the event of unusual public interest, those in charge of the meeting should make reasonable efforts to hold it in a room of adequate size to accommodate the press and public.
3. Any committee meeting involving individual disciplinary action may be closed to the press and the public.
4. Information which might adversely affect the School Board's financial position (for example, the announcement of a site selection on which negotiations are in progress) may be withheld from the public for a reasonable period of time.
5. The presence of press or public at any school meeting does not imply their right to participation in the meeting, but only the right to observe and to offer comments or questions only upon invitation.

Adopted: 06-09-1970 ISD 709

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~~Revised: 06-20-1995 ISD 709~~

1055 RESPONSIBILITIES OF SCHOOL PERSONNEL

The Superintendent is responsible for interpreting School Board policies to the staff and to the public. He/she will utilize the School District's administrative staff to develop an active and comprehensive informational program. Teachers and other staff members are expected to exercise restraint when discussing school matters with non-school acquaintances; casual opinions may be accepted as factual information. Questions on areas of unusual importance or sensitivity in school-community relations may be shared directly with the Superintendent or through other members of the administrative staff.

Adopted: 06-09-1970 ISD 709

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~~Adopted: 06-09-1970 ISD 709~~

~~Revised: 06-20-1995 ISD 709~~

1060 PARTICIPATION BY THE PUBLIC

The School Board shall encourage the involvement of citizens, both as individuals and as groups, to act as advisors and resource people in the following manners:

1. In the development of broad policy statements.
2. In the development of administrative regulations and procedures to implement policies.
3. In the development of objectives for courses of study.
4. In the evaluation of educational programs.
5. In situations where the specific talents of the lay person complement the instructional services of the teachers.
6. In solving specific problems.
7. In serving as advisory persons to curriculum development projects.

Adopted: 06-09-1970 ISD 709

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~~Adopted: 06-09-1970 ISD 709~~

~~Revised: 06-20-1995 ISD 709~~

1065 PARENT-TEACHER-STUDENT ASSOCIATIONS

The purposes of the PTSA as endorsed by the School Board are as follows:

1. To promote the welfare of children and youth in home, school, church and community.
2. To raise the standards of home life.
3. To secure adequate laws for the care and protection of children and youth.
4. To bring into close relation the home and school such that parents and teachers may cooperate intelligently in the training of the child.
5. To develop between educators and the general public such united efforts as will secure for every child the highest advantages in physical, mental, social, and spiritual education.

Adopted: 06-09-1970 ISD 709

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~~Adopted: — 06-09-1970 ISD-709~~

~~Revised: — 06-20-1995 ISD-709~~

1070 CITIZENS' ADVISORY COMMITTEES

Advisory committees should be appointed only when there is a definite function to be performed, and this function will be communicated to the committee in writing when it is appointed. The School Board shall have the sole power to dissolve any of its advisory committees and shall reserve the right to exercise this power at any time during the life of any committee. Specific topics for study or well-defined areas of activity shall be assigned in writing to each committee immediately following its appointment.

Each committee shall be instructed as to:

1. The length of time each member is being asked to serve.
2. The service the School Board wishes it to render.
3. The resources the School Board intends to provide to help it complete its job.
4. The approximate dates of which the School Board wishes it to submit reports.
5. The time and place of the first meeting.
6. The School Board policies governing citizens' committees.
7. Its relationships with the School Board as a whole, with individual School Board members, with the Superintendent, and with other members of the professional staff.
8. The approximate date on which the School Board wishes to dissolve the committee.
9. Who will serve as a liaison between the committee and the School Board.

All appointments of citizens to advisory committees for the School Board shall be made by the School Board.

All appointments of staff members to citizens' advisory committees for the School Board shall be made by the Superintendent with the approval of the School Board. Staff members shall constitute a minority of any citizens' advisory committee.

School Board members shall not be official members of advisory committees but may visit sessions of committees as ex officio.

The Superintendent may appoint a staff member to assist each advisory committee; such committee assistants shall be responsible to the Superintendent.

Expenditures of School District funds and the use of School District supplies, equipment, and personnel shall be carried out only upon prior approval of the Superintendent.

When a citizens' advisory committee is ready to submit its final report, the School Board shall arrange a joint meeting for the purpose of receiving the report.

