

March 4, 2026



Board of Education
Duluth Public Schools
Independent School District No. 709
709 Portia Johnson Drive
Duluth, MN 55811

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

Re: Lakewood Elementary Boiler Replacement – Duluth Bid Number 1348
Duluth, Minnesota

Dear Board Members:

ICS has reviewed the bids that were received on Tuesday, March 3, 2026, for the above-referenced project. Our recommendation for award is as follows:

Work Scope 1 – Mechanical

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

BASE BID: \$494,390.00

TOTAL \$494,390.00

Work Scope 2 – Electrical

Benson Electric Company – Superior, WI

BASE BID: \$30,000.00

TOTAL \$30,000.00

Work Scope 3 – Site Improvements

R & K Industries LLC DBA Diversified Paving – St. Augusta, MN

BASE BID: \$170,815.00

TOTAL \$170,815.00

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 Six Hundred Ninety-Five Thousand Two Hundred Five Dollars and Zero Cents (\$695,205.00).

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

Enclosed are copies of the official bid tabulation, bid forms and bid securities. Please contact Mark or Jacob should you have any questions regarding our recommendation.

Regards,

Mark Needham
Project Manager

MN/rw
Enclosures



LAKWOOD ELEMENTARY BOILER REPLACEMENT

OWNER: Duluth Public Schools, ISD #709
 CONSTRUCTION MANAGER: ICS Consulting, LLC
 ENGINEER: Design Tree Engineering



BID TABULATIONS

Tuesday, March 3, 2026 @ 10:00 a.m.

WORK SCOPE 01 - Mechanical

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Stack Blows	A.G. O'Brien	Shannon's mechanical	Ryan		
BID SECURITY	X	X	X	X		
ADDENDA REC'D.	X	X	X			
BASE BID:	541,450	494,340	534,000			
Acknowledged MN Responsible Contractor:	X	X	X			
WS 1 & 2 Combined Stack blows	575,000					

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

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

BID FROM: A.G. O'brien Plumbing and Heating Company
4907 Lightning Drive
Hermantown, MN 55811

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 2/9/2026 relating to the construction of the Lincoln Park Middle School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 1 - MECHANICAL

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

\$ FOUR HUNDRED NINETY FOUR THOUSAND THREE HUNDRED NINETY

\$ 494,390.00

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

Addenda No. 1 Dated 2/17/2026 Addenda No. 2 Dated 2/26/2026

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: 4907 Lightning Drive

City: Duluth State: MN Zip: 55811

Phone Number: 218-729-9662 Fax Number: _____

Name (typed or printed): Paul Konkler

Signature: 

Title: Commercial Project Manager

Date: 3/3/2026

END OF SECTION 00 41 13

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
709 Portia Johnson Drive
Duluth, MN 55811**

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

PROJECT:

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

**Lakewood Elementary School
5207 North Tischer Rd Duluth, MN 55804
Boiler Room 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 3 day of MARCH, 2026.

Lisa Dahl
(Witness)

[Signature]
(Principal) (Seal)

Owner
(Title)

Mary H. Otson
(Witness)

[Signature]
(Surety) (Seal)

Managing Director
(Title)



**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 WASCHÉ** 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.

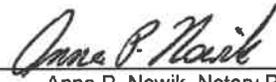
By: 
Robert L. Raney, Senior Vice President

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, 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, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any 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 **2** day of **March**, **2026**.




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 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools
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 Design Tree Engineering, 120 17th Ave W Alexandria and dated 2/9/2026 relating to the construction of the Lincoln Park Middle School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 01 - Mechanical
 - a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

\$ Five Hundred Thirty - Four Thousand

\$ 534,000

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

Addenda No. 01 Dated 02/17/26 Addenda No. Dated

Addenda No. 02 Dated 02/26/26 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: 1919 Main Avenue

City: International Falls State: MN Zip: 56649

Phone Number: (218) 417-0027 Fax Number: (1) 218-283-2803

Name (typed or printed): Matt Pelowski

Signature: 

Title: Vice President

Date: 03/02/2026

END OF SECTION 00 41 13



**UNITED FIRE & CASUALTY COMPANY 118 Second Avenue SE, PO Box 73909
Cedar Rapids, Iowa 52407-3909 319-399-5700**

Bid Bond

CONTRACTOR: (Name, legal status and address)

SHANNONS, INC.

1919 MAIN AVE, INTERNATIONAL FALLS, MN 566493331

OWNER: (Name, legal status and address)

ISD#709 DULUTH PUBLIC SCHOOLS

709 PORTIA JOHNSON DRIVE, DULUTH, MN 55811

BOND AMOUNT:

Five and 00/100 Percent of the Bid Amount

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

PROJECT #1348, DULUTH PUBLIC SCHOOLS LAKEWOOD ELEMENTARY BOILER REPLACEMENT, 5207 NORTH TISCHER ROAD, DULUTH, MN 55804

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 February 2026



(Witness)



(Witness)

SHANNONS, INC.



(Principal)
President

(Title)

UNITED FIRE & CASUALTY COMPANY



(Surety)
Attorney in Fact Sharine K House

(Title)



CONT0456

The language in this document conforms exactly to the language used in AIA Document A310 2010 edition.

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.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROSEVILLE, CA

Build No. 00017503
 Oblige: ISD#709 DULUTH PUBLIC
 SCHOOLS 709 PORTIA
 JOHNSON DRIVE DULUTH,
 MN 55811

POWER OF ATTORNEY

To verify the authenticity of this Power of Attorney, please contact us at
 UFG Insurance, 118 Second Ave SE, Cedar Rapids, IA 52401
 telephone (800) 343-9130 or email surety@unitedfiregroup.com
THIS POWER OF ATTORNEY IS VOID IF ALTERED
 To notify us of a claim, please contact us at surety@unitedfiregroup.com

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 by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company shall expire June 24th, 2026 unless sooner revoked.

This Power of Attorney has been duly made, executed and delivered pursuant to, and in accordance with, the articles of incorporation, bylaws, and other governing documents of each of the respective Companies, and by authority therein granted and under applicable corporate law.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its officer and its corporate seal to be hereto affixed this 23rd day of February, 2026.



By: *Kyanna M. Saylor*
 Kyanna M. Saylor, Vice President of
 United Fire & Casualty Company
 United Fire & Indemnity Company
 Financial Pacific Insurance Company

State of Iowa, County of Linn, ss:
 On this 23rd day of February, 2026, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; 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 seals affixed to the said instrument are such corporate seals; that these seals were so affixed pursuant to authority given by the Boards 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: *Judith A. Jones*
 My commission expires: 04/23/2027

I, Mary A. Bertsch, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, 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 each said Company this 23rd day of February, 2026.



By: *Mary A. Bertsch*
 Mary A. Bertsch, Assistant Secretary of
 United Fire & Casualty Company
 United Fire & Indemnity Company
 Financial Pacific Insurance Company

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

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

BID FROM: Stack Bros. Mechanical
3119 Hill Avenue
Superior, WI 54880

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 2/9/2026 relating to the construction of the Lincoln Park Middle School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 01 Mechanical

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

\$ Five hundred forty one thousand and four hundred fifty.

