

September 6, 2022

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

Re: Becker Public Schools Primary/EEC Additions and Remodeling  
Becker, MN 55308

Dear Board Members:

ICS has reviewed the bids that were received on Thursday, August 11<sup>th</sup>, 2022, for the above-referenced project. Bids were received for Fifteen (15) work scope packages. Please note that on the Bid Form a unit price was requested from Contractors bidding the project. This unit price, if accepted, is not taken into consideration when reviewing the Bids. Additionally, if used to modify the work noted, the change to the Contract would be noted and executed in a future Change Order. Our recommendation for award is as follows:

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**Work Scope 1 – Earthwork, Utilities, Exterior Improvements**

**Wruck Excavating**

BASE BID:	\$989,187.00
Unit Price No. 1 – Soil Corrections	\$40.00/CY

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<b>TOTAL</b>	<b>\$989,187.00</b>
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**Work Scope 2 – Concrete and Masonry**

**W. Gohman Const. Co.**

BASE BID:	\$1,333,000.00
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<b>TOTAL</b>	<b>\$1,333,000.00</b>
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**Work Scope 3 – Structural Steel Supply**

**DAKA Corporation**

BASE BID:	\$424,810.00
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<b>TOTAL</b>	<b>\$424,810.00</b>
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**Work Scope 4 – Structural Steel Installation**

**Spartan Steel Erectors, Inc.**

BASE BID:	\$168,100.00
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<b>TOTAL</b>	<b>\$168,100.00</b>
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**Work Scope 5 – Roofing and Metal Panel**

**McDowall Company**

BASE BID: \$577,700.00

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**TOTAL \$577,700.00**

**Work Scope 6 – Steel Stud and Drywall**

**Commercial Drywall, Inc.**

BASE BID: \$595,698.00

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**TOTAL \$595,698.00**

**Work Scope 7 – General Construction**

**Century Construction Company**

BASE BID: \$960,000.00

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**TOTAL \$960,000.00**

**Work Scope 8 – Aluminum Doors, Windows and Glazing**

**Northern Glass & Glazing**

BASE BID: \$259,000.00

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**TOTAL \$259,000.00**

**Work Scope 9 – Wall Coverings**

**Gunion Painting**

BASE BID: \$67,485.00

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**TOTAL \$67,485.00**

**Work Scope 10 – Acoustical Ceilings and Acoustical Treatment**

**MDI, Inc.**

BASE BID: \$129,900.00

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**TOTAL \$129,900.00**

**Work Scope 11 – Flooring and Tile**

**Grazzini Brothers & Company**

BASE BID: \$418,570.00

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**TOTAL \$418,570.00**

**Work Scope 12 – Fire Suppression**

**Summit Fire Protection**

BASE BID: \$124,000.00

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**TOTAL \$124,000.00**

**Work Scope 13 - Mechanical**

**Masters Plumbing Heating & Cooling, LLC**

BASE BID: \$2,011,500.00

Alternate 1a – Provide a cost to install and provide \$1,000.00

Controls by Alerton – **Not Accepted**



Alternate 1C – Controls by Automated Logic (\$12,000.00)  
**Not Accepted**

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<b>TOTAL</b>	<b>\$2,011,500.00</b>
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**Work Scope 14 – Electrical**  
**Hubbard Electric, Inc.**

BASE BID: \$671,000.00

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<b>TOTAL</b>	<b>\$671,000.00</b>
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**Work Scope 15 – Post & Frame Storage Building**  
**Ebert, Inc.**

BASE BID: \$227,000.00

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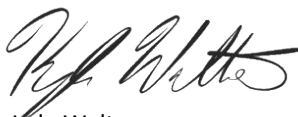
<b>TOTAL</b>	<b>\$227,000.00</b>
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Based on the recommendations above, we recommend that the district enter into a contract with the above-mentioned contractors for the total bid amount of \$8,956,950.00.

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

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

Regards,



Kyle Walter  
Project Director

KS JU  
Enclosures



# Becker Public Schools Primary/EEC Additions and Renovations

OWNER: Becker Public Schools, ISD 726

CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

## BID TABULATIONS

Thursday, August 11th, 2:00 PM

Work Scope 1: Earthwork  
Utilities, Ext. Improvement

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	WRUCK	OS SITEWORK	VEIT			
BID SECURITY	X	X	X			
ADDENDA REC'D.	1,2,3	1,2,3	1,2,3			
BASE BID:	989,187	1,224,102	1,066,573			
MN Responsible Contractor	X	X	X			
ALTERNATES:						
Alt. No. 1a - Provide a cost to install and provide control by Alerton						
Alt. No. 1b - Controls by Automated Logic						
UNIT PRICES:						
Soil Corrections Per Cubic yard	40/cu yd	40/cu yd	40/cu yd			



# Becker Public Schools Primary/EEC Additions and Renovations

OWNER: Becker Public Schools, ISD 726

CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

## BID TABULATIONS

Thursday, August 11th, 2:00 PM

Work Scope 2: Concrete & Masonry

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	W. GOTHMAN	EBERT	B&D			
BID SECURITY	X	X	X			
ADDENDA REC'D.	1,2,3	1,2,3	1,2,3			
BASE BID:	1,333,000	1,362,000	1,404,000			
MN Responsible Contractor	X	X	X			
ALTERNATES:						
Alt. No. 1a - Provide a cost to install and provide control by Alerton						
Alt. No. 1b - Controls by Automated Logic						
UNIT PRICES:						
Soil Corrections Per Cubic yard						

# Becker Public Schools Primary/EEC Additions and Renovations

OWNER: Becker Public Schools, ISD 726

CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

## BID TABULATIONS

Thursday, August 11th, 2:00 PM

Work Scope 3: Steel Material

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Ben's Structural	DAKA CORP.				
BID SECURITY	x	x				
ADDENDA REC'D.	1,2,3	1,2,3				
BASE BID:	457,200	424,810				
MN Responsible Contractor	x	x				
ALTERNATES:						
Alt. No. 1a - Provide a cost to install and provide control by Alerton						
Alt No. 1b - Controls by Automated Logic						
UNIT PRICES:						
Soil Corrections Per Cubic yard						

# Becker Public Schools Primary/EEC Additions and Renovations

OWNER: Becker Public Schools, ISD 726

CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

## BID TABULATIONS

Thursday, August 11th, 2:00 PM

Work Scope 4: Steel Erection

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	SPARTAN STEEL	A.M.E. CONST.	INNOVATIVE BUILDERS			
BID SECURITY	X	X	X			
ADDENDA REC'D.	1,2,3	1,2,3	1,2,3			
BASE BID:	168,100	168,400	169,500			
MN Responsible Contractor	X	X	X			
ALTERNATES:						
Alt. No. 1a - Provide a cost to install and provide control by Alerton						
Alt No. 1b - Controls by Automated Logic						
UNIT PRICES:						
Soil Corrections Per Cubic yard						

# Becker Public Schools Primary/EEC Additions and Renovations

OWNER: Becker Public Schools, ISD 726

CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

## BID TABULATIONS

Thursday, August 11th, 2:00 PM

Work Scope 5: Roofing and Metal Panel

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	MCDOWALL					
BID SECURITY	x					
ADDENDA REC'D.	1,2,3					
BASE BID:	577,700					
MN Responsible Contractor	x					
ALTERNATES:						
Alt. No. 1a - Provide a cost to install and provide control by Alerton						
Alt No. 1b - Controls by Automated Logic						
UNIT PRICES:						
Soil Corrections Per Cubic yard						

# Becker Public Schools Primary/EEC Additions and Renovations

OWNER: Becker Public Schools, ISD 726

CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

## BID TABULATIONS

Thursday, August 11th, 2:00 PM

Work Scope 6: Steel Stud and Drywall

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Commercial Drywall					
BID SECURITY	X					
ADDENDA REC'D.	1, 2, 3					
BASE BID:	595,698					
MN Responsible Contractor	X					
ALTERNATES:						
Alt. No. 1a - Provide a cost to install and provide control by Alerton						
Alt No. 1b - Controls by Automated Logic						
UNIT PRICES:						
Soil Corrections Per Cubic yard						

# Becker Public Schools Primary/EEC Additions and Renovations

OWNER: Becker Public Schools, ISD 726

CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

## BID TABULATIONS

Thursday, August 11th, 2:00 PM

Work Scope 7: General Construction

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	BRADBURY STAMM	EBERT	CENTURY	W. GOHMAN	Y. AMREY	
BID SECURITY	x	x	x	x	x	
ADDENDA REC'D.	1,2,3	1,2,3	1,2,3	1,2,3	1,2,3	
BASE BID:	1,285,000	1,073,000	960,000	1,124,000	1,010,000	
MN Responsible Contractor	x	x	x	x	x	
ALTERNATES:						
Alt. No. 1a - Provide a cost to install and provide control by Alerton						
Alt No. 1b - Controls by Automated Logic						
UNIT PRICES:						
Soil Corrections Per Cubic yard						



**Becker Public Schools Primary/EEC Additions and Renovations**

OWNER: Becker Public Schools, ISD 726

CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

**BID TABULATIONS**

Thursday, August 11th, 2:00 PM

ork Scope 8: Aluminum Doors, Windows and Glazing

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	NORTHEAN GLASS & GLAZING	HEARTLAND GLASS	EAST SIDE GLASS	FORD METRO		
BID SECURITY	X	X	X	X		
ADDENDA REC'D.	1, 2, 3	1, 2, 3	1, 2, 3	1, 2, 3		
BASE BID:	259,000	288,897	266,250	266,480		
MN Responsible Contractor	X	X	X	X		
ALTERNATES:						
Alt. No. 1a - Provide a cost to install and provide control by Alerton						
Alt No. 1b - Controls by Automated Logic						
UNIT PRICES:						
Soil Corrections Per Cubic yard						

# Becker Public Schools Primary/EEC Additions and Renovations

OWNER: Becker Public Schools, ISD 726

CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

## BID TABULATIONS

Thursday, August 11th, 2:00 PM

Work Scope 9: Wall Coverings

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	HEINKMEYER CONTINGUS	GUNTON PAINTING				
BID SECURITY	X	X				
ADDENDA REC'D.	1,2,3	1,2,3				
BASE BID:	128,600	67,485				
MN Responsible Contractor	X	X				
ALTERNATES:						
Alt. No. 1a - Provide a cost to install and provide control by Alerton						
Alt No. 1b - Controls by Automated Logic						
UNIT PRICES:						
Soil Corrections Per Cubic yard						



# Becker Public Schools Primary/EEC Additions and Renovations

OWNER: Becker Public Schools, ISD 726

CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

## BID TABULATIONS

Thursday, August 11th, 2:00 PM

Work Scope 10: Acoustical Ceilings and Acoustical Treatment

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	MN ACOUSTICS	SONOS	Twm City Acoustics	MDI Inc.	St. Cloud Acoustics	ARCH. SALES OF MN
BID SECURITY	X	X	X	Check	X	X
ADDENDA REC'D.	1,2,3	1,2,3	1,2,3	1,2,3	1,2,3	1,2,3
BASE BID:	145,300	150,955	158,200	129,900	183,270	197,833
MN Responsible Contractor	X	X	X	X	X	X
ALTERNATES:						
Alt. No. 1a - Provide a cost to install and provide control by Alerton						
Alt. No. 1b - Controls by Automated Logic						
UNIT PRICES:						
Soil Corrections Per Cubic yard						

# Becker Public Schools Primary/EEC Additions and Renovations

OWNER: Becker Public Schools, ISD 726

CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

## BID TABULATIONS

Thursday, August 11th, 2:00 PM

Work Scope 11: Flooring and Tile

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	MCI	GRAZZINI				
BID SECURITY	X	X				
ADDENDA REC'D.	1,2,3	1,2,3				
BASE BID:	467,000	418,570				
MN Responsible Contractor	X	X				
ALTERNATES:						
Alt. No. 1a - Provide a cost to install and provide control by Alerton						
Alt. No. 1b - Controls by Automated Logic						
UNIT PRICES:						
Soil Corrections Per Cubic yard						

# Becker Public Schools Primary/EEC Additions and Renovations

OWNER: Becker Public Schools, ISD 726

CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

## BID TABULATIONS

Thursday, August 11th, 2:00 PM

Work Scope 12: Fire Suppression

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Summit					
BID SECURITY	X					
ADDENDA REC'D.	1,2,3					
BASE BID:	124,000					
MN Responsible Contractor	X					
ALTERNATES:						
Alt. No. 1a - Provide a cost to install and provide control by Alerton						
Alt No. 1b - Controls by Automated Logic						
UNIT PRICES:						
Soil Corrections Per Cubic yard						

# Becker Public Schools Primary/EEC Additions and Renovations

OWNER: Becker Public Schools, ISD 726

CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

## BID TABULATIONS

Thursday, August 11th, 2:00 PM

Work Scope 13: Mechanical

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	McDOWALL	EL-JAY	SCR	WEIDNER	MASTERS	SENTRA-SOTA
BID SECURITY	X	X	X	X	X	X
ADDENDA REC'D.	1,2,3	1,2,3	1,2,3	1,2,3	1,2,3	1,2,3
BASE BID:	2,269,700	2,178,000	2,168,000	2,180,000	2,011,500	2,033,000
MN Responsible Contractor	X	X	X	X	X	X
ALTERNATES:						
Alt. No. 1a - Provide a cost to install and provide control by Alerton	5,000	300	11,500	1,000	1,000	1,000
Alt No. 1b - Controls by Automated Logic	-NO-CHANGE	65,000	63,500	Deduct - 7000	Deduct - 12,500	Deduct - 12,000
UNIT PRICES:						
Soil Corrections Per Cubic yard						

# Becker Public Schools Primary/EEC Additions and Renovations

OWNER: Becker Public Schools, ISD 726

CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

## BID TABULATIONS

Thursday, August 11th, 2:00 PM

Work Scope 13: Mechanical

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	RS MECHANICAL	CLIMATE MAKERS				
BID SECURITY	x	x				
ADDENDA REC'D.	1,2,3	1,2,3				
BASE BID:	2,207,000	2,517,000				
MN Responsible Contractor	x	x				
ALTERNATES:						
Alt. No. 1a - Provide a cost to install and provide control by Alerton	300	300				
Alt. No. 1b - Controls by Automated Logic	64,848	Deduct - 12,000				
UNIT PRICES:						
Soil Corrections Per Cubic yard						

# Becker Public Schools Primary/EEC Additions and Renovations

OWNER: Becker Public Schools, ISD 726

CONSTRUCTION MANAGER: ICS Consulting, LLC (ICS)

## BID TABULATIONS

Thursday, August 11th, 2:00 PM

Work Scope 14: Electrical

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	KLEIN	A.J. MOORE	DESIGN	HUBBARD	AUGUSTA	
BID SECURITY	X	X	X	X	X	
ADDENDA REC'D.	1,2,3	1,2,3	1,2,3	1,2,3	1,2,3	
BASE BID:	754,000	734,600	887,978	671,000	763,000	
MN Responsible Contractor	X	X	X	X	X	
ALTERNATES:						
Alt. No. 1a - Provide a cost to install and provide control by Alerton						
Alt No. 1b - Controls by Automated Logic						
UNIT PRICES:						
Soil Corrections Per Cubic yard						



**OWNER:** Becker Public Schools, ISD 726

## BID TABULATIONS

### Work Scope 15: Post & Frame Storage Building

EBERT

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726  
12000 2<sup>nd</sup> St. SE  
Becker, MN 55308

BID FROM: Veit & Company, Inc.

14000 Veit Pace

Rogers, MN

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects, Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 01 - Earthwork, Utilities, Exterior Improvements

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

\$ One Million, Sixty Six Thousand Five  
Hundred Seventy Three + no cents

\$ 1,066,573.00

2. Work Scope N/A

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

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

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

3. Work Scope N/A

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

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

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



4. COMBINED WORK SCOPE BID

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

N/A

for the Combined Base Bid Sum of:

\$

N/A

\$

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ Forty + no cents

\$ 40.00 cy

ALTERNATES:

Alternate No. 1: Controls

1. Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.

a. Controls by Alerton

\$

\$

b. Controls by Automated Logic

\$

\$

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

Addenda No. 1 Dated 7/25/22 Addenda No. 2 Dated 8/1/22

Addenda No. 3 Dated 8/5/22 Addenda No.        Dated

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

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

Street Address: 14000 Veit Pace

City: Rogers State: MN Zip: 55374

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

Name (typed or printed): Steven J Hedtke

Signature: 

Title: Chief Financial Officer

Date: 8/11/22

END OF SECTION 00 41 13

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Veit & Company, Inc.