The School Board shall see that the public is made aware of the services rendered by citizens' advisory committees and that the public is informed of all conclusions and recommendations made by such committees.

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~~Adopted: 06-09-1970 ISD-709~~

~~Revised: 06-20-1995 ISD-709~~

1075 SCHOOL-CONNECTED ORGANIZATIONS

In schools where the staff deems it advisable to organize support groups of parents to promote special activities, such groups may be organized under the general guidance of the principal. Such organizations shall have their purposes and objectives clearly stated in writing and all funds raised and expended must be accurately accounted for.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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1085 PUBLIC ACTIVITIES INVOLVING STAFF, STUDENTS, OR SCHOOL FACILITIES

It is the School Board's position that all employees should seek opportunities in the community to represent the School District accurately to members of the community. When School District personnel are asked to recommend someone to perform a professional service, they should take the position that it is inappropriate for them to do so. Instead, the employee should direct the person making the request to the proper professional association.

Adopted: 06-09-1970 ISD 709
Revised: 06-20-1995
02-15-2000 ISD 709

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~~Adopted: 06-09-1970 ISD-709~~

~~Revised: 06-20-1995~~

~~02-15-2000 ISD-709~~

1095 GIFTS TO SCHOOL PERSONNEL

School employees may not receive any commission, expense-paid trips, or gifts from individuals or companies who sell equipment, materials, or services required in the operation of the schools or other facilities of the School District.

Students and parents are discouraged in the presenting of gifts to School District employees; instead, the School Board recommends that expressions of appreciation to employees be made via letters to the employees expressing gratitude.

The School Board considers as appropriate the presentation of token gifts to retiring employees who have rendered outstanding service and who have earned the high regard of other staff members and the community.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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~~Revised: — 06-20-1995 ISD-709~~

1100 PUBLIC PERFORMANCES BY STUDENTS

The School Board recognizes that worthy and appropriate educational values accrue from pupil participation in civic and community affairs. Teachers are encouraged to provide students for public performances when such performances contribute to the educational process and objectives of that particular class or activity and when it does not interfere unduly with other scheduled classes or activities within the school. All requests for students to leave the building must be cleared by the principal who shall make certain that the safety and welfare of each student is protected.

School groups may, with the permission of the principal, participate in local public events which fall into the following classifications:

- Events sponsored by the schools. Educational events in which the schools serve as hosts shall have priority in scheduling appearances.
- Community functions organized in the interests of the school such as those that might be originated by the Parent-Teacher Association.
- Non-commercial civic occasions of community, county, state or national interest of sufficient breadth to enlist general sympathy and cooperation.
- Events that are primarily patriotic in nature.
- Charity benefit activities provided such activity has been specifically approved in advance by the Superintendent.
- Programs sponsored by established character-building agencies, or programs sponsored jointly by the school
- District and mass communication media where the time or space given to the programs are of a public service nature.

School groups may not participate in events that fall into any of the following classifications:

- Events that are for the purpose of private gain or for the advertising of any commercial project or product. A school name, the names of school-sponsored groups or school equipment shall not be exploited in events of a commercial nature.
- Events that are for the furtherance of any politically partisan interest.
- Events that are primarily for the furtherance of any sectarian concern.
- Events that cause an undue amount of interference with the regular school program or that cause an excessive amount of absence due to rehearsal or preparation.
- Events from which any individual is excluded because of race, color, creed, or gender.

Students may perform where admission fees are charged only if the proceeds are used for charitable, educational, civic, or service purposes. Gifts for performances may be accepted by the school, but not by individual students. Costs directly related to performances, the supervision of the students and liability protection for the participants will be responsibilities of the School District.