\$ 541,450.⁰⁰

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

Addenda No. 1 Dated 2-17-26 Addenda No. _____ Dated _____

Addenda No. 2 Dated 2-26-26 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: 3119 Hill Avenue

City: Superior State: WI Zip: 54886

Phone Number: 715-398-2964 Fax Number: 715-398-2967

Name (typed or printed): Josh Gordon

Signature: 

Title: Project Manager

Date: 3-3-26

END OF SECTION 00 41 13

ATTACHMENT A – AGREEMENT BETWEEN ARCHITECT AND CONTRACTOR FOR THE TRANSFER OF COMPUTER AIDED DRAFTING (CAD) FILES ON ELECTRONIC MEDIA

Lakewood Elementary Boiler Replacement

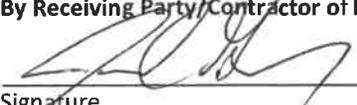
The purpose of this agreement is to grant permission from the Transmitting Party (Architect and/or Engineer) to the Receiving Party for the Receiving Party's use of electronic media on the Project, and to set forth the terms. All data transmitted is defined as the electronic media and is considered confidential and containing business proprietary information. Design Tree Engineering and its consultants grant Bidders and Contractors a limited license to use Electronic Media issued by Design Tree Engineering exclusively for this project. The terms are set forth as follows:

1. The files are transmitted for the Receiving Party's convenience and remain the sole property of Design Tree Engineering and/or its consultants. No warranty, expressed or implied, is made respecting this electronic data.
2. The Architect and/or Engineer makes no representation regarding the accuracy, completeness, or permanence of Electronic Media files (ie CAD files). Addenda information or revisions made after the date indicated on the files may not have been incorporated. In the event of a conflict between the Architect and/or Engineers sealed Contract Drawings and Electronic Media files, the sealed Contract Drawings shall govern. It is the Owner, Contractor, or Third Party's responsibility to determine if any conflicts exist.
3. The information contained in the Electronic Media may not include final data or represent exact as-built conditions. The accuracy of the information is not guaranteed and the recipient shall be solely responsible to verify and check all field conditions against the information and to make all adjustments necessary to utilize such information for its work.
4. The Electronic Media files shall not be considered to be Contract Documents as defined by the General Conditions of the Contract for Construction.
5. Design Tree Engineering and their consultants shall not be responsible for any decline in accuracy or readability due to the medium on which the Electronic Media are stored, or for any unintentional transmission of computer viruses.
6. Information contained in the Electronic Media shall not be used by Contractor (Receiving Party) for any purpose other than as a convenience in the preparation of Shop Drawings, layout, and other purposes related to the Project. Any other use or reuse by the Receiving Party or others, will be at the Receiving Party's sole risk and without liability or legal exposure to the Architect, Engineers, or their consultants.
7. This Agreement is entered into as of the day and year written below and will terminate upon Substantial Completion of the Project, as defined in the General Conditions of the Contract for Construction, unless otherwise agreed by the parties and set forth below.
8. The Architect reserves the right to determine what content will be distributed to the Receiving Party.

By signing below, the Receiving Party agrees to the terms set for by this Agreement.

AUTHORIZED ACCEPTANCE:

By Receiving Party/Contractor of Record



Signature

Josh Gordon Project Manager

Print Name and Title

Stack Bros. Mechanical

Print Name of Company

3-3-26

Date



**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)

STACK BROS. MECHANICAL CONTRACTORS, INC.

3119 HILL AVE, SUPERIOR, WI 548805592

OWNER: (Name, legal status and address)

ISD 709 Duluth Public Schools

709 Portia Johnson Drive, Duluth, MN 55811

BOND AMOUNT:

Five and 00/100 Percent of the Bid Amount

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

Lakewood Elementary School Boiler Renovation
5207 North Tischer Rd
Duluth, MN 55804

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

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

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

STACK BROS. MECHANICAL CONTRACTORS, INC.

Nancy Longson
(Witness)

Mary L Olson
(Witness)

M. Stack
(Principal) President (Seal)

(Title)
UNITED FIRE & CASUALTY COMPANY
[Signature]
(Surety) Attorney in Fact (Seal)
(Title)

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.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROSEVILLE, CA

Bond No.:
 Obligee: ISD 709 Duluth Public
 Schools 709 Portia Johnson
 Drive, Duluth, MN 55811

POWER OF ATTORNEY

To verify the authenticity of this Power of Attorney, please contact us at
 UFG Insurance, 118 Second Ave SE, Cedar Rapids, IA 52401
 telephone (800) 343-9130 or email surety@unitedfiregroup.com
THIS POWER OF ATTORNEY IS VOID IF ALTERED
 To notify us of a claim, please contact us at surety@unitedfiregroup.com

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

BENJAMIN P. WASCHE, MARY LOU OLSON, 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 by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company shall expire July 1st, 2026 unless sooner revoked.

This Power of Attorney has been duly made, executed and delivered pursuant to, and in accordance with, the articles of incorporation, bylaws, and other governing documents of each of the respective Companies, and by authority therein granted and under applicable corporate law.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its officer and its corporate seal to be hereto affixed this 2nd day of March, 2026.



By: *Kyanna M. Saylor*
 Kyanna M. Saylor, Vice President of
 United Fire & Casualty Company
 United Fire & Indemnity Company
 Financial Pacific Insurance Company

State of Iowa, County of Linn, ss:

On this 2nd day of March, 2026, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; 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 seals affixed to the said instrument are such corporate seals; that these seals were so affixed pursuant to authority given by the Boards 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: *Judith A. Jones*
 My commission expires: 04/23/2027

I, Mary A. Bertsch, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, 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 each said Company this 2nd day of March, 2026.



By: *Mary A. Bertsch*
 Mary A. Bertsch, Assistant Secretary of
 United Fire & Casualty Company
 United Fire & Indemnity Company
 Financial Pacific Insurance Company

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

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

BID FROM: Stack Bros. Mechanical
3119 Hill Avenue
Superior, WI 54880

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 2/9/2026 relating to the construction of the Lincoln Park Middle School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 01 3 02 Mechanical + Electrical Combined

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

\$ Five hundred seventy five thousand

\$ 575,000

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

Addenda No. 1 Dated 2-17-26 Addenda No. _____ Dated _____

Addenda No. 2 Dated 2-26-26 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.

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

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

BID FROM: Stack Bros. Mechanical
3119 Hill Avenue
Superior, WI 54880

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Base Bids

1. Work Scope 01 Mechanical

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

\$ Five hundred forty one thousand and four hundred fifty.

\$ 541,450.⁰⁰

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

Addenda No. 1 Dated 2-17-26 Addenda No. _____ Dated _____

Addenda No. 2 Dated 2-26-26 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.

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

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

BID FROM: Stack Bros Mechanical
3119 Hill Avenue
Superior, WI 54880

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Base Bids

1. Work Scope 2 Electrical

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

\$ Thirty Seven thousand five hundred

\$ <u>37,500.⁰⁰</u>

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 2-17-26 Addenda No. _____ Dated _____

Addenda No. 2 Dated 2-26-26 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: 3119 Hill Avenue

City: Superior State: WI Zip: 54886

Phone Number: 715-398-2964 Fax Number: 715-398-2967

Name (typed or printed): Josh Gordon

Signature: 

Title: Project Manager

Date: 3-3-26

END OF SECTION 00 41 13

ATTACHMENT A – AGREEMENT BETWEEN ARCHITECT AND CONTRACTOR FOR THE TRANSFER OF COMPUTER AIDED DRAFTING (CAD) FILES ON ELECTRONIC MEDIA

Lakewood Elementary Boiler Replacement

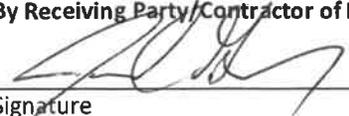
The purpose of this agreement is to grant permission from the Transmitting Party (Architect and/or Engineer) to the Receiving Party for the Receiving Party's use of electronic media on the Project, and to set forth the terms. All data transmitted is defined as the electronic media and is considered confidential and containing business proprietary information. Design Tree Engineering and its consultants grant Bidders and Contractors a limited license to use Electronic Media issued by Design Tree Engineering exclusively for this project. The terms are set forth as follows:

1. The files are transmitted for the Receiving Party's convenience and remain the sole property of Design Tree Engineering and/or its consultants. No warranty, expressed or implied, is made respecting this electronic data.
2. The Architect and/or Engineer makes no representation regarding the accuracy, completeness, or permanence of Electronic Media files (ie CAD files). Addenda information or revisions made after the date indicated on the files may not have been incorporated. In the event of a conflict between the Architect and/or Engineers sealed Contract Drawings and Electronic Media files, the sealed Contract Drawings shall govern. It is the Owner, Contractor, or Third Party's responsibility to determine if any conflicts exist.
3. The information contained in the Electronic Media may not include final data or represent exact as-built conditions. The accuracy of the information is not guaranteed and the recipient shall be solely responsible to verify and check all field conditions against the information and to make all adjustments necessary to utilize such information for its work.
4. The Electronic Media files shall not be considered to be Contract Documents as defined by the General Conditions of the Contract for Construction.
5. Design Tree Engineering and their consultants shall not be responsible for any decline in accuracy or readability due to the medium on which the Electronic Media are stored, or for any unintentional transmission of computer viruses.
6. Information contained in the Electronic Media shall not be used by Contractor (Receiving Party) for any purpose other than as a convenience in the preparation of Shop Drawings, layout, and other purposes related to the Project. Any other use or reuse by the Receiving Party or others, will be at the Receiving Party's sole risk and without liability or legal exposure to the Architect, Engineers, or their consultants.
7. This Agreement is entered into as of the day and year written below and will terminate upon Substantial Completion of the Project, as defined in the General Conditions of the Contract for Construction, unless otherwise agreed by the parties and set forth below.
8. The Architect reserves the right to determine what content will be distributed to the Receiving Party.