14000 Veit Place  
Rogers, MN 55374

### SURETY:

(Name, legal status and principal place of business)

Western Surety Company  
151 N. Franklin St, 17th Floor  
Chicago, IL 60606

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

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

### OWNER:

(Name, legal status and address)

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

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

### PROJECT:

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

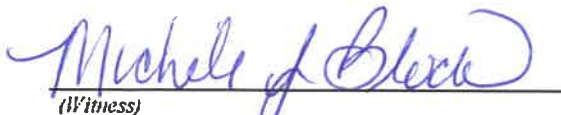
Becker Public School Primary/EEC Additions and Remodeling, Becker, Minnesota

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

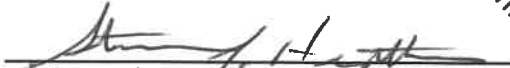
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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 August 2022

  
(Witness)

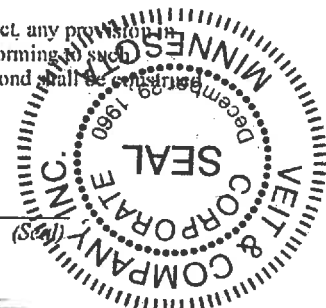
Veit & Company, Inc.  
(Principal)

  
(Title) C. F. O.

  
(Witness)

Western Surety Company  
(Surety)

  
(Title) Rocklyn C. Bullis, Attorney-in-Fact



## LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and said that he/she resides in \_\_\_\_\_ that he/she is a member, manager, officer of the limited liability company of \_\_\_\_\_ and the he/she is duly authorized to execute the foregoing agreement 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 Hennepin ) ss

On the 9th day of August, 2022, before me personally appeared Steven J Hedtke to me known, who being by me duly sworn, did depose and say: that he resides in Maple Grove that he is the CFO President of the Corporation

Veit & Company, Inc.

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

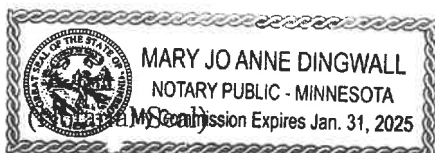


Notary Public, Michele J. Block  
County, Wright  
My commission expires 1-31-25

## ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF Minnesota )  
COUNTY OF Dakota ) ss

On the \_\_\_\_\_ 3rd day of \_\_\_\_\_ August, 2022, before me appeared Rocklyn C Bullis to be personally known, who is being by me duly sworn, did say that he 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 in behalf of said corporation by the aforesaid officer, by authority of its board of directors, and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.



Notary Public, Mary Jo Anne Dingwall  
County, Carver  
My commission expires 01/31/2025

# 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

**Dennis G Diessner, Amy M Burns, Mark N Kampf, Thomas M Reuder, Rocklyn C Bullis, Jeffrey J Larson, Lisa Flick, Jonathon Diessner, Yaralitza Rivas, Rebecca Thornburg, 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 By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

**In Witness Whereof**, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of October, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 27th day of October, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 3rd day of August, 2022



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

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

**Authorizing By-Law**

**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.

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726  
12000 2<sup>nd</sup> St. SE  
Becker, MN 55308

BID FROM: U.S. SiteWork, Inc.  
11040 183rd Circle NW, Suite B  
Elk River, MN 55330

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects, Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** Work Scope 01 – Earthwork, Utilities, Exterior Improvements
  - a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:  
One million two hundred twenty-four thousand  
One hundred two dollars and zero cents \$ 1,224,102.00
  
2. **Work Scope** N/A
  - a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:  
\$ N/A \$ N/A
  
3. **Work Scope** N/A
  - a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:  
\$ N/A \$ N/A

**4. COMBINED WORK SCOPE BID**

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

N/A

for the Combined Base Bid Sum of:

\$ N/A

\$ N/A

**UNIT PRICES:**

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ Forty dollars and zero cents

\$ 40.00

**ALTERNATES:**

Alternate No. 1: Controls

1. Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.

- a. Controls by Alerton

\$ No Change

\$ N/A

- b. Controls by Automated Logic

\$ No Change

\$ N/A

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

Addenda No. 01 Dated 07/25/2022 Addenda No. 03 Dated 08/05/2022

Addenda No. 02 Dated 08/01/2022 Addenda No. N/A Dated N/A



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

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

Street Address: 11040 183rd Circle NW, Suite B

City: Elk River State: MN Zip: 55371

Phone Number: (763) 280-8508 Fax Number: (763) 280-8506

Name (typed or printed): Bart Anderson

Signature: 

Title: CEO

Date: 08/11/2022

**END OF SECTION 00 41 13**

## BID BOND

## TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA Hartford, Connecticut 06183

---

**CONTRACTOR:**

*(Name, legal status and address)*

U.S. SiteWork, Inc.  
11040 183rd Circle NW Suite B  
Elk River, MN 55330

**SURETY:**

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

Travelers Casualty and Surety Company of America  
One Tower Square - 2SHS  
Hartford, CT 06183

**OWNER:**

*(Name, legal status and address)*

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

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

**PROJECT:**

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

Becker Public Schools Primary School ECFE Additions & Renovations

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

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

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

Signed and sealed this 5th day of August, 2022

Jessica West  
(Witness)

Rita Carlson  
(Witness)

U.S. SiteWork, Inc.

(Principal)

CEO

(Title)

Travelers Casualty and Surety Company of America

(Surety)

(Seal)

John C. Klein

(Title)

Attorney-in-Fact

**INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT**

STATE OF  
COUNTY OF

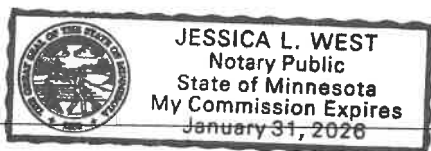
On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known to be the person \_\_\_\_\_ described in and who executed the foregoing bond, and acknowledged that \_\_\_\_\_ he \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

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

**CORPORATION ACKNOWLEDGMENT**

STATE OF MINNESOTA  
COUNTY OF Shuburne

On this 11th day of August, 2022, before me personally came Bart Anderson to me known, who being by me duly sworn, did depose and say; that he is the CEO of \_\_\_\_\_ U.S. SiteWork, Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.



Jessica West

Notary Public

**SURETY ACKNOWLEDGMENT**

STATE OF MINNESOTA  
COUNTY OF HENNEPIN

On this \_\_\_\_\_ 5th day of \_\_\_\_\_ August, 2022, before me appeared \_\_\_\_\_ JOHN C. KLEIN to me personally known, who, being duly sworn, did say that he is the Attorney-in-Fact of \_\_\_\_\_ Travelers Casualty and Surety Company of America of \_\_\_\_\_ Hartford, CT that the seal affixed to the foregoing instrument is the corporation seal of said corporation; that the said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he did also acknowledge that he executed the said instrument as the free act and deed of said Company.



Rita Carlson

Notary Public



**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 **JOHN C KLEIN** of **MINNEAPOLIS**, 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 **5th** day of **August**, 2022.



  
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.**



## DEPARTMENT OF LABOR AND INDUSTRY

### LICENSE/CERTIFICATE/REGISTRATION DETAIL

Class Type:	CONTRACTOR REGISTRATION	Number:	IR685712
Application No:	341219	Status:	ISSUED
Expire Date:	12/31/2023	Effect Date:	1/1/2022
Orig Date:	9/15/2014	Print Date:	
Enforcement Action:	NO		
Workplace Experience:	N/A		

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Name:	U.S. SITEWORK, INC.
Address:	11040 183RD CIRCLE NW SUITE B ELK RIVER , MN 55330
Phone:	

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726  
12000 2<sup>nd</sup> St. SE  
Becker, MN 55308

BID FROM: Wruick Excavating Inc  
15920 US Hwy 10 P.O. Box 455  
Becker MN 55308

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects, Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

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

\$ Nine hundred, eighty-nine thousand, one hundred, eighty-seven \$ 989,187

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

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

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

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

4. COMBINED WORK SCOPE BID

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

\_\_\_\_\_

for the Combined Base Bid Sum of: \$ \_\_\_\_\_ \$

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ 40.00 \$ 40.00 per CY

ALTERNATES:

Alternate No. 1: Controls

1. Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.

- a. Controls by Alerton

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

- b. Controls by Automated Logic

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

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

Addenda No. 1 Dated 7-25-22 Addenda No. 3 Dated 8-5-22

Addenda No. 2 Dated 8-1-22 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_



**Responsible Contractor:** By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in 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: 15920 US Hwy 10  
City: Becker State: Mn Zip: 55308  
Phone Number: 763-262-0871 Fax Number: \_\_\_\_\_  
Name (typed or printed): Tony M Wuck  
Signature: T M Wuck  
Title: President  
Date: 8-11-22

END OF SECTION 00 41 13

**AIA****Document A310™ – 2010**

Bond No. FB0002715

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

Wruck Excavating, Inc.  
15920 US HWY 10 SE  
P.O. Box 455  
Becker, MN 55308

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

GRANITE RE, INC.  
14001 Quailbrook Drive

Oklahoma City, OK 73134

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

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

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

ISD#726-Becker Public Schools

**BOND AMOUNT: Five Percent of the Bid Amount (5% of Bid Amount)****PROJECT: Becker Primary and EEC Addition***(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 11th day of August, 2022*(Witness)**(Witness)*

Wruck Excavating, Inc.  
*(Principal)*

*(Seal)*

*(Title)*  
GRANITE RE, INC.  
*(Surety)*

*(Seal)**(Title)* Troy Staples, Attorney-in-Fact

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

Init.

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081119



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

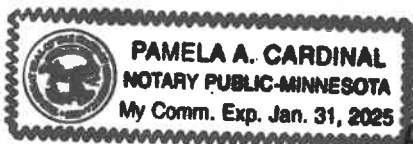
On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally come(s) \_\_\_\_\_, a member of the co-partnership of \_\_\_\_\_ to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same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

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

## ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of MN )  
County of Shelburne )

On this 11 day of August, in the year 22, before me personally come(s) Tony Wruck, to me known, who, being duly sworn, deposes and says that he/she is the Owner of the Wruck Excavating Inc. the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

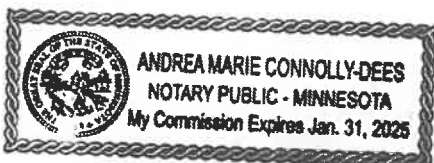


Pamela A. Cardinal  
Notary Public

## ACKNOWLEDGMENT OF SURETY

State of Minnesota )  
County of Dakota )

On this 11th day of August, in the year 2022, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of GRANITE RE. INC., with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of 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.



Andrea Marie Connolly-Dees  
Notary Public

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

Know all Men by these Presents:

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

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

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

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

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3<sup>rd</sup> day of January, 2020.



STATE OF OKLAHOMA )  
 ) SS:  
COUNTY OF OKLAHOMA )

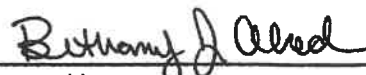
  
Kenneth D. Whittington, President

  
Kyle P. McDonald, Assistant Secretary

On this 3<sup>rd</sup> day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:  
April 21, 2023  
Commission #: 11003620



  
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  
11th day of August, 2022.



  
Kyle P. McDonald, Assistant Secretary



SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726  
**12000 2<sup>nd</sup> St. SE**  
Becker, MN 55308

BID FROM: B&D ASSOCIATES, LLC

1410 SYLVAN STREET

ST. PAUL, MN 55117

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling, undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

**Base Bids**

1. **Work Scope** 02 - CONCRETE & MASONRY

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

\$ ONE MILLION FOUR HUNDRED AND FOUR THOUSAND

\$ 1,404,000

2. **Work Scope** \_\_\_\_\_

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

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

\$

3. **Work Scope** \_\_\_\_\_

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

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

\$

4. COMBINED WORK SCOPE BID

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

\_\_\_\_\_

for the Combined Base Bid Sum of:

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

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

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

ALTERNATES:

Alternate No. 1: Controls

1. Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.

- a. Controls by Alerton

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

- b. Controls by Automated Logic

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

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

Addenda No. 1 Dated 7/25/22 Addenda No. 3 Dated 8/5/22

Addenda No. 2 Dated 8/1/22 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_



**Responsible Contractor:** By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in 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: 1410 SYLVAN STREET

City: ST. PAUL State: MN Zip: 55117

Phone Number: 651-489-8001 Fax Number: \_\_\_\_\_

Name (typed or printed): TIM SELKEN

Signature: 

Title: VICE PRESIDENT/OWNER

Date: 8/11/22

END OF SECTION 00 41 13



# AIA Document A310™ – 2010

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

B&D ASSOCIATES, LLC  
1410 Sylvan Street - Suite 200  
St. Paul, MN 55117

### SURETY:

(Name, legal status and principal place of business)

OLD REPUBLIC SURETY COMPANY  
445 South Moorland Road  
Brookfield, WI 53005

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)

BECKER PUBLIC SCHOOLS, ISD 726  
12000 Hancock Street, Becker, MN 55308

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

### PROJECT:

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

Becker Public Schools Primary/EEC Additions and Remodeling - 2A Concrete and Masonry

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 11th day of August, 2022

(Witness)

B&D ASSOCIATES, LLC  
(Principal)

(Seal)

(Title)

(Witness)

OLD REPUBLIC SURETY COMPANY  
(Surety)

(Seal)

(Title)

Judy A. Szalewski, Attorney in Fact

STATE OF WISCONSIN     )  
  )     SS:  
COUNTY OF MILWAUKEE )

On this 11<sup>th</sup> day of August, 2022 before me, a Notary Public within and for said County and State, personally appeared Trudy A. Szalewski known to me to be the Attorney-in-Fact of Old Republic Surety Company the corporation described in and which executed the within the foregoing instrument and known to me to be the person who executed the said instrument on behalf of said corporation and she duly acknowledged to me that such corporation executed the same.

Jill J. Anhalt

Notary Public: Milwaukee County, Wisconsin  
Commission Expires: 3-31-2023





# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

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

Trudy A. Szalewski, Brian Lester Krause of Milwaukee, WI

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

### ALL WRITTEN INSTRUMENTS

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

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

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

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

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

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

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 14th day of April, 2020.

Karen J. Haffner  
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 14th day of April, 2020, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson  
Notary Public

My Commission Expires: September 28, 2022

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

### CERTIFICATE

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

24 5077



Signed and sealed at the City of Brookfield, WI this 11th day of August, 2022.