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~~Adopted: 06-09-1970 ISD-709~~

~~Revised: 06-20-1995 ISD-709~~

1105 CONTESTS FOR STUDENTS

The primary educational aims of the schools and the needs and interests of their pupils must be the first consideration at all times. Any contest in which student participation is authorized should be:

1. One that supplements or complements and does not unduly interfere with the regular school program.
2. One that is beneficial to youth in educational, civic, social, or ethical development.
3. One that makes it possible for individual students to work out contributions by their own efforts and does not invite dishonest collaboration.
4. One whose subject is not commercial, controversial, sectarian, or concerned with propaganda. It must emphasize high moral standards, good citizenship, and intellectual competence.
5. One from which no contestant should be excluded because of race, color, creed, gender, or payment of entry fee.
6. One which does not place an undue burden on students, teachers, or the school, nor require frequent or lengthy absence of participants from the school.
7. One sponsored by an organization engaged in a creditable or acceptable enterprise regardless of kind or amount or prizes offered and must not use the contest or activity as a "front" for advertising a company name or product.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

~~1105—CONTESTS FOR STUDENTS~~

~~The primary educational aims of the schools and the needs and interests of their pupils must be the first consideration at all times. Any contest in which student participation is authorized should be:~~

- ~~1. One that supplements or complements and does not unduly interfere with the regular school program.~~
- ~~2. One that is beneficial to youth in educational, civic, social, or ethical development.~~
- ~~3. One that makes it possible for individual students to work out contributions by their own efforts and does not invite dishonest collaboration.~~
- ~~4. One whose subject is not commercial, controversial, sectarian, or concerned with propaganda. It must emphasize high moral standards, good citizenship, and intellectual competence.~~
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~~Adopted:—06-09-1970 ISD 709~~

~~Revised:—06-20-1995 ISD 709~~

1110 GIFTS TO STUDENTS

Trophies, prizes, or awards to students from persons or organizations not connected with the schools must be approved by the School Board.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

~~1110 — GIFTS TO STUDENTS~~

~~Trophies, prizes, or awards to students from persons or organizations not connected with the schools must be approved by the School Board.~~

~~Adopted: — 06-09-1970 — ISD-709~~

~~Revised: — 06-20-1995 — ISD-709~~

1115 SOLICITING FUNDS FROM STUDENTS

Except for the United Way, fund-raising drives are not to be conducted among the school children by non-school agencies or for non-school activities.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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~~Adopted: 06-09-1970 ISD-709~~

~~Revised: 06-20-1995 ISD-709~~

1120 SALE OF TICKETS

Sale of tickets to activities sponsored by the schools shall be authorized and supervised by the principal and the teacher-sponsor of the activity.

Tickets to events sponsored by non-school agencies shall not be sold in any school.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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~~Sale of tickets to activities sponsored by the schools shall be authorized and supervised by the principal and the teacher sponsor of the activity.~~

~~Tickets to events sponsored by non-school agencies shall not be sold in any school.~~

~~Adopted: 06-09-1970 ISD-709~~

~~Revised: 06-20-1995 ISD-709~~

1125 SOLICITING OF STAFF AND STUDENTS

The services of school personnel or students may not be solicited during school hours or on school property in connection with any advertising or promotional venture of a commercial nature.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

~~1125 SOLICITING OF STAFF AND STUDENTS~~

~~The services of school personnel or students may not be solicited during school hours or on school property in connection with any advertising or promotional venture of a commercial nature.~~

~~Adopted: 06-09-1970 ISD-709~~

~~Revised: 06-20-1995 ISD-709~~

1135 LIMITED PUBLIC FORUMS IN SCHOOL FACILITIES

The School District through its facilities utilization policy recognizes that it does provide space for "limited public forums" as defined in the Federal Equal Access Act. Therefore, secondary school administrators shall make space available for student forums for the purpose of affording a fair opportunity to students who wish to conduct meetings in the schools provided:

1. The request for space is student initiated.
2. That such forums are not under the direction, control, or conducted or regularly attended by non-school personnel.
3. Such meetings do not materially or substantially interfere with the orderly conduct of regular school activities.
4. That student attendance at such meetings is voluntary and student initiated.
5. or agents of the School District may be present if assigned to monitoring duties or if invited by the group holding the meeting.

In determining whether or not such meetings materially or substantially interfere with the orderly conduct of school activities, administrators shall inquire as to the makeup of the group, the expected attendance, and the content of the meeting(s) and shall not approve the use of the facility if it appears that the meeting may result in or lead to property damage, the commission or encouragement of illegal acts or may otherwise pose a threat to the school system or the public good.