By signing below, the Receiving Party agrees to the terms set for by this Agreement.

AUTHORIZED ACCEPTANCE:

By Receiving Party/Contractor of Record



Signature

Josh Gordon Project Manager

Print Name and Title

Stack Bros. Mechanical

Print Name of Company

3-3-26

Date



**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)*

STACK BROS. MECHANICAL CONTRACTORS, INC.

3119 HILL AVE, SUPERIOR, WI 548805592

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

ISD 709 Duluth Public Schools

709 Portia Johnson Drive, Duluth, MN 55811

BOND AMOUNT:

Five and 00/100 Percent of the Bid Amount

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

Lakewood Elementary School Boiler Renovation
5207 North Tischer Rd
Duluth, MN 55804

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

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

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

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.

STACK BROS. MECHANICAL CONTRACTORS, INC.

Nancy Berguson
(Witness)

M. Stack
(Principal) President (Seal)

Mary L Olson
(Witness)

United Fire & Casualty Company
(Surety) Attorney in Fact (Seal)
(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, ROSEVILLE, CA

Bond No.:
 Obligee: ISD 709 Duluth Public
 Schools 709 Portia Johnson
 Drive, Duluth, MN 55811

POWER OF ATTORNEY

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 UFG Insurance, 118 Second Ave SE, Cedar Rapids, IA 52401
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THIS POWER OF ATTORNEY IS VOID IF ALTERED
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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

BENJAMIN P. WASCHE, MARY LOU OLSON, 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 by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company shall expire July 1st, 2026 unless sooner revoked.

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IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its officer and its corporate seal to be hereto affixed this 2nd day of March, 2026.



By: *Kyanna M. Saylor*
 Kyanna M. Saylor, Vice President of
 United Fire & Casualty Company
 United Fire & Indemnity Company
 Financial Pacific Insurance Company

State of Iowa, County of Linn, ss:
 On this 2nd day of March, 2026, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; 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 seals affixed to the said instrument are such corporate seals; that these seals were so affixed pursuant to authority given by the Boards 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: *Judith A. Jones*
 My commission expires: 04/23/2027

I, Mary A. Bertsch, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, 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 each said Company this 2nd day of March, 2026.



By: *Mary A. Bertsch*
 Mary A. Bertsch, Assistant Secretary of
 United Fire & Casualty Company
 United Fire & Indemnity Company
 Financial Pacific Insurance Company

LAKWOOD ELEMENTARY BOILER REPLACEMENT

OWNER: Duluth Public Schools, ISD #709
 CONSTRUCTION MANAGER: ICS Consulting, LLC
 ENGINEER: Design Tree Engineering



BID TABULATIONS

Tuesday, March 3, 2026 @ 10:00 a.m.

WORK SCOPE 2 - Electrical

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Stack Bros	Duluth electrical contracting	wescom	Hunt electric	Belknap electric	Benson electric
BID SECURITY	X	X	X	X	X	X
ADDENDA REC'D.	X	X	X	X	X	X
BASE BID:	37,500	34,926	52,644	43,799	37,215	30,000
Acknowledged MN Responsible Contractor:	X	X	X	X	X	X
WS 1+2 Combined stack bros	575,000					

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools
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 Design Tree Engineering, 120 17th Ave W Alexandria and dated 2/9/2026 relating to the construction of the Lincoln Park Middle School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 02 - Electrical

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

\$ Thirty Thousand, 00/100 USD

\$ 30,000.00

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

Addenda No. 1 Dated 02/17/2026 Addenda No. Dated

Addenda No. 2 Dated 02/26/2026 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: 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: 03/03/2026

END OF SECTION 00 41 13



**UNITED FIRE & CASUALTY COMPANY 118 Second Avenue SE, PO Box 73909
Cedar Rapids, Iowa 52407-3909 319-399-5700**

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)

Duluth Public Schools

709 Portia Johnson Drive, Duluth, MN 55811

BOND AMOUNT:

Five and 00/100 Percent of the Bid Amount

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

Lakewood Elementary School

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.

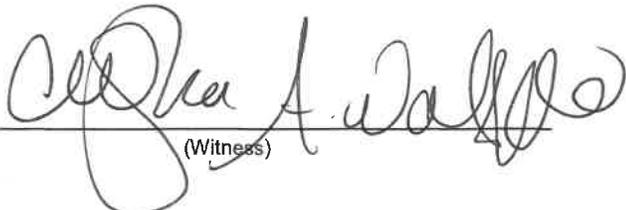
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the 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.

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When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond. Signed and sealed this 26th day of February, 2026



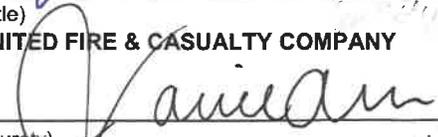
(Witness)



(Witness)

BENSON ELECTRIC COMPANY INC


(Principal) (Seal)

(Title)
UNITED FIRE & CASUALTY COMPANY


(Surety) (Seal)
Attorney in Fact
(Title)



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROSEVILLE, CA

Bond No.:
 Oblige: Duluth Public Schools 709
 Portia Johnson Drive, Duluth,
 MN 55811

POWER OF ATTORNEY

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 telephone (800) 343-9130 or email surety@unitedfiregroup.com
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CYNTHIA SUND, TIMOTHY J. ROTHE, CHAD P. MATUSHAK, STEVEN KIMMES, 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 by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company shall expire June 27th, 2026 unless sooner revoked.

This Power of Attorney has been duly made, executed and delivered pursuant to, and in accordance with, the articles of incorporation, bylaws, and other governing documents of each of the respective Companies, and by authority therein granted and under applicable corporate law.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its officer and its corporate seal to be hereto affixed this 26th day of February, 2026.



By: Kyanna M. Saylor
 Kyanna M. Saylor, Vice President of
 United Fire & Casualty Company
 United Fire & Indemnity Company
 Financial Pacific Insurance Company

State of Iowa, County of Linn, ss:

On this 26th day of February, 2026, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; 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 seals affixed to the said instrument are such corporate seals; that these seals were so affixed pursuant to authority given by the Boards 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: Judith A. Jones
 My commission expires: 04/23/2027

I, Mary A. Bertsch, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, 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 each said Company this 26th day of February, 2026.



By: Mary A. Bertsch
 Mary A. Bertsch, Assistant Secretary of
 United Fire & Casualty Company
 United Fire & Indemnity Company
 Financial Pacific Insurance Company

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools
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 Design Tree Engineering, 120 17th Ave W Alexandria and dated 2/9/2026 relating to the construction of the Lincoln Park Middle School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 2 - ELECTRICAL

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

\$ THIRTY FOUR THOUSAND NINE HUNDRED TWENTY SIX DOLLARS

\$ 34,926.00

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

Addenda No. 1 Dated 2/17/26 Addenda No. _____ Dated _____

Addenda No. 2 Dated 2/26/26 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: 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: 3-3-26

END OF SECTION 00 41 13



AIA

Document A310™ – 2010

Bond No. FB0005195

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

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. 1348 - Lakewood Elementary Boiler Replacement

(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 2nd day of March, 2026



(Witness)



(Witness)

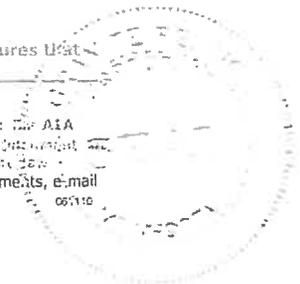
Duluth Electrical Contracting, Inc. *(Seal)*
(Principal)



(Title) GRANITE RE, INC. *(Seal)*
(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 MN)
County of St. Louis)

On this 3rd day of March, in the year 2020, before me personally come(s) Richard Hart, to me known, who, being duly sworn, deposes and says that he/she is the president of the DEC 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.