Karen J. Haffner  
Assistant Secretary

ORSC 22262 (3-06)

AON Risk Services Central Inc

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726  
12000 2<sup>nd</sup> St. SE  
Becker, MN 55308

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

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope #02 - Concrete & Masonry

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

\$ one million three hundred sixty two thousand

\$ 1,362,000

~~2. Work Scope \_\_\_\_\_~~

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

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

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

~~3. Work Scope \_\_\_\_\_~~

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

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

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



**4. ~~COMBINED WORK SCOPE BID~~**

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

\_\_\_\_\_

for the Combined Base Bid Sum of:

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

\$  

**UNIT PRICES:**

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ NA \_\_\_\_\_

\$ NA

**ALTERNATES:**

Alternate No. 1: Controls

1. Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.

a. Controls by Alerton

\$ NA \_\_\_\_\_

\$ NA

b. Controls by Automated Logic

\$ NA \_\_\_\_\_

\$ NA

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

Addenda No. 1 Dated 7/25/22 Addenda No. 3 Dated 8/5/22

Addenda No. 2 Dated 8/1/22 Addenda No.   Dated

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

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

Street Address: 23350 County Rd 10

City: Corcoran State: MN Zip: 55357

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

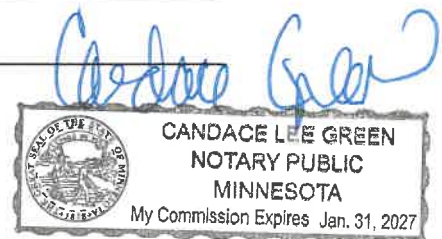
Name (typed or printed): Markus R Ebert

Signature: 

Title: Vice President / Secretary

Date: August 11, 2022

END OF SECTION 00 41 13



# MERCHANTS BONDING COMPANY™

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

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

**Ebert, Inc. dba Ebert Construction**  
**23350 County Road 10**  
**Corcoran, MN 55357**

### SURETY:

(Name, legal status and principal place  
of business)

**Merchants Bonding Company (Mutual)**  
**A Corporation**  
**6700 Westown Parkway, West Des Moines, IA 50266**

### OWNER:

(Name, legal status and address)

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

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

### PROJECT:

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

**Primary/EEC Addition & Remodeling - Becker, MN**

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

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

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

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

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

Signed and sealed this **5th** day of **August** **2022**

  
(Witness)

**Ebert, Inc. dba Ebert Construction**

(Principal)

**Markus Ross Ebert**  
(Title)

(Seal)

**Vice President & Secretary**

  
(Witness)

**Merchants Bonding Company (Mutual)**

(Surety)

**Karla Deutsch Hunt**  
(Title)

(Seal)

**Attorney-In-Fact**

CON 0657 (2/15)

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



ACKNOWLEDGMENT OF INDIVIDUAL

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

ACKNOWLEDGMENT OF PRINCIPAL

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

Notary Seal

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

ACKNOWLEDGMENT OF PARTNERSHIP

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

ACKNOWLEDGMENT OF PRINCIPAL

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

Notary Seal

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

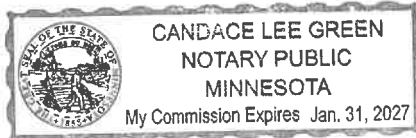
ACKNOWLEDGMENT OF CORPORATION

State of Minnesota )  
 ) ss.  
County of Hennepin )

ACKNOWLEDGMENT OF PRINCIPAL

On this 5th day of August 2022, before me personally appeared Markus Ross Ebert, who acknowledged that he or she is the Vice President of a corporation whose name is subscribed on this bond form, and that, as a corporate officer, he or she is authorized to execute the bond for the purposes therein contained.

Notary Seal



Candace Green  
Notary Public

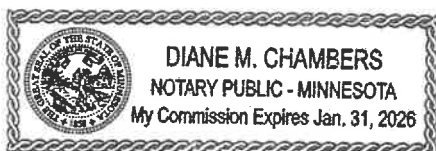
ACKNOWLEDGMENT OF SURETY

State of Minnesota )  
 ) ss.  
County of Hennepin )

ACKNOWLEDGMENT OF SURETY

On this 5th day of August, 2022, before me personally appeared Karla Deutsch Hunt, who acknowledged that he or she is the attorney in fact who is authorized on behalf of Merchants Bonding Company, corporation, on the behalf of the corporation.

Notary Seal



Diane M. Chambers  
Notary Public

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

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

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

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

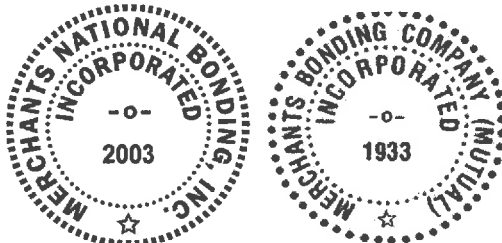
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings,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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 28th day of March, 2022.

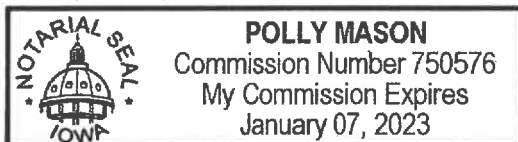


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

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

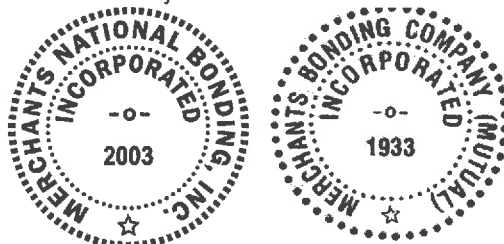


(Expiration of notary's commission does not invalidate this instrument)

*Polly Mason*  
Notary Public

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 5th day of August, 2022.



*William Warner Jr.*  
Secretary

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

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

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

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

**Minnesota Department of Human Rights**

**FOR THE DEPARTMENT BY:**

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

Rebecca Lucero, Commissioner

AN EQUAL OPPORTUNITY EMPLOYER

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

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

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

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

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

**Minnesota Department of Human Rights**

**FOR THE DEPARTMENT BY:**

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

Rebecca Lucero, Commissioner

**AN EQUAL OPPORTUNITY EMPLOYER**

540 Fairview Ave N, Suite 201 • St. Paul, MN 55104 • Tel 651.539.1100  
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SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726  
12000 2<sup>nd</sup> St. SE  
Becker, MN 55308

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

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 02 - Concrete & Masonry

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

\$ one million three hundred thirty three thousand and 60/100 \$ 1,333,000

2. Work Scope N/A

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

\$ N/A \$ N/A

3. Work Scope N/A

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

\$ N/A \$ N/A

**4. COMBINED WORK SCOPE BID**

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

N/A

for the Combined Base Bid Sum of:

\$ N/A

\$ N/A

**UNIT PRICES:**

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ N/A

\$ N/A

**ALTERNATES:**

Alternate No. 1: Controls

1. Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.

a. Controls by Alerton

\$ N/A

\$ N/A

b. Controls by Automated Logic

\$ N/A

\$ N/A

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

Addenda No. 1 Dated 7/25/2022 Addenda No. 3 Dated 8/5/2022

Addenda No. 2 Dated 8/1/2022 Addenda No.        Dated

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

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

Street Address: 815 County Road 75 E., PO Box 250

City: St. Joseph State: MN Zip: 56374

Phone Number: 320-363-7781 Fax Number: 320-363-7207

Name (typed or printed): Michael Gohman

Signature: 

Title: President

Date: 8/11/2022

**END OF SECTION 00 41 13**

# OHIO FARMERS INSURANCE COMPANY

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

Conforms to Document A310™ - 2010

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

**W. Gohman Construction Co.**  
815 E County Road 75  
Saint Joseph, MN 56374

### SURETY:

(Name, legal status and principal place of business)

**OHIO FARMERS INSURANCE COMPANY**  
1 Park Circle, PO Box 5001  
Westfield Center, OH 44251-5001

### OWNER:

(Name, legal status and address)

**Becker Public Schools**  
12000 Hancock Street  
Becker, MN 55308

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

### PROJECT:

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



**Becker Public Schools Primary/EEC Additions & Remodeling**  
**Work Scope 02 – Concrete and Masonry**  
**Becker, MN**


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

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

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

Signed and sealed this 2nd day of August, 2022

  
(Witness)  
  
(Witness)

**W. Gohman Construction Co.**  
(Principal) (Seal)  
By:   
(Title)

**OHIO FARMERS INSURANCE COMPANY**  
(Surety) (Seal)  
By:   
**Kathryn Brophy, Attorney-In-Fact** (Title)

Printed with permission from The American Institute of Architects (AIA) and the Surety & Fidelity Association of America (SFAA) by Westfield Group®. Westfield Group vouches that the language in the document conforms exactly to the language used in AIA Document A310™ 2010.

BD5084 OFWWN (10/2010)



CORPORATE ACKNOWLEDGEMENT

STATE OF MINNESOTA

COUNTY OF Stearns

On the 11<sup>th</sup> day of August, 2022, before me, personally appeared Michael Gohman, to me known, who being by me duly sworn, did depose and say that (s)he resides in St Cloud, that (s)he is the \_\_\_\_\_ President of W Gohman Construction Co. the corporation described in and which executed the foregoing instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that (s)he signed his/her name thereto by like order.



Maxine M Woods  
(Notary Signature)

ACKNOWLEDGEMENT OF CORPORATE SURETY

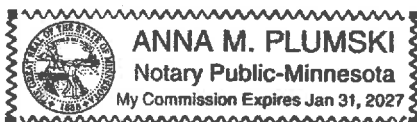
STATE OF MINNESOTA

COUNTY OF STEARNS

On the 2nd day of August, 2022, before me, appeared Kathryn Brophy, to me personally known, who being by me duly sworn, did say that (s)he is the aforesaid officer or attorney in fact of the Ohio Farmers Insurance Company, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

(Notarial Seal)

Anna M Plumski  
(Notary Signature)



THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 11/30/20, FOR ANY PERSON OR PERSONS NAMED BELOW.

General  
Power  
of Attorney

CERTIFIED COPY

POWER NO. 2260812 09

Westfield Insurance Co.  
Westfield National Insurance Co.  
Ohio Farmers Insurance Co.  
Westfield Center, Ohio

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

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

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

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

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

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

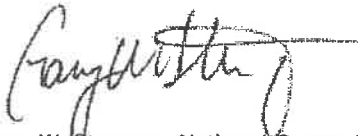
"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall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

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 30th day of NOVEMBER A.D., 2020.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By:   
Gary W. Stumper, National Surety Leader and  
Senior Executive

State of Ohio  
County of Medina ss.:

On this 30th day of NOVEMBER A.D., 2020, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed






State of Ohio  
County of Medina ss.:

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 2nd day of August A.D., 2022.



 Secretary  
Frank A. Carrino, Secretary

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726  
12000 2<sup>nd</sup> St. SE  
Becker, MN 55308

BID FROM: DAKA CORPORATION  
955 INDUSTRIAL ST. NE  
PINE CITY, MN. 55063

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 03 STRUCTURAL STEEL SUPPLY
  - a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:  
FOUR HUNDRED TWENTY FOUR THOUSAND  
\$ EIGHT HUNDRED TEN AND NO/XX  
SALES TAX INCL.\$ 424,810. <sup>NO</sup><sub>XX</sub>
2. Work Scope N/A
  - a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:  
\$ N/A\$ N/A
3. Work Scope N/A
  - a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:  
\$ N/A\$ N/A

4. COMBINED WORK SCOPE BID

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

N/A

for the Combined Base Bid Sum of:

\$ N/A

\$ N/A

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ N/A

\$ N/A

ALTERNATES:

Alternate No. 1: Controls

1. Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.

a. Controls by Alerton

\$ N/A

\$ N/A

b. Controls by Automated Logic

\$ N/A

\$ N/A

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

Addenda No. #1 Dated 7/25/2022 Addenda No. #3 Dated 8/5/2022

Addenda No. #2 Dated 8/1/2022 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

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

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

Street Address: 955 INDUSTRIAL ST. NE

City: PINE CITY State: MN Zip: 55063

Phone Number: 320-629-6737 Fax Number: 320-629-3677

Name (typed or printed): KEVIN ANDERSON

Signature: 

Title: PRESIDENT

Date: 8-11-22

END OF SECTION 00 41 13

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)  
**Daka Corporation**

**955 Industrial Street N.E.**

**Pine City, MN 55063**

**OWNER:**

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

**12000 Hancock Street**

**Becker, MN 55308**

**BOND AMOUNT:**

**Five Percent (5%) of Total Amount Bid**

**PROJECT:**

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

**Becker Public Schools Primary/EEC Additions & Remodeling, WS 03: Structural Steel Supply**

**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.

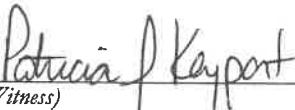
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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                      11th                      day of **August, 2022.**

  
(Witness)

**Daka Corporation**

(Principal)

(Seal)

  
(Title) **Kevin D. Anderson, President**

  
(Witness)

**Western Surety Company**

(Surety)

(Seal)

  
(Title) **Nathan Weaver, Attorney-in-Fact**

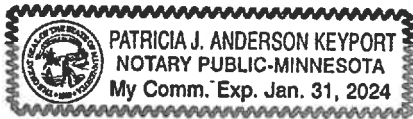


By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) ([www.nasbp.org](http://www.nasbp.org)) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business.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

### CORPORATE ACKNOWLEDGMENT

State of Minnesota )  
 ) ss  
County of Pine )

On this 11th day of August, 2022, before me appeared Kevin D. Anderson, to me personally known, who, being by me duly sworn, did say that he/she is the President of Daka Corporation, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and that said Kevin D. Anderson acknowledged said instrument to be the free act and deed of said corporation.

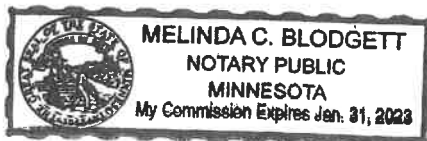


Patricia J. Keyport  
Notary Public Pine County, Minnesota  
My commission expires 1-31-2024

### SURETY ACKNOWLEDGMENT

State of Minnesota )  
 ) ss  
County of Hennepin )

On this 11th day of August, 2022, before me appeared Nathan Weaver, to me personally know, who being by me duly sworn, did say that (s)he is the Attorney-in-Fact of Western Surety Company, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was executed in behalf of said corporation by authority of its Board of Directors; and that said Nathan Weaver acknowledged said instrument to be the free act and deed of said corporation.



Melinda C. Blodgett  
Notary Public Washington County, Minnesota  
My commission expires 1/31/2023

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

### - In Unlimited Amounts -

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

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

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



WESTERN SURETY COMPANY

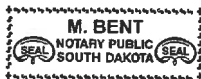
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

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

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of August . 2022



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

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



SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726  
**12000 2<sup>nd</sup> St. SE**  
Becker, MN 55308

BID FROM: Ben's Structural Fabrication, Inc.  
475 Progress Road  
Waite Park, MN 56387

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

**Base Bids**

1. **Work Scope** 03 Structural Steel Supply

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

\$ Four hundred fifty seven thousand two hundred and 00/100

\$ 457,200.00

2. **Work Scope** N/A

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

\$ N/A

\$ N/A

3. **Work Scope** N/A

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

\$ N/A

\$ N/A

4. COMBINED WORK SCOPE BID

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

N/A

for the Combined Base Bid Sum of:

\$ N/A

\$ N/A

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ N/A

\$ N/A

ALTERNATES:

Alternate No. 1: Controls

1. Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.

- a. Controls by Alerton

\$ N/A

\$ N/A

- b. Controls by Automated Logic

\$ N/A

\$ N/A

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

Addenda No. 1 Dated 7/25/22 Addenda No. 2 Dated 8/1/22

Addenda No. 3 Dated 8/5/22 Addenda No.        Dated

**Responsible Contractor:** By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in 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: 475 Progress Road

City: Waite Park State: MN Zip: 56387

Phone Number: 320-251-8563 Fax Number: 320-251-8423

Name (typed or printed): Craig Miller

Signature: 

Title: Vice President

Date: 8/11/22

**END OF SECTION 00 41 13**

# CNA SURETY

## Bid Bond

Bond No. WB005254

### CONTRACTOR:

(Name, legal status and address)

Ben's Structural Fabrication, Inc.

475 Progress Road

Waite Park, MN 56387

### OWNER:

(Name, legal status and address)

ISD#726-Becker Public Schools

12000 Hancock Street

Becker, MN 55308-9561

### BOND AMOUNT:

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

### PROJECT:

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

Becker Middle School/High School Additions & Remodeling

**SURETY:** Western Surety Company: South Dakota Corporation

(Name, legal status and principal place of business)

151 N. Franklin Street

17th Floor

Chicago, IL 60606

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

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

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

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

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

Signed and sealed this 9th day of August, 2022.

  
(Witness)

Ben's Structural Fabrication, Inc.