Further, it is not the intent of the School Board by this policy to:

1. Influence the content of any prayer or other religious activity.
2. Require any person to participate in prayer or other religious activity.
3. Provide public financial support of such activities other than costs associated with providing space for the student meetings and allocations of staffing for monitoring the activity.
4. Compel school employees to attend any meeting if the content of the speech at the meeting is contrary to the belief(s) of the employee.
5. Sanction meetings which are otherwise unlawful.
6. Promote pupil attendance at such meetings by allowing any announcements on the public address system or poster announcements that exceed a simple announcement of the day, time, and location of the meeting.

Facility use permits may be issued to any size group for non-school day hours (generally 6:00 a.m. to 8:15 a.m. or 3:30 p.m. to 6:00 p.m.) with the only other limitation being the adequacy of available facilities to meet the needs of large groups. Students shall apply for a "Use Permit" in the office of the school principal. All other "Use Permit" requests are to be processed by the Community Education Office.

Issuance of a "Use Permit" is not to be interpreted as School District endorsement, sponsorship, or approval of matters advocated or discussed at the meetings.

Nothing in this policy shall prevent school personnel from initiating activities (of a traditional or historical extra-curricular nature) which require use of school space as long as there is no requirement for student participation.

Adopted: 06-09-1970 ISD 709
Revised: 09-26-1972
07-18-1978
08-10-1982
12-11-1984

06-20-1995 ISD 709

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~~Revised: 09-26-1972~~

~~07-18-1978~~

~~08-10-1982~~

~~12-11-1984~~

~~06-20-1995 ISD 709~~

1145 RELATIONS BETWEEN THE SCHOOL DISTRICT AND OTHER GOVERNMENTAL AGENCIES

The Superintendent shall deploy staff time for maximum effectiveness in dealing with the other branches of government and to assign specific responsibilities to staff members whenever necessary. The Superintendent will report to the School Board any instances in which emerging contingencies require consideration of additional staff time to meet the needs of liaison with the various local, state, and federal agencies.

The Duluth Public Schools shall cooperate with the health department, welfare agencies, county schools, state government, federal government, and the various area, state, regional, and national associations and schools.

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~~Adopted: 06-09-1970 ISD 709~~

1160 FIRE DEPARTMENT RELATIONSHIP

It shall be the responsibility of each building principal to cooperate with the local fire department. At least once a year all schools will be checked by the Fire Marshal's office and a report sent to the principals who will, in turn, advise the Superintendent of needed improvements identified by the Fire Marshal.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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~~Adopted: 06-09-1970 ISD-709~~

~~Revised: 06-20-1995 ISD-709~~

MSBA Policies that were adopted/updated/reviewed between July 1, 2024 - June 30, 2025

100 Series

102 Equal Educational Opportunity

110 Website Accessibility

200 Series

250 School Board member Compensation Bylaw

400 Series

401 Equal Employment Opportunity

403 Discipline, Suspension, and Dismissal of School District Employees

407 Employee Right-To-Know Program

412 Expense Reimbursement

413 Harassment and Violence

416 Drug, Alcohol, and Cannabis Testing

418 Drug Free Workplace Drug Free School

419 Tobacco Free Environment

420 Communicable Diseases and Infectious Conditions

500 Series

503 Student Attendance

504 Student Dress and Appearance

507.5 School Resource Officers

513 Student Promotion, Retention, and Program Design

515 Protection and Privacy of Pupil Records

516 Student Medication

519 Interviews of Students by Outside Agencies

521 Student Disability Nondiscrimination

525 Violence Prevention

531 The Pledge of Allegiance

532 Use Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds

535 Service Animals in School

600 Series

- 601 School District Curriculum and Instruction Goals
- 603 Curriculum Development
- 604 Instructional Curriculum
- 606 Textbooks and Instructional Materials
- 606.5 Library Materials
- 608 Instructional Services - Special Education
- 615 Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students
- 616 School District System Accountability
- 621 Literacy and the Read Act

700 Series

- 707 Transportation of Public Schools Students
- 708 Transportation of Non-Public Schools Students
- 722 Public Data Requests
- 725 Requests for Proposals
- 726 The Bidding Process

800 Series

- 802 Disposition of Obsolete Equipment & Material
- 806 Crisis Management
- 807 Health and Safety Policy