Jennifer Cannon
Notary Public



ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Dakota)

On this 2nd day of March, in the year 2026, 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.

Lindsay Ann Hilderbrand
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)





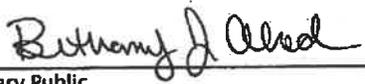
Kenneth D. Whittington, President


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

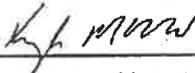
GRANITE RE, INC.
Certificate

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
2nd day of March, 2026.





Kyle P. McDonald, Assistant Secretary

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools
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 Design Tree Engineering, 120 17th Ave W Alexandria and dated 2/9/2026 relating to the construction of the Lincoln Park Middle School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 02 - Electrical

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

\$ Thirty-Seven Thousand Two Hundred Fifteen Dollars

\$37,215.00

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

Addenda No. 1 Dated 2/17/2026 Addenda No. _____ Dated _____

Addenda No. 2 Dated 2/26/2026 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: 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: President

Date: March 3rd, 2026

END OF SECTION 00 41 13



Bond Number 2670737

Bid Bond

KNOW ALL BY THESE PRESENTS, That We, Belknap Electric, Inc. as Principal, and WEST BEND INSURANCE COMPANY, a corporation organized under the laws of the State of Wisconsin and having its principal office in West Bend, Wisconsin, in said State, as Surety, are held and firmly bound unto ISD 709 - Duluth Public Schools as Owner, in the full and just sum of Five Percent (5 %) of amount bid for the payment whereof said Principal binds its heirs, administrators, and executors and said Surety binds itself, its successors and assigns firmly by these presents

WHEREAS, said Principal has submitted to said Owner a bid or proposal for BOILER REPLACEMENT

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if within Sixty days hereof and in accordance with said proposal a contract shall be awarded to said Principal and the said Principal shall enter into a contract for said work and shall furnish bond with surety as required for its faithful performance then this obligation shall be void, otherwise remain in full force and virtue.

Signed and Sealed this 3 day of March, 2026

Principal:

Belknap Electric, Inc.

By: [Signature] (SEAL)

Name Typed: Christopher Krook, Owner,

Title

Witness: Tamy Klyzli

Surety:

West Bend Insurance Company

By: [Signature] (SEAL)

Name Typed: Nicholas Ferrell,

Title

Witness: Kelly McJeffery

Agency Name: DWIGHT SWANSTROM COMPANY

Address: 1908 IOWA AVE

SUPERIOR, WI 54880

Phone Number: (715) 392-5177

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.

RHODE ISLAND ONLY: Under R.I. Gen. Laws § 27-65-1, this policy is exempt from the filing and approval requirements of forms used and rates charged.



Bond No. 2670737

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:

Nicholas Ferrell

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.

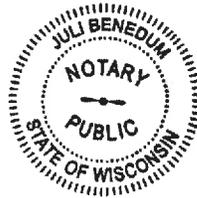
Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



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
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 3rd day of March, 2026



Christopher C. Zwygart
Christopher C. Zwygart
Secretary

While a bond(s) is active, a bonded principal is a member of West Bend Mutual Holding Company. Please visit <https://www.thesilverlining.com/annual-meeting> for details regarding the annual membership meeting and your voting rights.

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

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

BID FROM: Stack Bros Mechanical
3119 Hill Avenue
Superior, WI 54880

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 2/9/2026 relating to the construction of the Lincoln Park Middle School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 2 Electrical

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

\$ Thirty Seven thousand five hundred

\$ <u>37,500.⁰⁰</u>

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 2-17-26 Addenda No. _____ Dated _____

Addenda No. 2 Dated 2-26-26 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: 3119 Hill Avenue

City: Superior State: WI Zip: 54886

Phone Number: 715-398-2964 Fax Number: 715-398-2967

Name (typed or printed): Josh Gordon

Signature: 

Title: Project Manager

Date: 3-3-26

END OF SECTION 00 41 13

ATTACHMENT A – AGREEMENT BETWEEN ARCHITECT AND CONTRACTOR FOR THE TRANSFER OF COMPUTER AIDED DRAFTING (CAD) FILES ON ELECTRONIC MEDIA

Lakewood Elementary Boiler Replacement

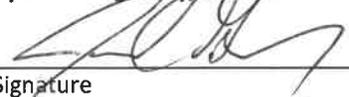
The purpose of this agreement is to grant permission from the Transmitting Party (Architect and/or Engineer) to the Receiving Party for the Receiving Party's use of electronic media on the Project, and to set forth the terms. All data transmitted is defined as the electronic media and is considered confidential and containing business proprietary information. Design Tree Engineering and its consultants grant Bidders and Contractors a limited license to use Electronic Media issued by Design Tree Engineering exclusively for this project. The terms are set forth as follows:

1. The files are transmitted for the Receiving Party's convenience and remain the sole property of Design Tree Engineering and/or its consultants. No warranty, expressed or implied, is made respecting this electronic data.
2. The Architect and/or Engineer makes no representation regarding the accuracy, completeness, or permanence of Electronic Media files (ie CAD files). Addenda information or revisions made after the date indicated on the files may not have been incorporated. In the event of a conflict between the Architect and/or Engineers sealed Contract Drawings and Electronic Media files, the sealed Contract Drawings shall govern. It is the Owner, Contractor, or Third Party's responsibility to determine if any conflicts exist.
3. The information contained in the Electronic Media may not include final data or represent exact as-built conditions. The accuracy of the information is not guaranteed and the recipient shall be solely responsible to verify and check all field conditions against the information and to make all adjustments necessary to utilize such information for its work.
4. The Electronic Media files shall not be considered to be Contract Documents as defined by the General Conditions of the Contract for Construction.
5. Design Tree Engineering and their consultants shall not be responsible for any decline in accuracy or readability due to the medium on which the Electronic Media are stored, or for any unintentional transmission of computer viruses.
6. Information contained in the Electronic Media shall not be used by Contractor (Receiving Party) for any purpose other than as a convenience in the preparation of Shop Drawings, layout, and other purposes related to the Project. Any other use or reuse by the Receiving Party or others, will be at the Receiving Party's sole risk and without liability or legal exposure to the Architect, Engineers, or their consultants.
7. This Agreement is entered into as of the day and year written below and will terminate upon Substantial Completion of the Project, as defined in the General Conditions of the Contract for Construction, unless otherwise agreed by the parties and set forth below.
8. The Architect reserves the right to determine what content will be distributed to the Receiving Party.

By signing below, the Receiving Party agrees to the terms set for by this Agreement.

AUTHORIZED ACCEPTANCE:

By Receiving Party/Contractor of Record



Signature

Josh Gordon Project Manager

Print Name and Title

Stack Bros. Mechanical

Print Name of Company

3-3-26

Date



**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)

STACK BROS. MECHANICAL CONTRACTORS, INC.

3119 HILL AVE, SUPERIOR, WI 548805592

OWNER: (Name, legal status and address)

ISD 709 Duluth Public Schools

709 Portia Johnson Drive, Duluth, MN 55811

BOND AMOUNT:

Five and 00/100 Percent of the Bid Amount

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

Lakewood Elementary School Boiler Renovation
5207 North Tischer Rd
Duluth, MN 55804

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

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

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

STACK BROS. MECHANICAL CONTRACTORS, INC.

Nancy Berguson
(Witness)

M. Stack
(Principal) President (Seal)

Mary Olson
(Witness)

(Title)
UNITED FIRE & CASUALTY COMPANY
By: P. A. [Signature]
(Surety) Attorney in Fact (Seal)
(Title)

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.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROSEVILLE, CA

Bond No.:
 Obligee: ISD 709 Duluth Public
 Schools 709 Portia Johnson
 Drive, Duluth, MN 55811

POWER OF ATTORNEY

To verify the authenticity of this Power of Attorney, please contact us at
 UFG Insurance, 118 Second Ave SE, Cedar Rapids, IA 52401
 telephone (800) 343-9130 or email surety@unitedfiregroup.com
THIS POWER OF ATTORNEY IS VOID IF ALTERED
 To notify us of a claim, please contact us at surety@unitedfiregroup.com

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

BENJAMIN P. WASCHE, MARY LOU OLSON, 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 by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company shall expire July 1st, 2026 unless sooner revoked.