(Principal)  (Seal)

(Title) VICE PRESIDENT

Western Surety Company

(Surety)  (Seal)

(Witness)

(Title) Troy Staples, Attorney-in-fact

## ACKNOWLEDGMENT OF PRINCIPAL (Individual)

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

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

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

## ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

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

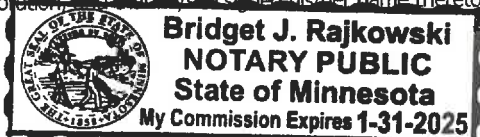
On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally come(s) \_\_\_\_\_, a member of the co-partnership of \_\_\_\_\_, to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same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

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

## ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of Minnesota )  
County of Benton )

On this 9th day of August, in the year 2022, before me personally come(s) Craig Milled, to me known, who, being duly sworn, deposes and says that he/she is the Vice President of the Bent's Structural Fabrication the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

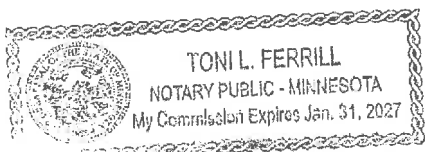


Bridget Rajkowski  
Notary Public

## ACKNOWLEDGMENT OF SURETY

State of Minnesota )  
County of Dakota )

On this 9th day of August, in the year 2022, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of Western Surety Company with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Western Surety Company company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.



Toni Ferrill  
Notary Public

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

### - In Unlimited Amounts -

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

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

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



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

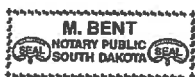
State of South Dakota  
County of Minnehaha

} ss

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

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 9th day of August, 2022.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

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

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726  
12000 2<sup>nd</sup> St. SE  
Becker, MN 55308

BID FROM: Innovative Erectors Inc.  
221 30<sup>th</sup> Ave West  
Alexandria, MN 56308

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 4-Structural Steel & Metal Fab. -Install  
a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ One Hundred Sixty Nine Thousand Five Hundred and 09/100 \$ 169,500.<sup>00</sup>

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

\$                      \$                     

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

\$                      \$

4. COMBINED WORK SCOPE BID

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

N/A

for the Combined Base Bid Sum of:

\$ —

\$ —

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ N/A

\$ —

ALTERNATES:

Alternate No. 1: Controls

1. Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.

a. Controls by Alerton

\$ N/A

\$ —

b. Controls by Automated Logic

\$ N/A

\$ —

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

Addenda No. 1 Dated 7/25/2022 Addenda No. 3 Dated 8/5/2022

Addenda No. 2 Dated 8/1/2022 Addenda No.        Dated



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

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

Street Address: 221 30<sup>th</sup> Ave. West,

City: Alexandria State: MN Zip: 56308

Phone Number: 320 760 8900 Fax Number: 320 760 8905

Name (typed or printed): Scott Klauer

Signature: 

Title: President

Date: 8/11/22

END OF SECTION 00 41 13

**AIA****Document A310™ - 2010****Bid Bond****CONTRACTOR:***(Name, legal status and address)***INNOVATIVE ERECTORS, INC.  
221 30TH AVENUE WEST  
P.O. BOX 758  
ALEXANDRIA, MN 56308****SURETY:***(Name, legal status and principal place of business)***WESTFIELD INSURANCE COMPANY  
P.O. BOX 5001  
WESTFIELD CENTER, OH 44251-5001**

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

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

**OWNER:***(Name, legal status and address)***INDEPENDENT SCHOOL DISTRICT #726  
BECKER PUBLIC SCHOOLS  
12000 HANCOCK STREET  
BECKER, MN 55308****BOND AMOUNT: Five Percent of the Amount of the Attached Bid— (5%)****PROJECT:***(Name, location or address, and Project number, if any)***BECKER PUBLIC SCHOOLS - PRIMARY/EEC - ADDITIONS AND REMODELING**

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

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

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

Signed and sealed this **11th** day of **August, 2022**

*(Witness)***Christa Sullivan***(Witness)***INNOVATIVE ERECTORS, INC.***(Principal)**(Seal)***WESTFIELD INSURANCE COMPANY***(Surety)**(Seal)***Sean McBride, Attorney-in-Fact**

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

Init.

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051130

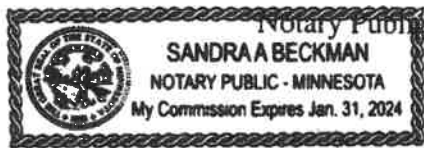
## ACKNOWLEDGMENT OF SURETY

State of Minnesota )  
County of Hennepin )

On this 11th of August, 2022, before me personally  
appeared Sean McBride to me known, who, being by me duly  
sworn, did depose and say: that s/he resides at Blaine, Minnesota, that s/he

is the Attorney-in-Fact of Westfield Insurance Company, the corporation described  
in and which executed the annexed instrument; that s/he knows the corporate seal of said  
corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed  
by order of the Board of Directors of said corporation; that s/he signed his/her name thereto by  
like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the  
manner provided by law.

Sandra A. Beckman



## ACKNOWLEDGMENT OF CORPORATION

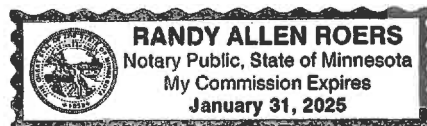
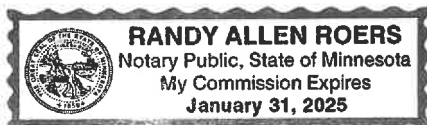
State of Minnesota )  
County of )

On this 11th day of August, 2022, before me personally appeared

Scott Kluur, to me known, who being by me first duly sworn, did depose

and say that s/he resides in Alexandria, MN, that s/he is the President of  
Innovative Erectors, Inc., the corporation described in and which executed the foregoing  
instrument; that s/he knows the corporate seal of said corporation, that the corporate seal affixed  
to said instrument is such corporate seal, that it was so affixed by order and authority of the  
Board of directors of said corporation, and that s/he signed his/her name thereto by like order and  
authority.

Randy Allen Roers  
Notary Public



THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 11/12/20, FOR ANY PERSON OR PERSONS NAMED BELOW.

General  
Power  
of Attorney

POWER NO. 2261112 11

Westfield Insurance Co.  
Westfield National Insurance Co.  
Ohio Farmers Insurance Co.  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint MARY JO DINGWALL, CARL M. GODZIEK, SEAN MCBRIDE, YARALITZA RIVAS, MICHAEL J. JACOBS, JOINTLY OR SEVERALLY

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

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

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

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

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

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

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 12th day of NOVEMBER A.D., 2020.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By:   
Gary W. Stumper, National Surety Leader and  
Senior Executive

State of Ohio  
County of Medina ss.:

On this 12th day of NOVEMBER A.D., 2020, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed





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

State of Ohio  
County of Medina ss.:

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 11th day of August A.D., 2022.



 Secretary

Frank A. Carrino, Secretary

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726  
12000 2<sup>nd</sup> St. SE  
Becker, MN 55308

BID FROM: Spartan Steel Erectors, Inc.  
4300 Main Street  
St. Bonifacius, MN 55375

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects, Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope #04 - Structural Steel Installation

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

\$ One Hundred Sixty Eight Thousand One Hundred Dollars \$168,100.00

2. Work Scope \_\_\_\_\_

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

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

3. Work Scope \_\_\_\_\_

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

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

4. COMBINED WORK SCOPE BID

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

for the Combined Base Bid Sum of:

\$

\$

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$

N/A

\$

ALTERNATES:

Alternate No. 1: Controls

1. Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.

a. Controls by Alerton

\$

N/A

\$

b. Controls by Automated Logic

\$

N/A

\$

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

Addenda No. 1 Dated 7/25/22 Addenda No. 2 Dated 8/1/22

Addenda No. 3 Dated 8/5/22 Addenda No.      Dated

**Responsible Contractor:** By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in 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: 4300 Main Street  
City: St. Bonifacius State: MN Zip: 55375  
Phone Number: 612-500-2044 Fax Number: 612-545-4991  
Name (typed or printed): Jon Ischius  
Signature: [Signature]  
Title: President  
Date: 8/11/22

END OF SECTION 00 41 13



# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

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

4300 Main Street  
Saint Bonifacius, MN 55375

### SURETY:

(Name, legal status and principal place of business)  
Merchants National Bonding, Inc.  
6700 Westown Parkway  
West Des Moines, IA 50266

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

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

### OWNER:

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

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

### PROJECT:

(Name, location or address, and Project number, if any)  
Becker High School/Middle School Addition, Becker, Minnesota

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

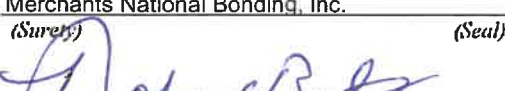
Signed and sealed this 1st day of August 2022

  
(Witness)

Spartan Steel Erectors, Inc.  
(Principal) (Seal)

  
(Title) President

  
(Witness)

Merchants National Bonding, Inc.  
(Surety) (Seal)  
  
(Title) Rocklyn C. Bullis, Attorney-in-Fact



## LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and said that he/she resides in \_\_\_\_\_ that he/she is a member, manager, officer of the limited liability company of \_\_\_\_\_ and that he/she is duly authorized to execute the foregoing agreement in the name of and for the limited liability company.

Notary Public, \_\_\_\_\_  
County, \_\_\_\_\_  
My commission expires \_\_\_\_\_

(Notarial Seal)

## CORPORATE ACKNOWLEDGEMENT

STATE OF MINN )  
COUNTY OF HENNEPIN ) ss

On the 11 day of AUGUST, 2022, before me personally appeared JOHN JOCHIMS to me known, who being by me duly sworn, did depose and say: that he resides in HENNEPIN COUNTY that he is the President of the

Spartan Steel Erectors, Inc.

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

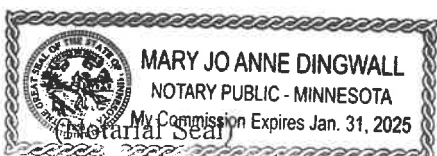


Notary Public, Megan Kristine Jochims  
County, HENNEPIN  
My commission expires 1-31-2027

## ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF Minnesota )  
COUNTY OF Dakota ) ss

On the \_\_\_\_\_ 1st day of \_\_\_\_\_ August, 2022, before me appeared Rocklyn C Bullis to be personally known, who is being by me duly sworn, did say that he is the aforesaid officer or attorney in fact of the Merchants National Bonding, Inc., a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its board of directors, and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.



Notary Public, Mary Jo Anne Dingwall  
County, Carver  
My commission expires 01/31/2025

# 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

**Dennis G Diessner, Amy M Burns, Mark N Kampf, Thomas M Reuder, Rocklyn C Bullis, Jeffrey J Larson, Lisa Flick, Jonathon Diessner, Yaratitza Rivas, Rebecca Thornburg, 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 By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

**In Witness Whereof**, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of October, 2021.



WESTERN SURETY COMPANY

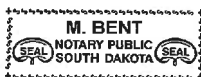
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 27th day of October, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 1st day of August, 2022



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

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

**Authorizing By-Law**

**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.

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726  
12000 2<sup>nd</sup> St. SE  
Becker, MN 55308

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

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 04 – Structural Steel & Metal Fabrication – Install

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

\$ One hundred sixty eight thousand four hundred

\$ 168,400.00

2. **Work Scope** \_\_\_\_\_

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

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

\$

3. **Work Scope** \_\_\_\_\_

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

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

\$

**4. COMBINED WORK SCOPE BID**

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

\_\_\_\_\_

for the Combined Base Bid Sum of:

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

**UNIT PRICES:**

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

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

**ALTERNATES:**

Alternate No. 1: Controls

1. Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.

a. Controls by Alerton

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

b. Controls by Automated Logic

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

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

Addenda No. 1 Dated 7/25/22 Addenda No. 2 Dated 8/1/22

Addenda No. 3 Dated 8/5/22 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

**Responsible Contractor:** By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in 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: 2685 Rainey Road

City: Wayzata State: MN Zip: 55391

Phone Number: 952 449 8866 Fax Number: 952 449 4811

Name (typed or printed): R Scott Vickerman

Signature: 

Title: President

Date: 8/11/2022

**END OF SECTION 00 41 13**

# AIA® Document A310™ – 2010

## Bid Bond

**CONTRACTOR:***(Name, legal status and address)***A.M.E. Construction Corporation****P.O. Box 388****Wayzata, MN 55391****OWNER:***(Name, legal status and address)***Becker Public Schools ISD 726****12000 Hancock Street****Becker, MN 55308****BOND AMOUNT: \*\*\*FIVE PERCENT OF AMOUNT BID\*\*\*****SURETY:***(Name, legal status and principal place of business)***Merchants Bonding Company (Mutual)****6700 Westown Parkway****West Des Moines, IA 50266**

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

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

**PROJECT:***(Name, location or address, and Project number, if any)***Becker Primary / EEC Additions & Remodel**

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

11th

day of August

2022

**A.M.E. Construction Corporation**  
(Witness)*(Principal)**(Title)***Merchants Bonding Company (Mutual)***(Surety)**(Title)***Thomas O. Chambers, Attorney-in-Fact***(Seal)***PRESIDENT***(Seal)*

Init.

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

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Eric Olson; Kimberly Rasch; Thomas O Chambers; Todd Schaap

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

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

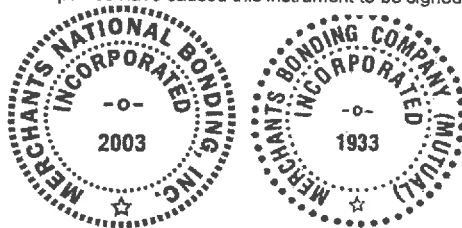
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings,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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020



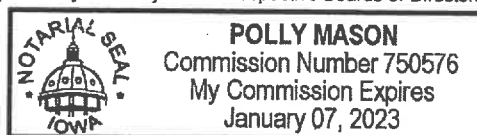
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

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

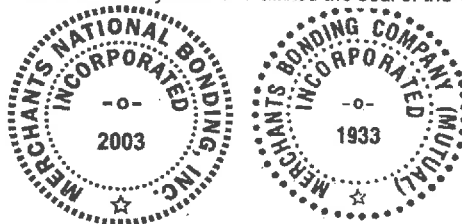


(Expiration of notary's commission  
does not invalidate this instrument)

*Polly Mason*  
Notary Public

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 11th day of August, 2022



*William Warner Jr.*  
Secretary

POA 0018 (1/20)



STATE OF WISCONSIN )

COUNTY OF **Racine** )

ON THIS 11th day of August, 2022,

before me, a notary public, within and for said County and State, personally appeared \_\_\_\_

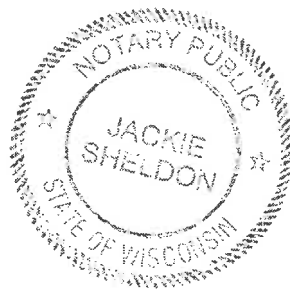
Thomas O. Chambers to me personally known, who being duly sworn, upon oath did say that he is the Attorney-in-Fact of and for the \_\_\_\_\_

Merchants Bonding Company (Mutual), a corporation of Iowa

created, organized and existing under and by virtue of the laws of the State of Iowa; that the corporate seal affixed to the foregoing within instrument is the seal of the said Company; that the seal was affixed and the said instrument was executed by authority of its Board of Directors; and the said Thomas O. Chambers did acknowledge that he/she executed the said instrument as the free act and deed of said Company.

  
Jackie Sheldon

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



SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726  
12000 2<sup>nd</sup> St. SE  
Becker, MN 55308

BID FROM: McDowall Company

1431 Prosper Drive

Waite Park MN 56387

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 5A-Roofing and Metal Panel

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

\$ FIVE HUNDRED SEVENTY SEVEN THOUSAND SEVEN HUNDRED DOLLARS

\$ 577,700.00

2. Work Scope N/A

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

\$ N/A

\$ N/A

3. Work Scope N/A

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

\$ N/A

\$ N/A

**4. COMBINED WORK SCOPE BID**

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

N/A

for the Combined Base Bid Sum of:

\$ N/A

\$ N/A

**UNIT PRICES:**

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ N/A

\$ N/A

**ALTERNATES:**

Alternate No. 1: Controls

1. Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.

a. Controls by Alerton

\$ N/A

\$ N/A

b. Controls by Automated Logic

\$ N/A

\$ N/A

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

Addenda No. 1 Dated 7/25/22 Addenda No. 3 Dated 8/5/22

Addenda No. 2 Dated 8/1/22 Addenda No.        Dated

**Responsible Contractor:** By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in 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: 1431 Prosper Drive

City: Waite Park State: MN Zip: 56387

Phone Number: 320-251-8640 Fax Number: 320-251-9317

Name (typed or printed): Jay Mumm

Signature: 

Title: Vice President

Date: August 11, 2022

**END OF SECTION 00 41 13**

## RESPONSIBLE CONTRACTOR CERTIFICATE

Applies to all prime contracts in excess of \$50,000.00

A responsible contractor is defined in Minnesota Statutes §16C.285, subdivision 3.