This Power of Attorney has been duly made, executed and delivered pursuant to, and in accordance with, the articles of incorporation, bylaws, and other governing documents of each of the respective Companies, and by authority therein granted and under applicable corporate law.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its officer and its corporate seal to be hereto affixed this 2nd day of March, 2026.



By: *Kyanna M. Saylor*
 Kyanna M. Saylor, Vice President of
 United Fire & Casualty Company
 United Fire & Indemnity Company
 Financial Pacific Insurance Company

State of Iowa, County of Linn, ss:

On this 2nd day of March, 2026, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; 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 seals affixed to the said instrument are such corporate seals; that these seals were so affixed pursuant to authority given by the Boards 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: *Judith A. Jones*
 My commission expires: 04/23/2027

I, Mary A. Bertsch, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, 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 each said Company this 2nd day of March, 2026.



By: *Mary A. Bertsch*
 Mary A. Bertsch, Assistant Secretary of
 United Fire & Casualty Company
 United Fire & Indemnity Company
 Financial Pacific Insurance Company

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

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

BID FROM: Stack Bros. Mechanical
3119 Hill Avenue
Superior, WI 54880

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 2/9/2026 relating to the construction of the Lincoln Park Middle School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 01 3 02 Mechanical + Electrical Combined

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

\$ Five hundred seventy five thousand

\$ 575,000

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

Addenda No. 1 Dated 2-17-26 Addenda No. _____ Dated _____

Addenda No. 2 Dated 2-26-26 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.

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

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

BID FROM: Stack Bros. Mechanical
3119 Hill Avenue
Superior, WI 54880

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 2/9/2026 relating to the construction of the Lincoln Park Middle School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 01 Mechanical

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

\$ Five hundred forty one thousand and four hundred fifty.

\$ 541,450.⁰⁰

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

Addenda No. 1 Dated 2-17-26 Addenda No. Dated

Addenda No. 2 Dated 2-26-26 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.

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

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

BID FROM: Stack Bros Mechanical
3119 Hill Avenue
Superior, WI 54880

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 2/9/2026 relating to the construction of the Lincoln Park Middle School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 2 Electrical

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

\$ Thirty Seven thousand five hundred

\$ <u>37,500.⁰⁰</u>

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 2-17-26 Addenda No. _____ Dated _____

Addenda No. 2 Dated 2-26-26 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: 3119 Hill Avenue

City: Superior State: WI Zip: 54886

Phone Number: 715-398-2964 Fax Number: 715-398-2967

Name (typed or printed): Josh Gordon

Signature: 

Title: Project Manager

Date: 3-3-26

END OF SECTION 00 41 13

ATTACHMENT A – AGREEMENT BETWEEN ARCHITECT AND CONTRACTOR FOR THE TRANSFER OF COMPUTER AIDED DRAFTING (CAD) FILES ON ELECTRONIC MEDIA

Lakewood Elementary Boiler Replacement

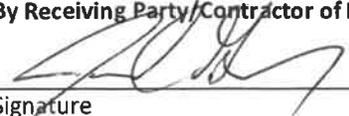
The purpose of this agreement is to grant permission from the Transmitting Party (Architect and/or Engineer) to the Receiving Party for the Receiving Party's use of electronic media on the Project, and to set forth the terms. All data transmitted is defined as the electronic media and is considered confidential and containing business proprietary information. Design Tree Engineering and its consultants grant Bidders and Contractors a limited license to use Electronic Media issued by Design Tree Engineering exclusively for this project. The terms are set forth as follows:

1. The files are transmitted for the Receiving Party's convenience and remain the sole property of Design Tree Engineering and/or its consultants. No warranty, expressed or implied, is made respecting this electronic data.
2. The Architect and/or Engineer makes no representation regarding the accuracy, completeness, or permanence of Electronic Media files (ie CAD files). Addenda information or revisions made after the date indicated on the files may not have been incorporated. In the event of a conflict between the Architect and/or Engineers sealed Contract Drawings and Electronic Media files, the sealed Contract Drawings shall govern. It is the Owner, Contractor, or Third Party's responsibility to determine if any conflicts exist.
3. The information contained in the Electronic Media may not include final data or represent exact as-built conditions. The accuracy of the information is not guaranteed and the recipient shall be solely responsible to verify and check all field conditions against the information and to make all adjustments necessary to utilize such information for its work.
4. The Electronic Media files shall not be considered to be Contract Documents as defined by the General Conditions of the Contract for Construction.
5. Design Tree Engineering and their consultants shall not be responsible for any decline in accuracy or readability due to the medium on which the Electronic Media are stored, or for any unintentional transmission of computer viruses.
6. Information contained in the Electronic Media shall not be used by Contractor (Receiving Party) for any purpose other than as a convenience in the preparation of Shop Drawings, layout, and other purposes related to the Project. Any other use or reuse by the Receiving Party or others, will be at the Receiving Party's sole risk and without liability or legal exposure to the Architect, Engineers, or their consultants.
7. This Agreement is entered into as of the day and year written below and will terminate upon Substantial Completion of the Project, as defined in the General Conditions of the Contract for Construction, unless otherwise agreed by the parties and set forth below.
8. The Architect reserves the right to determine what content will be distributed to the Receiving Party.

By signing below, the Receiving Party agrees to the terms set for by this Agreement.

AUTHORIZED ACCEPTANCE:

By Receiving Party/Contractor of Record



Signature

Josh Gordon Project Manager

Print Name and Title

Stack Bros. Mechanical

Print Name of Company

3-3-26

Date



**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)*

STACK BROS. MECHANICAL CONTRACTORS, INC.

3119 HILL AVE, SUPERIOR, WI 548805592

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

ISD 709 Duluth Public Schools

709 Portia Johnson Drive, Duluth, MN 55811

BOND AMOUNT:

Five and 00/100 Percent of the Bid Amount

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

Lakewood Elementary School Boiler Renovation
5207 North Tischer Rd
Duluth, MN 55804

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

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

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

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.

STACK BROS. MECHANICAL CONTRACTORS, INC.

Nancy Berguson
(Witness)

M. Stack
(Principal) President (Seal)

Mary Olson
(Witness)

United Fire & Casualty Company
(Surety) Attorney in Fact (Seal)
(Title)



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROSEVILLE, CA

Bond No.:
 Obligee: ISD 709 Duluth Public
 Schools 709 Portia Johnson
 Drive, Duluth, MN 55811

POWER OF ATTORNEY

To verify the authenticity of this Power of Attorney, please contact us at
 UFG Insurance, 118 Second Ave SE, Cedar Rapids, IA 52401
 telephone (800) 343-9130 or email surety@unitedfiregroup.com
THIS POWER OF ATTORNEY IS VOID IF ALTERED
 To notify us of a claim, please contact us at surety@unitedfiregroup.com

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

BENJAMIN P. WASCHE, MARY LOU OLSON, 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 by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company shall expire July 1st, 2026 unless sooner revoked.

This Power of Attorney has been duly made, executed and delivered pursuant to, and in accordance with, the articles of incorporation, bylaws, and other governing documents of each of the respective Companies, and by authority therein granted and under applicable corporate law.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its officer and its corporate seal to be hereto affixed this 2nd day of March, 2026.



By: *Kyanna M. Saylor*
 Kyanna M. Saylor, Vice President of
 United Fire & Casualty Company
 United Fire & Indemnity Company
 Financial Pacific Insurance Company

State of Iowa, County of Linn, ss:

On this 2nd day of March, 2026, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; 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 seals affixed to the said instrument are such corporate seals; that these seals were so affixed pursuant to authority given by the Boards 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: *Judith A. Jones*
 My commission expires: 04/23/2027

I, Mary A. Bertsch, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, 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 each said Company this 2nd day of March, 2026.



By: *Mary A. Bertsch*
 Mary A. Bertsch, Assistant Secretary of
 United Fire & Casualty Company
 United Fire & Indemnity Company
 Financial Pacific Insurance Company

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

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

BID FROM: Hunt Electric Corporation
4330 West 1st St, Ste B
Duluth, MN 55807

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 2/9/2026 relating to the construction of the Lincoln Park Middle School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 2

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

\$ FORTY-THREE THOUSAND SEVEN HUNDRED NINETY-NINE

\$ 43,799.00

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

Addenda No. 1 Dated 2-17-2026 Addenda No. 2 Dated 2-27-2026

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

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

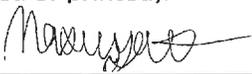
Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with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

Street Address: 4330 West 1st St, Ste B

City: Duluth State: MN Zip: 55807

Phone Number: 218-628-3323 Fax Number: _____

Name (typed or printed): Max Wyatt

Signature: 

Title: Estimator

Date: 3/3/26

END OF SECTION 00 41 13



Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

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

SURETY:

(Name, legal status and principal place of business)

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

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

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

OWNER:

(Name, legal status and address)

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

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

PROJECT Lakewood Elementary Boiler Replacement, Duluth, Minnesota

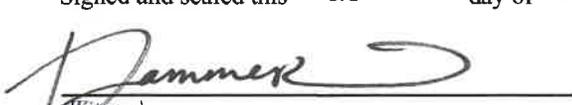
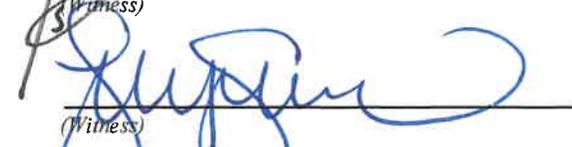
(Name, location or address, and Project number, if any)

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 3rd day of March, 2026


(Witness)

(Witness)

Hunt Electric Corporation
(Contractor as Principal) (Seal)

David Per
(Title)

Western Surety Company
(Surety) (Seal)

Mary Jo Dingwall
(Title) Mary Jo Dingwall, Attorney-in-Fact



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 _____

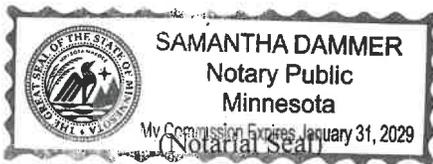
(Notarial Seal)

CORPORATE ACKNOWLEDGEMENT

STATE OF Minnesota)
COUNTY OF St. Louis)

On this 3rd day of March, 20 26, before me personally appeared David Pearre
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 Branch Manager 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 1.31.29



ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF Minnesota)
COUNTY OF Dakota)

On this 3rd day of March, 20 26, before me personally appeared Mary Jo Dingwall
to me known, who is being by me duly sworn, did depose that he/she is the aforesaid officer or attorney in fact
of the Western Surety Company, a corporation; that the seal affixed to the
foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on
behalf of said corporation by the aforesaid officer, by authority of its board of directors, and the aforesaid
officer acknowledged said instrument to be the free act and deed of said corporation.



(Notarial Seal)

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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Mark N Kampf, Mary Jo Dingwall, Thomas M Reuder, Rocklyn C Bullis, Jonathon Diessner, 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 24th day of February, 2026.



WESTERN SURETY COMPANY

Larry Kasten

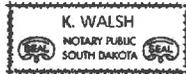
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 24th day of February, 2026, 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

December 4, 2031



K Walsh

K. Walsh, 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 3rd day of March, 2026



WESTERN SURETY COMPANY

Paula Kolsrud

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 41 13

BID FORM

PROPOSAL BID FORM

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

BID FROM: Wescom, Inc
5137 Jean Duluth Rd
Duluth, MN 55803

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 2/9/2026 relating to the construction of the ~~Lincoln Park Middle School Lighting Replacement~~, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Lakewood
Boiler

Base Bids

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

\$ Fifty-Two Thousand, Six Hundred Forty-Four 00/100 \$ 52,644.00

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

Addenda No. 1 Dated 2/17/26 Addenda No. _____ Dated _____

Addenda No. 2 Dated 2/26/26 Addenda No. _____ Dated _____

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

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

Street Address: 5137 Jean Duluth Rd

City: Duluth State: MN Zip: 55803

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

Name (typed or printed): Eric Schillereff

Signature: 

Title: Lead Estimator

Date: 3/3/26

END OF SECTION 00 41 13

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

WESCOM INC.
5137 Jean Duluth Rd
Duluth, Minnesota 55803

SURETY:

(Name, legal status and principal place

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

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

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

OWNER:

(Name, legal status and address)

DULUTH PUBLIC SCHOOLS
709 Portia Johnson Drive
Duluth, Minnesota 55811

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

PROJECT:

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

Lakewood Elementary School Boiler Room Renovation Project 2026
Duluth, Minnesota

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

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

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

Signed and sealed this 3rd day of March 2026

By _____ WESCOM INC. (Contractor as Principal) (Seal)
(Witness) _____
By  AMERICAN ALTERNATIVE INSURANCE CORPORATION (Surety) (Seal)
(Witness) Kim Payton, Littleton, Colorado By  (Title) Douglas J. Rothney, Attorney-in-Fact

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

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Init.

/

AC0020211

CERTIFIED COPY

POWER OF ATTORNEY

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

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

its true and lawful Attorneys-in-Fact, at Princeton, in the State of New Jersey, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of One Hundred Fifty Million Dollars (\$150,000,000.00). Such bonds and undertakings for said purposes, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary. This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th day of August, 1975, a copy of which appears below.

IN WITNESS WHEREOF, the AMERICAN ALTERNATIVE INSURANCE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 9th day of January, 2026.



By: [Signature] Cathy Smith President

Attest: [Signature] Ignacio Rivera General Counsel & Secretary

STATE OF NEW JERSEY, COUNTY OF MIDDLESEX

The foregoing instrument was acknowledged before me by means of online notarization this 9th day of January, 2026, by Cathy Smith and Ignacio Rivera, who are personally known to me.

Notary Stamp here

BETH COHAN-CHIN Commission #2209356 Notary Public, State of New Jersey My Commission Expires February 2, 2028

Beth Cohan-Chin Beth Cohan-Chin, Notary Public State of New Jersey My Commission Expires February 2, 2028

SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies:

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

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

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

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

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

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

Witness the hand of the undersigned and the seal of said Corporation this 3rd day of March 2026



AMERICAN ALTERNATIVE INSURANCE CORPORATION [Signature] Ignacio Rivera General Counsel & Secretary

TRS-1001-1

LAKWOOD ELEMENTARY BOILER REPLACEMENT

OWNER: Duluth Public Schools, ISD #709
 CONSTRUCTION MANAGER: ICS Consulting, LLC
 ENGINEER: Design Tree Engineering



BID TABULATIONS

Tuesday, March 3, 2026 @ 10:00 a.m.

WORK SCOPE 3 - Site Improvements

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Diversified Paving					
BID SECURITY	X					
ADDENDA REC'D.	X					
BASE BID:	 	170,815				
Acknowledged MN Responsible Contractor:	X					
	No bid form					

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

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

BID FROM: Diversified Paving

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 2/9/2026 relating to the construction of the Lincoln Park Middle School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 3

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

\$ One Hundred Seventy Thousand, Eight Hundred + Fifteen \$ 170,815.⁰⁰

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

Addenda No. 1 Dated 2-17-26 Addenda No. _____ Dated _____

Addenda No. 2 Dated 2-26-26 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.

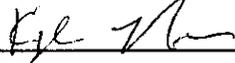
Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with 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: 23633 66th Ave.

City: Saint Augusta State: MN Zip: 56301

Phone Number: 320-428-5670 Fax Number: _____

Name (typed or printed): Kyle New

Signature: 

Title: P.M.

Date: 3-2-2026

END OF SECTION 00 41 13

ESTIMATE DATE: 3/2/2026



Raeann Wynn
ICS Builds

Lakewood Elementry Boiler update/ Propane tank site
5702 North Tischer Road
Duluth, MN 55804

<https://www.dpipaving.com/>

Site work

Remove Trees and stumps. Dispose off site

Remove topsoil and stock pile for restoration

Establish subgrade with import of up to 50 cubic yards of suitable sub base material.

Install Geotextile fabric

Install Class 5 to a maximum depth of 8" thick compacted

Aggregate Base Material and geotextile fabric

Install aggregate base material to an overall average of after compaction.

Excludes

Permits

Testing

Soil Corrections

Shouldering or Turf Restoration

Damage to Underground Utilities and Lines

Concrete Flat Work of 15' x 50' under propane tank

Concrete Flat Work per plan provided with thickened edges

Install new ready mix concrete and provide a broom finish with saw cut relief joints. Seal concrete with a cure and seal 1 step sealer.