Any prime contractor or subcontractor who does not meet the minimum criteria under Minnesota Statute §16C.285, subdivision 3, or who fails to verify that it meets those criteria, is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project.

A false statement under oath verifying compliance with any of the minimum criteria shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract for the project and may result in termination of a contract awarded to a prime contractor or subcontractor that makes a false statement.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause 7.

By signing this statement, I,

Jay Mumm

(type or print name)

McDowall Company

company

(title) Vice President

and do verify under oath that my company is in compliance with each of the minimum criteria listed in the law.

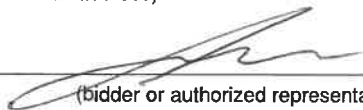
McDowall Company

(name of the person, partnership, or corporation submitting this proposal)

1431 Prosper Drive Waite Park MN 56387

(business address)

Signed:



(bidder or authorized representative)

Date: August 11, 2022

## ATTACHMENT A

### RESPONSIBLE CONTRACTOR AND CERTIFICATION OF COMPLIANCE

#### PROJECT TITLE:

Becker Public Schools Primary/EEC Additions & Remodeling

Minn. Stat. §16.285, Subd., 7, **IMPLEMENTATION.** any prime contractor or subcontractor that does not meet the minimum criteria in subdivision 3 or fails to verify it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project.

Minn. Stat. §16.285, Subd. 3. **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.** "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

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

violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties.

3. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order.
4. The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office.
5. The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification.
6. The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and
7. All subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

Minn. Stat. 1§16.285, Subd. 5. **SUBCONTRACTOR VERIFICATION.** A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Minn.Stat. §16.285, Subd. 4. **VERIFICATION OF COMPLIANCE.** A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed

statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3 at the time that it responds to the solicitation document.


A contracting authority may accept a sworn statement as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. Failure to verify compliance with any one of the minimum criteria or a false statement under oath in a verification of compliance shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor

### **CERTIFICATION**

**By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:**

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. §16.285,**
- 2) I have included Attachment A-1 with my company's solicitation response, and**
- 3) if my company is awarded a contract, I will also submit Attachment A-2 as required.**

<b>Authorized Signature of Owner or Officer:</b> 	<b>Printed Name:</b> Jay Mumm
<b>Title:</b> Vice President	<b>Date:</b> August 11, 2022
<b>Company Name:</b> McDowall Company	



**ATTACHMENT A-1**

**FIRST-TIER SUBCONTRACTOR LIST**  
*(Submit with Prime Contractor Response)*

**PROJECT TITLE:**

Becker Public Schools Primary/EEC Additions &amp; Remodeling

**Minn. Stat. §16.285, Subd. 5:** A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.

[illegible]

## ATTACHMENT A-2

### ADDITIONAL SUBCONTRACTOR LIST (Prime Contractor to submit as subcontractors are added to the project)

#### PROJECT TITLE:

Becker Public Schools Primary/EEC Additions & Remode

This form must be submitted to the Project Manager or individual as identified in the solicitation document.


**Minn. Stat. §16.285, Subd. 5:** If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

Additional Subcontractor Names (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located
N/A	

#### SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-2

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

All additional subcontractors listed on Attachment A-2 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. §16.285.

Authorized Signature of Owner or Officer: 	Printed Name: Jay Mumm
Title: Vice President	Date: August 11, 2022
Company Name: McDowall Company	



# Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

McDowall Company

PO Box 606

Waite Park, MN 56387

**OWNER:**

(Name, legal status and address)

Becker Public Schools, ISD #726

12000 Hancock Street

Becker, MN 55308

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

**PROJECT:**

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

Becker Primary /EEC Additions & Remodeling; Bid Category: 5 - Roofing & Metal Panels

**SURETY:**

(Name, legal status and principal place of business)

Western Surety Company

151 N. Franklin St.

Chicago, IL 60606

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

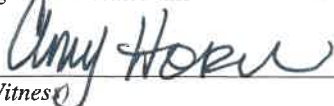
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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

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

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

Signed and sealed this 11th day of August, 2022

  
(Witness)

McDowall Company

(Principal)

(Seal)

(Title), Vice President

Western Surety Company

(Surety)

(Seal)

(Title)

Dena Grunhova

Attorney-in-fact

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

Init.

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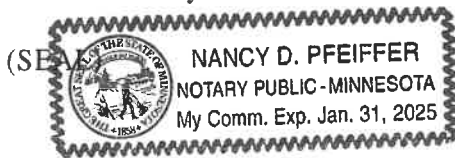
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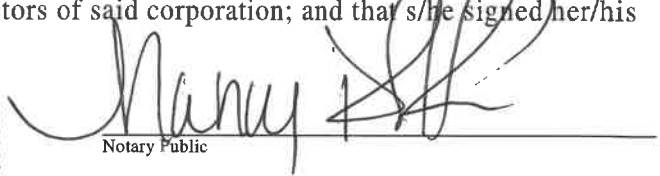
061110

CORPORATE ACKNOWLEDGMENT

STATE OF MN  
COUNTY OF Benton

On the 11th day of August, 2022, before me personally appeared, Jay Mumm to me, who being duly sworn, did depose and say: that s/he resides in Sartell, MN that s/he is the Vice President of the McDowall Company the corporation described in and which executed the foregoing instrument; that s/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that s/he signed her/his name thereto by like order.



  
Notary Public

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA  
COUNTY OF Stearns

On the 11th day of August, 2022, before me personally appeared, Dena Grunhoyd to me known, who being duly sworn, did say: that s/he resides in Minnesota that s/he is the aforesaid officer or attorney in fact of Western Surety Company a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument as signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

(SEAL)



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

### - In Unlimited Amounts -

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

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

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



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

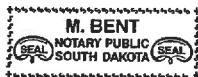
State of South Dakota  
County of Minnehaha

} ss

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

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of August 2022



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

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

**Authorizing By-Law**

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

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

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

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726  
12000 2<sup>nd</sup> St. SE  
Becker, MN 55308

BID FROM: Commercial Drywall, Inc.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects, Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 06 - Steel Stud and Drywall

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

\$ Five hundred ninety five thousand six hundred and ninety eight

\$ 595,698. 00

2. Work Scope \_\_\_\_\_

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

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

\$

3. Work Scope \_\_\_\_\_

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

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

\$

**4. COMBINED WORK SCOPE BID**

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

\_\_\_\_\_

for the Combined Base Bid Sum of:

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

\$

**UNIT PRICES:**

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

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

\$

**ALTERNATES:**

Alternate No. 1: Controls

1. Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.

a. Controls by Alerton

\$ No Change \_\_\_\_\_

\$

b. Controls by Automated Logic

\$ No Change \_\_\_\_\_

\$

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

Addenda No. 1 Dated 7/25/2022 Addenda No. 2 Dated 8/1/2022

Addenda No. 3 Dated 8/5/2022 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_



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

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

Street Address: 1550 91st ave NE Suite 304

City: Blaine State: MN Zip: 55449

Phone Number: 952-451-9638 Fax Number: \_\_\_\_\_

Name (typed or printed): Christian Goldman

Signature: 

Title: Estimator

Date: 8/11/2022

**END OF SECTION 00 41 13**



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

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)  
Commercial Drywall, Inc.

1550 91st Avenue, Suite 304  
Blaine, MN 55449

### OWNER:

(Name, legal status and address)

Becker Public Schools  
12000 Hancock Street  
Becker, MN 55308

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

### PROJECT:

(Name, location or address, and Project number, if any)  
Becker Public Schools Primary/EEC Additions & Remodeling

### SURETY:

(Name, legal status and principal place of business)

Old Republic Surety Company  
445 S. Moorland Road, Suite 200  
Brookfield, WI 53005

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

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

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

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

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

Signed and sealed this

11th

day of August

2022

(Witness)

(Witness)

Commercial Drywall, Inc.

(Principal)

VICE PRESIDENT

(Title)

Old Republic Surety Company

(Surety)

(Title)

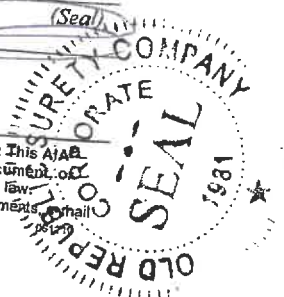
Thomas O. Chambers, Attorney-in-Fact

(Seal)

(Seal)

Init.

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# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

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

THOMAS O. CHAMBERS, TODD SCHAAP, ERIC A. OLSON OF FRANKSVILLE, WI

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

### ALL WRITTEN INSTRUMENTS

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

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

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

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

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

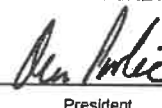
RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such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

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 8th day of JULY, 2019

  
Assistant Secretary



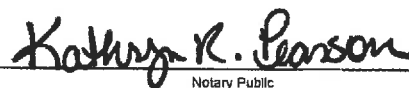
OLD REPUBLIC SURETY COMPANY

  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 8th day of JULY, 2019, personally came before me, Alan Pavlic and Kevin Abitz, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



  
Notary Public

My Commission Expires: September 28, 2022

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

### CERTIFICATE

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

24 0011



Signed and sealed at the City of Brookfield, WI this 11th day of August, 2022

  
Assistant Secretary

STATE OF WISCONSIN )

COUNTY OF **Racine** )

ON THIS 11th day of August, 2022,

before me, a notary public, within and for said County and State, personally appeared \_\_\_\_

Thomas O. Chambers to me personally known, who being duly sworn,

upon oath did say that he is the Attorney-in-Fact of and for the \_\_\_\_\_

Old Republic Surety Company, a corporation

of Wisconsin, created, organized and existing under and

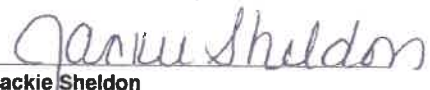
by virtue of the laws of the State of Wisconsin; that the corporate seal

affixed to the foregoing within instrument is the seal of the said Company; that the seal

was affixed and the said instrument was executed by authority of its Board of Directors;

and the said Thomas O. Chambers did acknowledge that he/she

executed the said instrument as the free act and deed of said Company.



Jackie Sheldon

Notary Public, **Racine** County, Wisconsin

My Commission Expires **2/13/2023**



SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726  
12000 2<sup>nd</sup> St. SE  
Becker, MN 55308

BID FROM: Yammy Construction, Inc.  
33117 County Road 2  
Saint Joseph, MN 56374

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects, Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 7 General Construction

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

\$ One million ten thousand dollars<sup>00/100</sup> \$1,010,000.00

2. Work Scope

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

\$ \$

3. Work Scope

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

\$ \$

**4. COMBINED WORK SCOPE BID**

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

\_\_\_\_\_

for the Combined Base Bid Sum of:

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

\$

**UNIT PRICES:**

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

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

\$

**ALTERNATES:**

Alternate No. 1: Controls

1. Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.

- a. Controls by Alerton

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

\$

- b. Controls by Automated Logic

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

\$

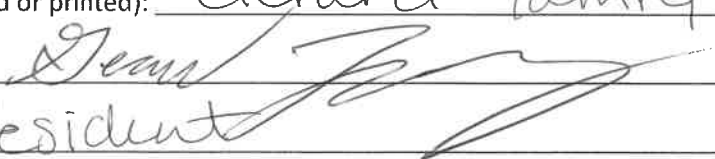
**Addenda:** Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/25/22 Addenda No. 2 Dated 8/1/22

Addenda No. 3 Dated 8/5/22 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

**Responsible Contractor:** By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in 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: 33117 County Road 2  
City: Saint Joseph State: MN Zip: 56374  
Phone Number: 320 333-9530 Fax Number: \_\_\_\_\_  
Name (typed or printed): Gerard Yanny  
Signature:   
Title: President  
Date: 8/11/22

END OF SECTION 00 41 13



**AIA<sup>®</sup>**

# Document A310<sup>™</sup> – 1970

## Bid Bond

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

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


a corporation duly organized under the laws of the State of **Ohio**  
as Surety, hereinafter called the Surety, are held and firmly bound unto  
(Here insert full name and address or legal title of Owner)  
**ISD #726 – Becker Public Schools**  
**12000 Hancock St**  
**Becker, MN 55308**

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

WHEREAS, the Principal has submitted a bid for  
(Here insert full name, address and description of project)  
**Becker Primary/ EEC Additions and Remodel**  
**12050 Hancock Street SE, Becker, MN 55308**

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

Signed and sealed this **11th** day of **August, 2022**

  
(Witness)

**Yamry Construction, Inc.**

(Principal)

(Seal)

  
(Title)

**Nationwide Mutual Insurance Company**

(Surety)

  
(Witness)

  
(Title)

**Ramona Schaefer**  
**Attorney-in-Fact**

(Seal)



INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT

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

SS

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

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

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

(Notary Seal)

CORPORATE ACKNOWLEDGMENT

STATE OF Minnesota

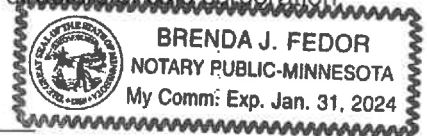
SS

COUNTY OF Stearns

On the **11th** day of **August, 2022**, before me personally appeared Gerald Yamry to me known, who being by me duly sworn, did say that he/she is the President of **Yamry Construction, Inc.**, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he/she signed his/her name thereto by like order

Brenda J. Fedor

(Notary Seal)



ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA

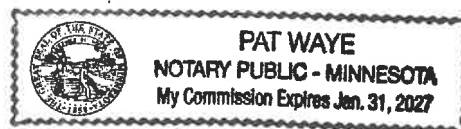
SS

COUNTY OF Stearns

On the **11th** day of **August, 2022**, before me personally appeared **Ramona Schaefer** to me known, who being duly sworn, did say that he/she is the aforesaid officer or attorney-in-fact of the **Nationwide Mutual Insurance Company** a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

Pat Wayne

(Notary Seal)



Power of Attorney

0000061691

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

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

LAURA B FALCONER; NATHAN J LORTZ; RAMONA M SCHAEFER; SHAWN W FLAVIN; SHAWN M WENSEL; SUSAN G CARROLL; TYLER LEO GERADS;

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

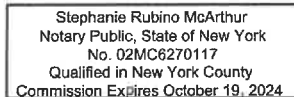


Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



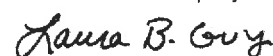
Notary Public  
My Commission Expires  
October 19, 2024

CERTIFICATE

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

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 11th day of

August, 2022



Assistant Secretary

BDJ 1(08-21)00

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726  
12000 2<sup>nd</sup> St. SE  
Becker, MN 55308

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

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 07 - General Construction

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

\$ One million one hundred twenty-four thousand and no/100 \$ 1,124,000

2. Work Scope N/A

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

\$ N/A \$ N

3. Work Scope N/A

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

\$ N/A \$ N/A

**4. COMBINED WORK SCOPE BID**

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

N/A

for the Combined Base Bid Sum of:

\$ N/A

\$ N/A

**UNIT PRICES:**

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ N/A

\$ N/A

**ALTERNATES:**

Alternate No. 1: Controls

1. Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.

a. Controls by Alerton

\$ N/A

\$ N/A

b. Controls by Automated Logic

\$ N/A

\$ N/A

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

Addenda No. 1 Dated 7/25/2022 Addenda No. 3 Dated 8/5/2022

Addenda No. 2 Dated 8/1/2022 Addenda No.        Dated

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

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

Street Address: 815 County Road 75 E., PO Box 250

City: St. Joseph State: MN Zip: 56374

Phone Number: 320-363-7781 Fax Number: 320-363-7207

Name (typed or printed): Michael Gohman

Signature: 

Title: President

Date: 8/11/2022

**END OF SECTION 00 41 13**

# OHIO FARMERS INSURANCE COMPANY

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

Conforms to Document A310™ - 2010

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

**W. Gohman Construction Co.**  
815 E County Road 75  
Saint Joseph, MN 56374

### SURETY:

(Name, legal status and principal place of business)

**OHIO FARMERS INSURANCE COMPANY**  
1 Park Circle, PO Box 5001  
Westfield Center, OH 44251-5001

### OWNER:

(Name, legal status and address)

**Becker Public Schools**  
12000 Hancock Street  
Becker, MN 55308

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

### PROJECT:

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

**Becker Public Schools Primary/EEC Additions & Remodeling**  
**Work Scope 07 – General Construction**  
**Becker, MN**


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

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

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

Signed and sealed this 2nd day of August, 2022.

  
(Witness)  
  
(Witness)

**W. Gohman Construction Co.**  
(Principal) (Seal)  
By:   
(Title)

**OHIO FARMERS INSURANCE COMPANY**  
(Surety) (Seal)  
By:   
**Kathryn Brophy, Attorney-In-Fact** (Title)

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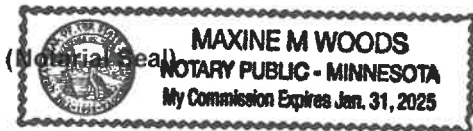
BD5084 OFWWN (10/2010)

CORPORATE ACKNOWLEDGEMENT

STATE OF MINNESOTA

COUNTY OF Stearns

On the 14<sup>th</sup> day of August, 2022, before me, personally appeared Michael Gohman, to me known, who being by me duly sworn, did depose and say that (s)he resides in St. Cloud, that (s)he is the President of W Gohman Construction Co. the corporation described in and which executed the foregoing instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that (s)he signed his/her name thereto by like order.



Maxine M Woods  
(Notary Signature)

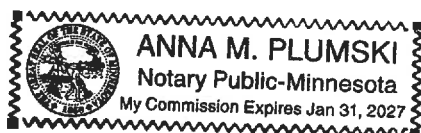
ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF MINNESOTA

COUNTY OF STEARNS

On the 2nd day of August, 2022, before me, appeared Kathryn Brophy, to me personally known, who being by me duly sworn, did say that (s)he is the aforesaid officer or attorney in fact of the Ohio Farmers Insurance Company, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the afoesaid officer acknowledged said instrument to be the free act and deed of said corporation.

(Notarial Seal)



Anna M Plumski  
(Notary Signature)



THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 11/30/20, FOR ANY PERSON OR PERSONS NAMED BELOW.

General  
Power  
of Attorney

CERTIFIED COPY

POWER NO. 2260812 09

Westfield Insurance Co.  
Westfield National Insurance Co.  
Ohio Farmers Insurance Co.  
Westfield Center, Ohio

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

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

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

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

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

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

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

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 30th day of NOVEMBER A.D., 2020.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By:   
Gary W. Stumper, National Surety Leader and  
Senior Executive

State of Ohio  
County of Medina ss.:

On this 30th day of NOVEMBER A.D., 2020, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



State of Ohio  
County of Medina ss.:

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 2nd day of August A.D., 2022



Frank A. Carrino, Secretary



SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726  
12000 2<sup>nd</sup> St. SE  
Becker, MN 55308

BID FROM: Century Construction Company  
6568 141st Ave. NW  
Ramsey, MN 55303

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects, Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 07 General Construction

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

\$ Nine hundred sixty thousand dollars \$ 960,000.00

2. Work Scope N/A

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

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

3. Work Scope N/A

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

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

**4. COMBINED WORK SCOPE BID**

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

\_\_\_\_\_ *N/A* \_\_\_\_\_

for the Combined Base Bid Sum of:

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

**UNIT PRICES:**

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

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

**ALTERNATES:**

Alternate No. 1: Controls

1. Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.

a. Controls by Alerton

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

b. Controls by Automated Logic


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

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

Addenda No. 1 Dated 7/25/22 Addenda No. 3 Dated 8/5/22  
Addenda No. 2 Dated 8/2/22 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

**Responsible Contractor:** By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in 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: 6588 141st Ave. NW  
City: Ramsey State: MN Zip: 55303  
Phone Number: 651-451-1020 Fax Number: 651-451-2745  
Name (typed or printed): Mark Jaster  
Signature:   
Title: Vice President  
Date: 8/4/22

END OF SECTION 00 41 13

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Senoma, Inc. dba Century Construction  
Company  
6588 141st Ave NW  
Ramsey, MN 55303-5726

### SURETY:

(Name, legal status and principal place of business)

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

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

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

### PROJECT:

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

Becker Public Schools Primary & EEC Additions and Renovations, Work Scope 07: General Construction, Becker, Minnesota

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

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

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

Signed and sealed this 19th day of July 2022

(Witness)

(Witness)

Senoma, Inc. dba Century Construction Company  
(Principal) (Seal)

(Title)

West Bend Mutual Insurance Company  
(Surety) (Seal)

(Title) Rocklyn C Bullis, Attorney-in-Fact

## LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and said that he/she resides in \_\_\_\_\_ that he/she is a member, manager, officer of the limited liability company of \_\_\_\_\_ and the he/she is duly authorized to execute the foregoing agreement in the name of and for the limited liability company.

Notary Public, \_\_\_\_\_  
County, \_\_\_\_\_  
My commission expires \_\_\_\_\_

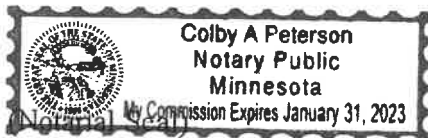
(Notarial Seal)

## CORPORATE ACKNOWLEDGEMENT

STATE OF MN )  
COUNTY OF Stearns ) ss

On the 4th day of August, 2022, before me personally appeared \_\_\_\_\_ to me known, who being by me duly sworn, did depose and say: that he resides in \_\_\_\_\_ that he is the Vice President of the Senoma, Inc. dba Century Construction Company

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



Notary Public, Colby Peterson  
County, Stearns  
My commission expires 1/31/23

## ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF Minnesota )  
COUNTY OF Dakota ) ss

On the \_\_\_\_\_ 19th day of \_\_\_\_\_, 2022, before me appeared Rocklyn C Bullis

to be personally known, who is being by me duly sworn, did say that he is the aforesaid officer or attorney in fact of the West Bend Mutual Insurance Company, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its board of directors, and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.



Notary Public, Yaralitz Rivas  
County, Hennepin  
My commission expires 01/31/2024



THE SILVER LINING®

Bond No. \_\_\_\_\_

## POWER OF ATTORNEY

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

Rocklyn C Bullis, Amy M Burns, Dennis G Diessner, Jonathon Diessner, Lisa Flick, Mark N Kampf, Jeffrey J Larson, Thomas M Reuder, Yeralitza Rivas, Rebecca Thornburg

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

Ten Million Dollars (\$10,000,000)

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

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

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

Attest

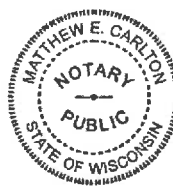
Christopher C. Zwygart  
Secretary



Kevin A. Steiner  
Chief Executive Officer/President

State of Wisconsin  
County of Washington

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



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

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

Signed and sealed at West Bend, Wisconsin this 19th day of July, 2022.



Heather Dunn  
Vice President - Chief Financial Officer

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

1900 South 18th Avenue | West Bend, WI 53095 | Phone: (608) 410-3410 | Fax: (877) 674-2663 | [www.thesilverlining.com](http://www.thesilverlining.com)

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726  
12000 2<sup>nd</sup> St. SE  
Becker, MN 55308

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

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope #07 - General Construction  
a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:  
\$ one million seventy three thousand \$ 1,073,000
- ~~2. Work Scope  
a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:  
\$ \$~~
3. Work Scope  
a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:  
\$ \$

**4. ~~COMBINED WORK SCOPE BID~~**

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

for the Combined Base Bid Sum of:

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

\$

**UNIT PRICES:**

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ NA

\$ NA

**ALTERNATES:**

Alternate No. 1: Controls

1. Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.

- a. Controls by Alerton

\$ NA

\$ NA

- b. Controls by Automated Logic

\$ NA

\$ NA

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

Addenda No. 1 Dated 7/25/22 Addenda No. 3 Dated 8/5/22

Addenda No. 2 Dated 8/1/22 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_



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

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

Street Address: 23350 County Rd 10

City: Corcoran State: MN Zip: 55357

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

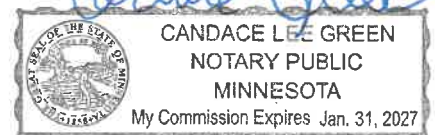
Name (typed or printed): Markus R Ebert

Signature: 

Title: Vice President / Secretary

Date: August 11, 2022

END OF SECTION 00 41 13



# MERCHANTS BONDING COMPANY™

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

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

**Ebert, Inc. dba Ebert Construction**  
23350 County Road 10  
Corcoran, MN 55357

### SURETY:

(Name, legal status and principal place of business)

Merchants Bonding Company (Mutual)  
A Corporation  
6700 Westown Parkway, West Des Moines, IA 50266

### OWNER:

(Name, legal status and address)

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

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

### PROJECT:

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

**Primary/EEC Addition & Remodeling - Becker, MN**

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

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

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

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

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

Signed and sealed this **5th**

day of **August**

**2022**

  
(Witness)


**Ebert, Inc. dba Ebert Construction**

(Principal)

(Seal)

**Markus Ross Ebert**  
(Title)

**Vice President & Secretary**

  
(Witness)

**Merchants Bonding Company (Mutual)**

(Surety)

(Seal)

(Title) **Karla Deutsch Hunt**

**Attorney-in-Fact**

CON 0657 (2/15)

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

ACKNOWLEDGMENT OF INDIVIDUAL

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

ACKNOWLEDGMENT OF PRINCIPAL

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

Notary Seal

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

ACKNOWLEDGMENT OF PARTNERSHIP

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

ACKNOWLEDGMENT OF PRINCIPAL

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

Notary Seal

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

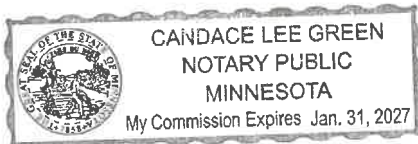
ACKNOWLEDGMENT OF CORPORATION

State of Minnesota )  
County of Hennepin ) ss.

ACKNOWLEDGMENT OF PRINCIPAL

On this 5th day of August 2022, before me personally appeared Markus Ross Ebert, who acknowledged that he or she is the Vice President of a corporation whose name is subscribed on this bond form, and that, as a corporate officer, he or she is authorized to execute the bond for the purposes therein contained.

Notary Seal



Candace Lee Green  
Notary Public

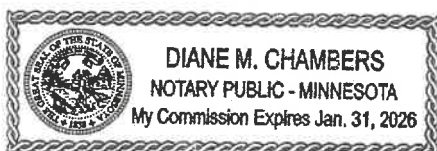
ACKNOWLEDGMENT OF SURETY

State of Minnesota )  
County of Hennepin ) ss.

ACKNOWLEDGMENT OF SURETY

On this 5th day of August, 2022, before me personally appeared Karla Deutsch Hunt, who acknowledged that he or she is the attorney in fact who is authorized on behalf of Merchants Bonding Company, corporation, on the behalf of the corporation.

Notary Seal



Diane M. Chambers  
Notary Public

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

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

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

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

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 28th day of March, 2022.



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

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

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



**POLLY MASON**  
Commission Number 750576  
My Commission Expires  
January 07, 2023

*Polly Mason*  
Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 5th day of August, 2022.



*William Warner Jr.*  
Secretary

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

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

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

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

**Minnesota Department of Human Rights**

**FOR THE DEPARTMENT BY:**



Rebecca Lucero, Commissioner

AN EQUAL OPPORTUNITY EMPLOYER

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

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

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

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

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

**Minnesota Department of Human Rights**

**FOR THE DEPARTMENT BY:**



Rebecca Lucero, Commissioner

**AN EQUAL OPPORTUNITY EMPLOYER**

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

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726  
12000 2<sup>nd</sup> St. SE  
Becker, MN 55308

BID FROM: Bradbury Stamm Construction Winkelmann, LLC

340 Highway 10 S

St. Cloud, MN 56304

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope SEVEN

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

\$ One Million Two Hundred Eighty Five Thousand \$ 1,285,000  
DOLLARS

2. Work Scope \_\_\_\_\_

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

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

3. Work Scope \_\_\_\_\_

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

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

**4. COMBINED WORK SCOPE BID**

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

\_\_\_\_\_ No Bid \_\_\_\_\_

for the Combined Base Bid Sum of:

\$ No Bid \_\_\_\_\_

\$ —

**UNIT PRICES:**

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ No Bid \_\_\_\_\_

\$ —

**ALTERNATES:**

Alternate No. 1: Controls

1. Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.

a. Controls by Alerton

\$ No Bid \_\_\_\_\_

\$ —

b. Controls by Automated Logic

\$ No Bid \_\_\_\_\_

\$ —

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

Addenda No. 1 Dated 7/25/22 Addenda No. 3 Dated 8/5/22

Addenda No. 2 Dated 8/1/22 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_



**Responsible Contractor:** By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in 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: 340 Highway 10 S

City: St. Cloud State: MN Zip: 56304

Phone Number: 320-253-2411 Fax Number: N/A

Name (typed or printed): John Waletzko

Signature: 

Title: President

Date: 08/11/22

**END OF SECTION 00 41 13**



# GREAT AMERICAN INSURANCE COMPANY OHIO

## BID BOND

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

**CONTRACTOR:**

(Name, legal status and address)

Bradbury Stamm Construction Winkelman, LLC  
340 Highway 10 South  
St. Cloud, MN 56304

**SURETY:**

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

Great American Insurance Company  
301 E Fourth Street  
Cincinnati, OH 45202

**OWNER:**

(Name, legal status and address)

Becker Public Schools,  
ISD 726  
12050 Hancock St SE  
Becker, MN 55308

**BOND AMOUNT:** \$ 5% of Bid Amount

**PROJECT:**

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

Becker Public Schools  
Primary / EEC  
Additions and Remodeling

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

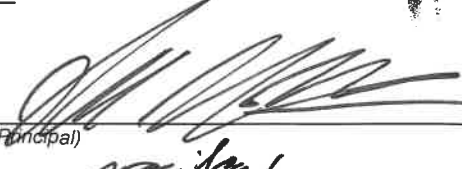
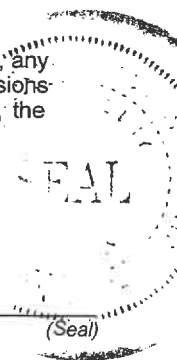
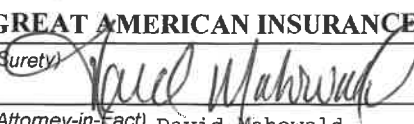
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 4th day of August, 2022.

  
(Witness)

  
(Witness)

  
(Principal)  
  
(Seal)  
  
(Title)  
**GREAT AMERICAN INSURANCE COMPANY**  
(Surety)  
  
(Attorney-in-Fact) David Mahowald



### ACKNOWLEDGEMENT OF PRINCIPAL (Individual)

STATE OF \_\_\_\_\_ } SS.  
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) described in and who executed the foregoing instrument and acknowledge(s) to me that \_\_\_\_\_ he \_\_\_\_\_ executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

### ACKNOWLEDGEMENT OF PRINCIPAL (Partnership)

STATE OF \_\_\_\_\_ } SS.  
COUNTY OF \_\_\_\_\_ }

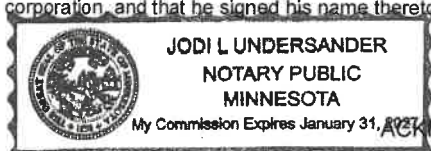
On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_ before me personally come(s) \_\_\_\_\_, a member of the co-partnership of \_\_\_\_\_, to me known and known to me to be the person who is described in and who executed the foregoing instrument, and acknowledges to me that executed the same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

\_\_\_\_\_  
NOTARY PUBLIC

### ACKNOWLEDGEMENT OF PRINCIPAL (Corporation)

STATE OF Minnesota } SS.  
COUNTY OF Stearns }

On this 4<sup>th</sup> day of August, in the year 2022 before me personally come(s) John Waletzko, to me known, who, being by me duly sworn, deposes and says that he resides in the City of St Cloud that he is the President of the Bradbury Storm Construction Winkelman the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that 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 signed his name thereto by like order. LL



Jodi Undersander  
NOTARY PUBLIC

### ACKNOWLEDGEMENT OF SURETY

STATE OF Minnesota } SS.  
COUNTY OF Stearns }

On this 4th day of August, in the year 2022 before me personally come(s) David Mahowald, Attorney(s)-in-Fact of Great American Insurance Company with whom I am personally acquainted, and who, being by me duly sworn, says that he reside(s) in Sartell, Minnesota that he is (are) the Attorney(s)-in-Fact of Great American Insurance Company, the Company described in and which executed the within instrument; that he know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he signed said instrument as Attorney(s)-in-Fact of the said Company by like order.