Excludes

Gravel Base Material

Sub Base Preparation

Permits

Testing

Soil Corrections

Shouldering or Turf Restoration

Damage to Underground Utilities and Lines

Concrete Flat Work 100 In feet by 10 foot wide sidewalk along parking lot includes site prep for sidewalk

Excludes
Gravel Base Material
Sub Base Preparation
Permits
Testing
Soil Corrections
Shouldering or Turf Restoration
Damage to Underground Utilities and Lines

Restoration with hydro seeding around tank site

Install 2 bollards with plastic covers per plan

Concrete Flat Work

Install new ready mix concrete and provide a broom finish with saw cut relief joints. Seal concrete with a cure and seal 1 step sealer.

Excludes
Gravel Base Material
Sub Base Preparation
Permits
Testing
Soil Corrections
Shouldering or Turf Restoration
Damage to Underground Utilities and Lines

Chain Link Fence around tank site

Mobilization and bond

Total Bid: \$170,815

Terms

30% Down Payment

Net 15 Days

Price is good for 15 days from sent date.

Fuel surcharge of 1% of contract price for every \$0.25 increase at pump price over \$5.00.

This is a quotation on the goods named and subject to the conditions noted below:

Diversified Paving provides a one-year warranty unless stated otherwise in the description above.

Diversified Paving is released from all warranty of the asphalt installation due to cold weather paving as it is not recommended to perform asphalt paving in temperatures under 35 degrees Fahrenheit. Diversified Paving does not guarantee water drainage on any surface that is less than 1.5% slope at the time of paving as this is the industry standard. Any alterations or

Net 15 Days**Price is good for 15 days from sent date.****Fuel surcharge of 1% of contract price for every \$0.25 increase at pump price over \$5.00.****This is a quotation on the goods named and subject to the conditions noted below:**

Diversified Paving provides a one-year warranty unless stated otherwise in the description above.

Diversified Paving is released from all warranty of the asphalt installation due to cold weather paving as it is not recommended to perform asphalt paving in temperatures under 35 degrees Fahrenheit. Diversified Paving does not guarantee water drainage on any surface that is less than 1.5% slope at the time of paving as this is the industry standard. Any alterations or deviations from the specifications above which incur an extra cost will be added to the final cost of the work done. These charges will be calculated based on what is usual and customary for the rates used on similar work done by Diversified Paving. Permits are not included in the price stated above unless noted in the proposal. Some jobs may require drainage correction into grass/lawn area. This will require re-grading of that area. The owner or general contractor is responsible for all sprinkler heads and private utilities. No black dirt, seed or sod included in the above price unless otherwise stated.

The above stated price is good for 15 calendar days from the sent date. A 30% down payment is required prior to the start date. An interest charge at the rate of 1.5% per month shall be charged on any and all balances 30 calendar days past due. Payment schedule is specified and expected. A fuel surcharge of 1% of contract price for every \$0.25 increase at pump price over \$5.00 will be enforced Diversified Paving will have the right to cease work immediately and to demand either a payment bond or an escrow of funds for the work it is to do if it has a reasonable basis to believe the owners or general contractors financial responsibility is impaired. Diversified Paving may terminate this agreement if such demand is not met within 14 calendar days. Diversified Paving may file appropriate liens or bond claims, as the case may be, to assure payment of the work completed up to date of termination. The owner or general contractor, by acceptance of this proposal, agrees to pay all cost of collections, including reasonable attorney's fees incurred, in order to recover any amounts due or to become due herein. Liens or bond claims will be filed within the periods prescribed by law if any balance due herein becomes 45 calendar days past due.

Sincerely,
Diversified Paving

Paul Reinert
President



Paul Signiture.pdf

Acceptance: As an authorized agent for the above, I accept this proposal for \$_____.

Signature: _____ Date: _____.



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

Re: Addendum #2 for Bidding Documents for the
ISD #709 – Duluth Public Schools – Lakewood Elementary Boiler Replacement
5207 North Tischer Road, Duluth, Minnesota 55804

BIDS DUE March 3, 2026 AT 10:00 AM.

This addendum forms a part of the Contract Documents dated February 9, 2026. The additions, deletions, revisions/clarifications contained herein shall be made to the Drawings and Specifications for the project; and shall be included in the scope of work and Bid(s) to be submitted. Bidders are responsible to determine for themselves the work affected by items contained within this Addendum.

Acknowledge receipt of this Addendum on the space provided on the Bid Form. Failure to do so may result in disqualification of Bid.

This Addendum consists of Eight (8) typed sheets and attachments:

**** PRE-BID WALKTHROUGH MINUTES AND SIGN-IN SHEET dated February 24, 2026.**

PROJECT MANUAL – VOLUME 1 of 1

1. SPECIFICATION SECTION 01 13 01 – Work Scope 03 Site Improvements
 - a. Re-Issued this Addendum.

**Design Tree Engineering Addendum No. 2 dated February 26, 2026:
PROJECT MANUAL – VOLUME 1 of 1**

2. SPECIFICATION SECTION 23 21 23 – Hydronic Pumps
 - a. Not Re-Issued - Product Approvals for Side-Stream Filtration

DRAWINGS

Civil:

1. Drawing C601 – Civil Details
 - a. Issued this Addendum dated 2/26/26

Mechanical:

2. Drawing M401 – Mechanical Plans
 - a. Not Re-Issued – Modifications to General Renovation Notes

END OF ADDENDUM #002



Site tour w/ question and answer.

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
9.1	1	General				Open
<p>Official Documented Meeting Minutes</p> <ul style="list-style-type: none"> • The following was brought up during the site walk: <ul style="list-style-type: none"> ◦ Hunt: <ul style="list-style-type: none"> ▪ Lyssa requested the scanned electrical drawings; these have been sent over. ◦ Diversified Paving: <ul style="list-style-type: none"> ▪ Paul had asked who was trenching what. <ul style="list-style-type: none"> ▪ Trenching is by the installing contractor (Electrical to do electrical trenching, propane to do propane trenching) ▪ Paul requested the full civil drawings. There will be no civil drawings; this project is to match existing conditions and follow MNDOT specifications. MNDOT specification details to be issued via addendum 2. ▪ The geotechnical report was also discussed. It was decided that no geotechnical testing will be conducted for site work. ▪ Paul had asked if they should include a price for the sidewalk repair alongside the building. Jacob and Paul talked about including this as an alternate; this is to be included in the base bid price instead. ◦ Wescom: <ul style="list-style-type: none"> ▪ John had asked if they are to bring power to the LP tank or not. <ul style="list-style-type: none"> ▪ See drawing E401 keynote 13 for LP tank power requirements. ◦ Stack Bros: <ul style="list-style-type: none"> ▪ Josh asked if there is anything in the drawings for cleaning the existing floor in the boiler room, as it is stained with oil residue. <ul style="list-style-type: none"> ▪ Design tree to include a note for this in addendum 2. ▪ Josh also asked to get on the official bidders list, as there was an issue with the exchanges issuing addendum #1. 						

WORK SCOPE 03
SITE IMPROVEMENTS

1.01 SITE IMPROVEMENTS

- A. **Scope of Work:** This Work Scope consists of the Work directly and indirectly required by the specification sections listed below, plus project drawings, addenda, and other documents identified as part of the Agreement, regardless of design discipline, drawing sheet identification, or jurisdictional requirements.
1. Specific Specifications Sections that are the responsibility of the Work Scope:

Division 00 – Procurement Requirements / Conditions of the Contract	Complete
Division 01 – General Requirements	Complete
Division 02 – Existing Conditions	Complete
Division 31 – Earthwork	Complete
Division 32 – Exterior Improvements	Complete

1.02 PROJECT SPECIFIC SCOPE CLARIFICATIONS

- A. General Requirements for All Work Scope Categories: Refer to Section 01 1200 for additional requirements affecting this Work Scope.
- B. Coordination: Coordination must take place between all work scopes and the Construction Manager. Contractor is required to coordinate schedule and substrate requirements with all other work scopes.
- C. Multiple mobilizations as/if required to complete this scope of work
- D. Safety: Compliance and enforcement of safety programs, Refer to Section 01 5200.
- E. Includes all equipment necessary for the completion of the contractor’s work, including scaffold, hoists, forklifts, and other equipment necessary for the completion of the work.
- F. All Cutting and Patching related to this Work Scope per specification section 01 73 29.
- G. Selective Site Demolition: Removal, disposal, and salvage all selective demolition as indicated in accordance with Section 02 41 13 including, but not limited to:
 1. Removal of pavements as needed for the installation of the side walk and propane tank maintenance pad.
 2. Existing Utilities: Furnish, relocate, and install existing utilities as indicating including, but not limited to:
 - a. Locate, protect, and relocate all private utilities per the existing utilities phasing plan and the specifications.
 3. Removal and disposal of all trees, shrubs and organic items shown to be removed on the plans. Protect all trees that are called to be relocated until tree is relocated.
 - a. Remove trees and prepare site for propane tank maintenance pad and sidewalk extension.
- H. Site Clearing: Provide site clearing including, but not limited to:
 1. Removal of existing vegetation is necessary to meet construction requirements.
- I. Grading: Provide and install grading including, but not limited to:
 1. Removal of topsoil.
 2. Rough grading the site for installation of propane maintenance concrete pad and sidewalk extension.