Kristin Rademacher  
NOTARY PUBLIC

# GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by  
this power of attorney is not more than ONE

No. 0 20206

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
DAVID MAHOWALD	ST. CLOUD, MINNESOTA	\$100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.  
IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 16TH day of OCTOBER, 2018  
Attest  
GREAT AMERICAN INSURANCE COMPANY



*Stephen C. Beraha*  
Assistant Secretary

*Mark V. Vicario*  
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 16TH day of OCTOBER, 2018, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

MARK VICARIO (877-377-2405)



Susan A. Kohorst  
Notary Public, State of Ohio  
My Commission Expires 05-16-2020

*Susan A. Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

**RESOLVED:** That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

**RESOLVED FURTHER:** That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

## CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 4th day of August, 2022



*Stephen C. Beraha*  
Assistant Secretary

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

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

BID FROM: Ford Metro Inc.  
3121 40th Ave NW  
Rochester, Minnesota 55901

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects, Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 08-Aluminum Doors, Windows and Glazing

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

\$ Two Hundred Sixty Six Thousand Four Hundred Eighty Thousand

\$ 266,480.00

2. Work Scope \_\_\_\_\_

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

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

\$ NA

3. Work Scope \_\_\_\_\_

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

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

\$ NA

4. COMBINED WORK SCOPE BID

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

\_\_\_\_\_

for the Combined Base Bid Sum of:

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

\$ NA

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

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

\$ NA

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

Addenda No. 1 Dated 07/25/22 Addenda No. 3 Dated 08/05/22

Addenda No. 2 Dated 08/01/22 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

**Responsible Contractor:** By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in 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: 3121 40th Ave NW

City: Rochester State: MN Zip: 55901

Phone Number: 507-289-3777 Fax Number: 507-289-0634

Name (typed or printed): Kevin Swanson

Signature: 

Title: President

Date: 08/11/2022

END OF SECTION 00 41 13



# AIA® Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)  
Ford Metro, Inc.

3121 40th Avenue NW

Rochester, MN 55901

**OWNER:**

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

12000 Hancock Street

Becker, MN 55308

**BOND AMOUNT:**

\*\*\* FIVE PERCENT OF AMOUNT BID \*\*\*

**PROJECT:**

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

Work Scope 08 - Aluminum Doors, Windows and Glazing In connection with Primary EEC Additions & Remodeling

**SURETY:**

(Name, legal status and principal place of business)

Merchants National Bonding, Inc.

PO Box 14498

Des Moines, IA 50306-3498

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

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

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

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

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed incorporated herein 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 11th day of August 2022

  
(Witness)

Ford Metro, Inc.

(Principal)

(Title)

Merchants National Bonding, Inc.

(Surety)

(Title)

Nicholas L. Newton

Attorney-in-Fact

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

Init.

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INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT

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

SS

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

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

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

(Notary Seal)

CORPORATE ACKNOWLEDGMENT

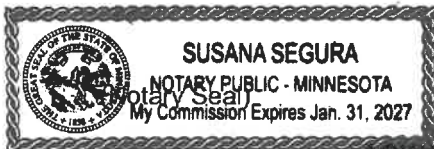
STATE OF Minnesota

SS

COUNTY OF Ansted

On the 11<sup>th</sup> day of August, 2022, before me personally appeared

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



Susana Segura

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA

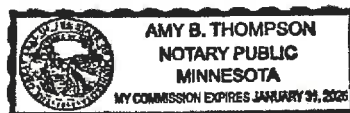
SS

COUNTY OF Ramsey

On the 11th day of August, 2022, before me personally appeared **Nicholas L. Newton** to me known, who being duly sworn, did say that he/she is the aforesaid officer or attorney-in-fact of the **Merchants National Bonding, Inc.** a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

Amy B. Thompson

(Notary Seal)



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

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Amy B Thompson; Barb Olson; Jennifer F Newton; Lisa Eubanks; Nicholas L Newton

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

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

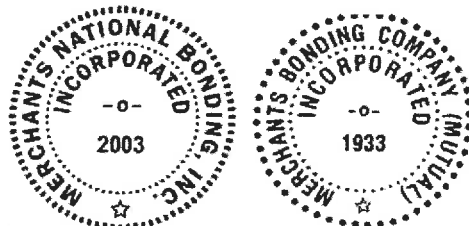
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings,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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 14th day of June, 2022.



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

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 14th day of June, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



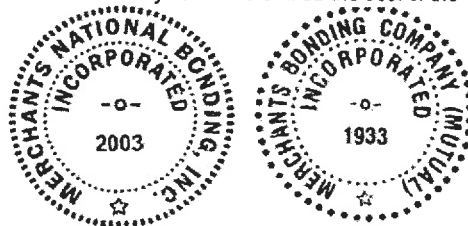
**POLLY MASON**  
Commission Number 750576  
My Commission Expires  
January 07, 2023

*Polly Mason*  
Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 11th day of August, 2022.



*William Warner Jr.*  
Secretary

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

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

BID FROM: EAST SIDE GLASS CO.  
305 FRANKLIN AVE NE  
ST. CLOUD, MN 56304

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects, Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 08 - ALUMINUM DOORS, WINDOWS and GLAZING  
a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Two hundred Sixty Six thousand two hundred fifty Dollars \$ 266,250<sup>00</sup>

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

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

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

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

**4. COMBINED WORK SCOPE BID**

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

\_\_\_\_\_

for the Combined Base Bid Sum of:

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

**UNIT PRICES:**

**Unit Price No. 1: Soil Corrections – Cost per Cubic Yard**

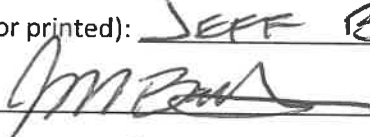
\$ \_\_\_\_\_ \$

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

Addenda No. 1 Dated 7/20/22 Addenda No. 3 Dated 8/5/22  
Addenda No. 2 Dated 8/1/22 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

**Responsible Contractor:** By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in 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: 305 FRANKLIN AVE NE  
City: ST. CLOUD State: MN Zip: 56304  
Phone Number: 320-251-1900 Fax Number: 320-251-9471  
Name (typed or printed): JEFF BARTH  
Signature:   
Title: PROJECT MANAGER  
Date: 9-10-22

END OF SECTION 00 41 13



# Document A310™ – 2010

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

East Side Glass Company, Inc.  
305 Franklin Avenue NE  
St. Cloud, MN 56304

### OWNER:

(Name, legal status and address)

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

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

### PROJECT:

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

Becker Public Schools Primary/EEC Additions & Remodeling

### SURETY:

(Name, legal status and principal place of business)

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

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

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

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

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

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

Signed and sealed this 11th day of August, 2022

(Witness)

(Witness)

East Side Glass Company, Inc.

(Principal)

(Seal)

(Title)

Western Surety Company

(Surety)

(Seal)

(Title)

Nicole M. Coty

Attorney-in-fact

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

init.

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061110



**Authorizing By-Law**

**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.

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

### - In Unlimited Amounts -

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

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

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



WESTERN SURETY COMPANY

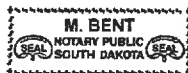
Paul T. Brufat, Vice President

State of South Dakota }  
County of Minnehaha } ss

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

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of August 2022



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

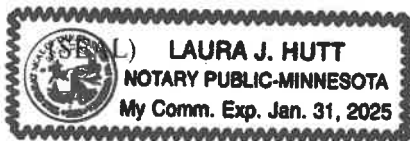
Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.



CORPORATE ACKNOWLEDGMENT

STATE OF MN  
COUNTY OF BENTON

On the 10<sup>th</sup> day of AUGUST 2022 before me personally appeared, Lucas Forkin to me, who being duly sworn, did depose and say: that s/he resides in Benton Co. that s/he is the President of the East Side Glass Company, Inc. the corporation described in and which executed the foregoing instrument; that s/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that s/he signed her/his name thereto by like order.



  
Notary Public

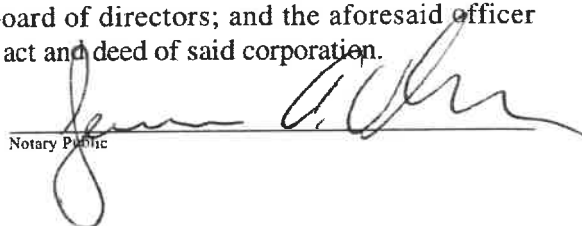
ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA  
COUNTY OF Dakota

On the 11th day of August 2022 before me personally appeared, Nicole M. Coty to me known, who being duly sworn, did say: that s/he resides in Minnesota that s/he is the aforesaid officer or attorney in fact of Western Surety Company a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument as signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

(SEAL)



  
Notary Public

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726  
**12000 2<sup>nd</sup> St. SE**  
Becker, MN 55308

BID FROM: Heartland Glass Co., Inc.  
401 Sundial Drive  
Waite Park, MN 56387

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects, Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

**Base Bids**

**1. Work Scope** 08-Aluminum Doors, Windows and Glazing

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

Two Hundred Eighty Eight Thousand Eight Hundred  
\$ Ninety Seven Dollars and 00/100's

\$ 288,897.00

**2. Work Scope** \_\_\_\_\_

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

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

\$

**3. Work Scope** \_\_\_\_\_

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

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

\$

**4. COMBINED WORK SCOPE BID**

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

\_\_\_\_\_

for the Combined Base Bid Sum of:

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

\$

**UNIT PRICES:**

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

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

\$ N/A

**ALTERNATES:**

Alternate No. 1: Controls

1. Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.

- a. Controls by Alerton

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

\$ N/A

- b. Controls by Automated Logic

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

\$ N/A

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

Addenda No. 1 Dated 7/25/22 Addenda No. 2 Dated 8/1/22

Addenda No. 3 Dated 8/5/22 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

**Responsible Contractor:** By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in 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: 401 Sundial Drive

City: Waite Park State: MN Zip: 56387

Phone Number: 320-259-1679 Fax Number: 320-259-4566

Name (typed or printed): Jessica Hanson

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

Title: Sales Manager

Date: 8/10/22

**END OF SECTION 00 41 13**



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

## Bid Bond

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

**Heartland Glass Co., Inc.**  
**401 Sundial Drive**  
**Waite Park, MN 56387**

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

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

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

**ISD #726 – Becker School District**  
**12000 Hancock St**  
**Becker, MN 55308**

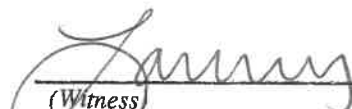
as Oblige, hereinafter called the Oblige, in the sum of **Five Percent (5%) of the Amount of the Bid**  
Dollars (\$ **5%** ), for the payment  
of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,  
administrators, successors and assigns,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

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

**Becker Primary/ EEC addition**

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

Signed and sealed this **11th** day of **August, 2022**

  
(Witness)

  
(Witness)

**Heartland Glass Co., Inc.**  
(Principal) (Seal)

  
(Title)  
**Swiss Re Corporate Solutions America Insurance Corporation**  
(Surety)

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

INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT

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

SS

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

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

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

(Notary Seal)

CORPORATE ACKNOWLEDGMENT

STATE OF Minnesota

SS

COUNTY OF Stearns

On the 11 day of August, 2022 before me personally appeared Jessica Hanson to me known, who being by me duly sworn, did say that he/she is the Sales manager of Hartland Glass Co., Inc., the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he/she signed his/her name thereto by like order

(Notary Seal)



ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA

SS

COUNTY OF Washington

On the 11 day of August, 2022, before me personally appeared Name Alemdar to me known, who being duly sworn, did say that he/she is the aforesaid officer or attorney-in-fact of the Swiss RE Corporate Solutions America Insurance Corporation, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

(Notary Seal)



## SWISS RE CORPORATE SOLUTIONS

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

### GENERAL POWER OF ATTORNEY

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

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

JOINTLY or SEVERALLY

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

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

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

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

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



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

By Gerald Jagrowski  
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC  
& Vice President of WIC



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

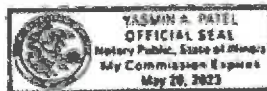
this 29TH day of APRIL, 2022

State of Illinois  
County of Cook

SS

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

On this 29TH day of APRIL, 2022, 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.



Yasmin A. Patel

Yasmin A. Patel, 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 11th day of AUGUST, 2022.

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



SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726  
12000 2<sup>nd</sup> St. SE  
Becker, MN 55308

BID FROM: Northern GLASS + GLAZING  
165 W. 88<sup>TH</sup> ST  
BLOOMINGTON, MN 55420

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 08 ALUMINUM DOORS, WINDOWS, GLAZING

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

\$ TWO HUNDRED FIFTY NINE THOUSAND

\$ 259,000

2. Work Scope \_\_\_\_\_

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

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

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

3. Work Scope \_\_\_\_\_

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

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

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



**4. COMBINED WORK SCOPE BID**

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

\_\_\_\_\_

for the Combined Base Bid Sum of:

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

\$

**UNIT PRICES:**

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

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

\$

**ALTERNATES:**

Alternate No. 1: Controls

1. Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.

- a. Controls by Alerton

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

\$

- b. Controls by Automated Logic

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

\$

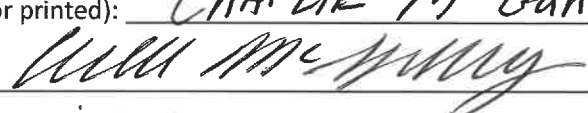
**Addenda:** Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7-25-22 Addenda No. 2 Dated 8-1-22

Addenda No. 3 Dated 8-5-22 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

**Responsible Contractor:** By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in 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: 165 W. 88<sup>th</sup> ST  
City: BLOOMINGTON State: MN Zip: 55420  
Phone Number: 952-888-6327 Fax Number: 952-888-6542  
Name (typed or printed): CHARLIE McGahey  
Signature:   
Title: PRESIDENT  
Date: 8-11-22

END OF SECTION 00 41 13

Bond No. \_\_\_\_\_

**BID BOND**

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

KNOW ALL MEN BY THESE PRESENTS, that we Northern Glass & Glazing, Inc.  
165 W 88th Street, Bloomington, MN 55420

as Principal hereinafter called the Principal, and Old Republic Surety Company  
a corporation duly organized under the laws of the state of Wisconsin as Surety, hereinafter called the Surety,  
are held and firmly bound unto Becker Public Schools, Becker, MN

as Obligee, hereinafter called the Obligee, in the sum of five percent

Dollars (\$ 5% ), for the payment of which sum well and truly to be made, the said Principal and the  
said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly  
by these presents.

WHEREAS, the Principal has submitted a bid for Becker Public Schools Primary/EEC  
Additions, Aluminum Doors, Storefronts, and Glazing

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

Signed and sealed this 8th day of August, 2022

*Phil M. Moly*  
Witness

Northern Glass & Glazing, Inc.  
Principal (Seal)  
By: *Chuck M. Moly* PRESIDENT  
Name/Title

*Alison Apple*  
Witness

Old Republic Surety Company  
Surety  
By: *Jeanette Kraemer*  
Jeanette Kraemer Attorney-in-Fact





# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

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

JEFFREY R. OLSEN, JEANETTE KRAEMER, MARK A. KIESOW, ROBERT D. BLOMSTER, JEANNIE A. KEMPENICH, JOSEPH R. ALTHAUS, GARY E. MATSON, BONNIE L. HUBER, STACY K. DUPONT, OF EDEN PRAIRIE, MN

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

### ALL WRITTEN INSTRUMENTS

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

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

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

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

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

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 4TH day of MARCH, 2021.