WORK SCOPE 03
SITE IMPROVEMENTS

3. Finish grading.
 4. Finish grading for landscaped areas (lawns, planter beds, etc.) to be coordinated with future work scope.
- J. Aggregate Base Course: Furnish and Install Aggregate Base Course
1. Aggregate base course.
 2. Geotextile Fabric.
 3. This contract is to include supply and installation of an aggregate base for concrete walks.
 4. This work will include multiple mobilizations due to placement of partial base for curbs, and then additional base for pavements.
- K. Concrete Paving: Furnish and Install Concrete Paving for the propane tank maintenance pad and sidewalk extension.
- L. Site Chain Link Fences: Furnish and Install site chain link fences as it applies including, but not limited to:
1. Fence framework, fabric.
 2. Excavation for post bases.
 3. Accessories and gates.
- M. Seeding: Furnish and Install restoration seeding where disturbed during the construction process, including, but not limited to:
1. Maintain the lawn for a period of **60 days after the project's completion**, unless otherwise specified.
 2. Seeding and fertilizer.
 3. Temporary bonded fiber matrix.
- N. Bollards: Provide and install bollards
1. 6" x 8' Galvanized pipe bollard with 4' exposed above grade, paint yellow or provide poly cover. Concrete fil pipe bollard.
 2. 18" wide x 5' deep concrete footing.
- O. Traffic Control: Provide traffic control spotters/flag personal during all site activities that affect the adjacent streets.
1. Provide traffic and street barriers as required.
- P. Construction Cleaning: Perform daily construction cleaning operations for debris generated by this Work Scope.
1. Refer to Section 01 50 00 for additional requirements.
 2. Debris tracked or carried off site into traffic lanes must be cleaned up immediately. If tracking continues, this Work Scope shall provide continuous cleaning operations during construction activities.
 3. Hard surface areas shall be broom cleaned upon completion.
 4. Dust control will be the responsibility of this contract while any earthwork operations are ongoing.

WORK SCOPE 03
SITE IMPROVEMENTS

1.03 SPECIAL COORDINATION OR INSTALLATION REQUIREMENTS

- A. Field Engineering: ICS will provide benchmarks and a control line in accordance with the requirements specified in Section 01 1200.
 - 1. Control Points will be provided by ICS.
 - 2. This Work Scope is responsible for all remaining layouts.
- B. Provide all field measurements and layout work necessary for the completion of the contractor's work.
- C. Construction Phasing: Comply with special phasing, scheduling, and sequencing requirements to accommodate completion of areas as directed by ICS. Refer to Section 01 3210.
- D. Acceptance of Substrates and Existing Conditions: Starting work constitutes acceptance of existing conditions, preparatory work, and substrates that may affect the performance of this Work Scope.
- E. Complete Assembly: Provide fasteners, sealant, trim, miscellaneous components, etc. for complete installation.
 - 1. This Work Scope recognizes the contract documents do not reflect every detail necessary to provide a complete working system and therefore has included additional materials and related labor to provide a complete assembly as per the intent of the documents.
- F. Construction Cleaning: Perform daily construction cleaning operations for debris generated by this Work Scope.
 - 1. Contractors are required to allocate all work force shut down and clean both outside and inside for a duration of 1 hour, twice a week. ICS site superintendent is to coordinate the time frames as work progresses.

1.04 MATERIAL HANDLING AND STORAGE

- A. Delivery and Receiving of Materials: Refer to Section 01 1200 for additional requirements.
 - 1. Receive, unload, sort, and distribute all materials pertaining to this work scope to individual work areas.
- B. Material Storage: To be coordinated with the Construction Manger and Owner.
- C. Hoisting: Refer to Section 01 1200 for additional requirements regarding hoisting.
- D. Scaffolding: Work Scope is responsible for your own working platforms, scaffolding, and equipment necessary to access Work. Coordinate scope and timing of scaffold with ICS.
- E. Special Protection: Take special care while working above other trades and provide protection necessary to protect trades below from falling objects.

END OF WORK SCOPE 03

ADDENDUM NO. 2

Date: February 26, 2026
 Project: ISD 709 Lakewood Elementary School – Boiler Renovation
 Project Location: 5207 North Tischer Road, Duluth, MN 55804
 Owner: Independent School District 709
 Construction Manager: ICS – Mark Needham
 Bid Due Date: March 3, 2026

This Addendum shall be considered part of the contract documents for the above-mentioned project. The following items modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections. Where a portion of the Bidding Documents are modified by this Addendum, the unaltered portions of the Bidding Documents shall remain in effect. Receipt of this addendum must be acknowledged on bid form, failure to do so may subject Proposer to disqualification.

CHANGES TO BIDDING REQUIREMENTS

CHANGES TO DRAWINGS:

Civil

Drawing C601 – Civil Details
 1) Issued Drawing C601.

Mechanical

Drawing M401 – Mechanical Plans (Drawing Not Re-Issued)

- 1) Replace "General Renovation Notes" adjacent to HVAC Keyed Demolition Notes with the following:
 General Demolition Notes:
 - A. Modify existing fire protection piping and/or sprinkler heads as required to accommodate all equipment, venting and associated components and to maintain all operation and maintenance clearances.
 - B. Clean and acid-wash the existing boiler room floor and housekeeping pads to remove oil residue.

PRODUCT APPROVALS:

Section / Drawing No. & Schedule	Material / Product / ID	Approved Manufacturer
23 21 23 Hydronic Pumps	Side-Stream Filtration	Quantrol QFPBH

ATTACHMENTS:

Drawing C601 – CIVIL DETAILS

END OF ADDENDUM 2



AIA Document A310™ - 2010

Bond No. EC0000130

Bid Bond

CONTRACTOR:

(Name, legal status and address)

R & K Industries LLC DBA Diversified Paving
23633 66th Ave

St. Augusta, MN 56301

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)

ISD#709-Duluth Public Schools

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

PROJECT: Install Concrete Structure for 18,000 # Propane Tank, Earthwork, Concrete, Chain Link Fence

(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 2nd day of March, 2026

(Witness)

(Witness)

R & K Industries LLC DBA Diversified Paving

(Principal)

(Title)

Swiss Re Corporate Solutions America Insurance Corporation

(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.

Init

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ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
County of _____)

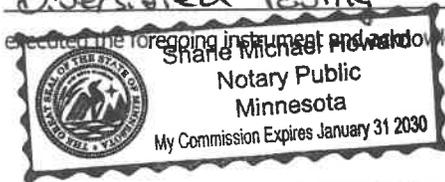
On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of Minnesota)
County of Stearns)

On this 2nd day of March, in the year 2026, before me personally come(s) Paul Reiner, 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.



Shane Michael
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 2nd day of March, in the year 2026, before me personally come(s) Troy Staples, Attorney(s)-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 (are) the Attorney(s)-in-Fact of Swiss Re Corporate Solutions America Insurance Corporation 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

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:

TROY STAPLES, ZACHARY PATE, NICHOLAS HOCHBAN, THOMAS LAHL, THOMAS KEMP, JENNIFER BOYLES, and JOEL KRECH

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 9TH day of FEBRUARY, 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 9TH day of FEBRUARY, 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 2nd day of March, 2023.



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