OLD REPUBLIC SURETY COMPANY

*Karen J. Haffner*

Assistant Secretary



*Alan Pavlic*

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 4TH day of MARCH, 2021, personally came before me, Alan Pavlic and

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



*Kathryn R. Pearson*  
Notary Public

My commission expires: 9/28/2022

### CERTIFICATE

(Expiration of notary commission does not invalidate this instrument)

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

40-2470

Signed and sealed at the City of Brookfield, WI this 8th day of August, 2022.



*Karen J. Haffner*

Assistant Secretary

J. A. PRICE AGENCY, INC.

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

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

BID FROM:

High Performance Coatings Inc.  
568 50th Street NE  
Buffalo, MN 55313

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects, Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Middle School/High School Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope

9 Wallcoverings / Painting

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

\$ Twenty Three thousand nine hundred <sup>dollars</sup> ~~hundred~~ \$ 93,907

2. Work Scope

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

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

3. Work Scope

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

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

Becker Public Schools-ISD 726  
Becker Middle School/High School Additions & Remodeling

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

**4. COMBINED WORK SCOPE BID**

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

\_\_\_\_\_

for the Combined Base Bid Sum of:

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

\$
----

**UNIT PRICES:**

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

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

\$
----

**ALTERNATES:**

**Alternate No. 1 Controls**

1. Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.

~~a. Controls by Alerton with approved installation by NAC~~

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

\$
----

~~b. Controls by Alerton with approved installation by HumeraTech~~

~~c. Controls by Automated Logic with approved installation by Automated Technologies~~

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

\$
----

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

Addenda No. 1 Dated 7/18/22 Addenda No. 3 Dated 7/29/22  
Addenda No. 2 Dated 7/26/22 Addenda No. 4 Dated 8/2/22

**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: 568 50th Street NE  
City: Buffalo State: MN Zip: 55313  
Phone Number: 320 815 2141 Fax Number: 763 682 2353  
Name (typed or printed): Michael Wheeler  
Signature: [Signature]  
Title: President  
Date: 8/4/22

END OF SECTION 00 41 13



# AIA® Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)  
High Performance Coatings, Inc.

568 50th Street NE

Buffalo, MN 55313

**OWNER:**

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

12000 Hancock Street

Becker, MN 55308

**BOND AMOUNT:**

\*\*\* FIVE PERCENT OF AMOUNT BID \*\*\*

**PROJECT:**

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

Painting & Wallcovering In connection with Becker Public Schools- Middle School/High School  
Additions and Remodeling ISD 726

**SURETY:**

(Name, legal status and principal place  
of business)

Western National Mutual Insurance Company

4700 W 77th St

Edina, MN 55435

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

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

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

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

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

Signed and sealed this 4th day of August 2022

  
(Witness)

  
(Witness)

Lisa M. Eubanks, Surety Acct. Executive


High Performance Coatings, Inc.

(Principal)

  
(Title)

Western National Mutual Insurance Company

(Surety)

  
(Title)

Amy B. Thompson

Attorney-In-Fact

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

Init.

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INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT

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

SS

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

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

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

(Notary Seal)

CORPORATE ACKNOWLEDGMENT

STATE OF Minnesota

SS

COUNTY OF Wright

On the 4th day of August, 2022, before me personally appeared

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

(Notary Seal)

ACKNOWLEDGMENT OF CORPORATE SURETY

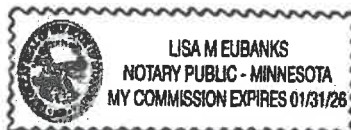
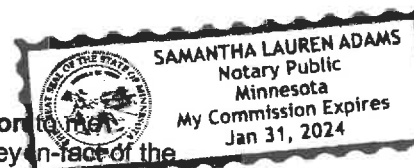
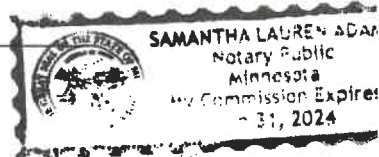
STATE OF MINNESOTA

SS

COUNTY OF Ramsey

On the 4th day of August, 2022, before me personally appeared **Amy B. Thompson** to me known, who being duly sworn, did say that he/she is the aforesaid officer or attorney-in-fact of the **Western National Mutual Insurance Company** a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

(Notary Seal)



## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Western National Mutual Insurance Company, a Minnesota mutual insurance company, does make, constitute, and appoint: Nicholas L. Newton, Jennifer F. Newton, Amy B. Thompson, Lisa Eubanks, Angel Wulf

Newton Bonding (#9536)

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

All written instruments in an amount not to exceed an aggregate of Five Million Dollars (\$5,000,000) for any single obligation, regardless of the number of instruments issued for the obligation.

and to bind Western National Mutual Insurance Company thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on September 28, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of Western National Mutual Insurance Company on September 28, 2010:

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

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

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

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

IN WITNESS WHEREOF, Western National Mutual Insurance Company has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 16th day of December, 2020.



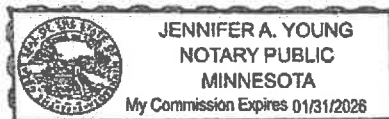
Jon R. Hebeisen, Secretary



Larry A. Byers, Sr. Vice President

STATE OF MINNESOTA, COUNTY OF HENNEPIN

On this 16th day of December, 2020, personally came before me, Jon R. Hebeisen and Larry A. Byers and to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally dispose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Jennifer A. Young, Notary Public  
My commission expires January 31, 2026

CERTIFICATE

I, the undersigned, assistant secretary of the Western National Mutual Insurance Company, a Minnesota corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Edina, MN this 4th day of August, 2022

Jennifer A. Young, Assistant Secretary

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726  
12000 2<sup>nd</sup> St. SE  
Becker, MN 55308

BID FROM: Gunion Painting LLC  
30 Maple Street N  
Waite Park, MN 56307

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects, Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 9 Painting

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

\$ sixty-seven thousand four hundred eighty-five dollars

\$ 67,485.00

2. Work Scope N/A

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

\$ N/A

\$ N/A

3. Work Scope N/A

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

\$ N/A

\$ N/A

4. COMBINED WORK SCOPE BID

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

N/A

for the Combined Base Bid Sum of:

\$ N/A \$ N/A

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ N/A \$ N/A

ALTERNATES:

Alternate No. 1: Controls

1. Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.

- a. Controls by Alerton

\$ NO CHANGE \$ NO CHANGE

- b. Controls by Automated Logic

\$ NO CHANGE \$ NO CHANGE


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

Addenda No. 1 Dated 7/25/22 Addenda No. 3 Dated 8/15/22

Addenda No. 2 Dated 8/1/22 Addenda No. — Dated —

**Responsible Contractor:** By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in 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: 30 Maple Street N  
City: Waite Park State: MN Zip: 56307  
Phone Number: 320-309-6166 Fax Number: —  
Name (typed or printed): Brandon Gunion  
Signature:   
Title: Owner  
Date: 8/11/22

END OF SECTION 00 41 13



# AIA Document A310™ – 2010

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Gunion Painting LLC  
38 Maple Street  
Waite Park, MN 56387

### SURETY:

(Name, legal status and principal place of business)

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

### OWNER:

(Name, legal status and address)

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

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

### PROJECT:

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

Becker Public Schools Primary/EEC Additions & Remodeling

Project Number, if any:

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

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

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

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

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

Signed and sealed this 9th day of August, 2022

Kathy Brophy  
(Witness)

Gunion Painting LLC  
(Principal) (Seal)  
(Title)

Kathy Brophy  
(Witness) Andrea Thorpe Kathryn Brophy

Westfield Insurance Company  
(Surety) (Seal)  
(Title) Steve Shike, Attorney-in-Fact

Init.

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General  
Power  
of Attorney

CERTIFIED COPY

POWER NO. 3617151 00

**Westfield Insurance Co.**  
**Westfield National Insurance Co.**  
**Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**CORBAN M. ENNS, STEVE SHIKE, BEULAH M. HADLEY-VOTH, LAURA A. MARSLAND, VICTORIA HATEFI, STEPHANIE M. PALMBLAD, KATRINA EGGER FEARN, BRIAN RADFORD, JOINTLY OR SEVERALLY**

of SALEM and State of OR its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, undertakings, and recognizances; provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed TEN MILLION DOLLARS AND NO CENTS (\$10,000,000)----

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

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

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

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

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

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 01st day of MAY A.D., 2022.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

*Gary W. Stumper*

By: Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio  
County of Medina ss.:

On this 01st day of MAY A.D., 2022, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



*David A. Kotnik*

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

State of Ohio  
County of Medina ss.:

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

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



*Frank A. Carrino* Secretary  
Frank A. Carrino, Secretary

LICENSE/CERTIFICATE/REGISTRATION DETAIL

CONTRACTOR

Class Type: REGISTRATION Number: IR731770

Application No:	405432	Status:	ISSUED
Expire Date:	12/31/2023	Effect Date:	8/11/2022
Orig Date:	10/17/2017	Print Date:	
Enforcement Action:	NO		
Workplace Experience:	N/A		

Name: GUNION PAINTING LLC  
Address: 38 MAPLE STREET N  
WAITE PARK , MN 56387  
Phone:

A CONTRACTOR REGISTRATION IS NOT A LICENSE!

Contractor Registration is required for building contractors that are not licensed or required to be licensed by DLI, but *it is not intended to provide any level of consumer protection*. To verify the status of licensed residential contractors, remodelers, and roofers, search under the **Residential Contractors** "Discipline" on the license lookup tool

Another Lookup?



SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726  
12000 2<sup>nd</sup> St. SE  
Becker, MN 55308

BID FROM: HenKemeyer Coatings Inc.

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 09 Paint

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

\$ one hundred twenty eight thousand six hundred dollars \$ 128,600.00

2. Work Scope                     

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

\$                      \$                     

3. Work Scope                     

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

\$                      \$

**4. COMBINED WORK SCOPE BID**

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

\_\_\_\_\_

for the Combined Base Bid Sum of:

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

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

**UNIT PRICES:**

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

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

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

**ALTERNATES:**

Alternate No. 1: Controls

1. Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.

a. Controls by Alerton

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

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

b. Controls by Automated Logic

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

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

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

Addenda No. 1 Dated 7/25/22 Addenda No. 2 Dated 8/1/22

Addenda No. 3 Dated 8/5/22 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

**Responsible Contractor:** By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in 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: 2103 196<sup>th</sup> St E (poBox 459)

City: Clearwater State: MN Zip: 55320

Phone Number: 320558-4447 Fax Number: \_\_\_\_\_

Name (typed or printed): Jim Henkemeyer

Signature: 

Title: President

Date: 8/10/22

END OF SECTION 00 41 13

**AIA®****Document A310™ – 1970****Bid Bond**

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

**Henkemeyer Coatings, Inc.**  
**P.O. Box 459**  
**Clearwater, MN 55320**

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

**West Bend Mutual Insurance Company**  
**8401 Greenway Blvd., Suite 1100**  
**Middleton, WI 53562**

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

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

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

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

**Primary/ EEC additions and remodeling- Work Scope 9: Painting**

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

Signed and sealed this **11th** day of **August, 2022**

  
 (Witness)

**Henkemeyer Coatings, Inc.**  
 (Principal)  (Seal)

(Title) **president**

  
 (Witness)

**West Bend Mutual Insurance Company**  
 (Surety) 

(Title) **Alan Starks** (Seal)  
**Attorney-in-Fact**

INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT

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

SS

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

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

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

(Notary Seal)

CORPORATE ACKNOWLEDGMENT

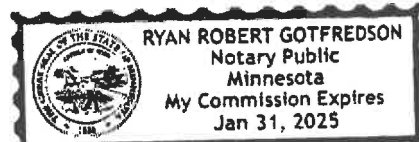
STATE OF Minnesota

SS

COUNTY OF Stearns

On the **11th** day of **August, 2022**, before me personally appeared Jim Henkemeyer to me known, who being by me duly sworn, did say that he/she is the President of **Henkemeyer Coatings, Inc.**, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he/she signed his/her name thereto by like order

(Notary Seal)



ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA

SS

COUNTY OF Hennepin

On the **11th** day of **August, 2022**, before me personally appeared **Alan Starks** to me known, who being duly sworn, did say that he/she is the aforesaid officer or attorney-in-fact of the **West Bend Mutual Insurance Company** a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

(Notary Seal)

Dale



Bond No. \_\_\_\_\_

**POWER OF ATTORNEY**

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

Alan Starks

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

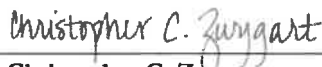
Ten Million Dollars (\$10,000,000)

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

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

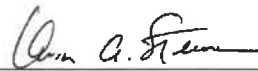
In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

Attest



Christopher C. Zwiygart  
Secretary






Kevin A. Steiner  
Chief Executive Officer/President

State of Wisconsin  
County of Washington

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





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

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

Signed and sealed at West Bend, Wisconsin this 11th day of August, 2022.





Heather Dunn  
Vice President – Chief Financial Officer

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

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726  
**12000 2<sup>nd</sup> St. SE**  
Becker, MN 55308

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

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects, Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 10 - ACOUSTIC CEILINGS AND ACOUSTICAL TREATMENTS

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

\$ One Hundred Ninty Seven Thousand Eight Hundred Thirty Three

\$ 197,833.00

2. Work Scope \_\_\_\_\_

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

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

\$

3. Work Scope \_\_\_\_\_

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

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

\$

**4. COMBINED WORK SCOPE BID**

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

NA

for the Combined Base Bid Sum of:

\$ NA

\$ NA

**UNIT PRICES:**

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ NA

\$ NA

**ALTERNATES:**

Alternate No. 1: Controls

1. Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.

a. Controls by Alerton

\$ NA

\$ NA

b. Controls by Automated Logic

\$ NA

\$ NA

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

Addenda No. 1 Dated 7/26/22 Addenda No. 3 Dated 8/8/22

Addenda No. 2 Dated 8/2/22 Addenda No.        Dated



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

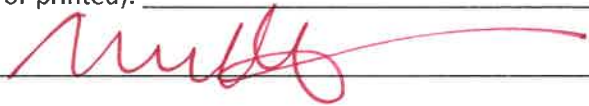
**Bid Acceptance:** If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance 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: 6840 Shingle Creek Parkway #5

City: Brooklyn Center State: MN Zip: 55430

Phone Number: 763-533-1595 Fax Number: 763-533-7852

Name (typed or printed): Mike Tambornino

Signature: 

Title: President

Date: 8/11/22

END OF SECTION 00 41 13

Bond No. \_\_\_\_\_

**BID BOND**

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

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

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

as Obligee, hereinafter called the Obligee, in the sum of FIVE PERCENT OF AMOUNT BID

Dollars (\$ 5% ), for the payment of which sum well and truly to be made, the said Principal and the  
said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly  
by these presents.

WHEREAS, the Principal has submitted a bid for #10 Acoustic Ceilings and Acoustical Treatments, Becker Public  
Schools Primary and EEC Addition and Remodel, 12050 Hancock Street SE, Becker, MN 55308

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

Signed and sealed this 9th day of August, 2022

  
Witness

Architectural Sales of Minnesota, Inc.

Principal

(Seal)

By: 

President  
Name/Title

Old Republic Surety Company

Surety

(Seal)

By: 

Steven A. Holmquist

Attorney-in-Fact

  
Witness

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

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

On the \_\_\_\_\_ day of \_\_\_\_\_, before me, a Notary Public within and for said county, personally appeared, \_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument, as Principal, and acknowledged to me that he executed the same as he free act and deed.

(Notarial Seal)

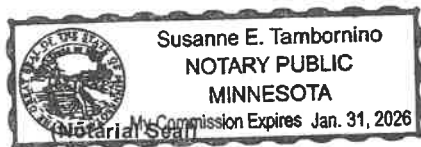
Notary Public \_\_\_\_\_ County Minnesota

My Commission Expires \_\_\_\_\_

**CORPORATE ACKNOWLEDGMENT**

STATE OF Minnesota )  
COUNTY OF Hennepin ) SS

On the 9th day of August, 2022, before me, personally appeared \_\_\_\_\_ to me known, who being by me duly sworn, did depose and say that he resides in \_\_\_\_\_, that he is the \_\_\_\_\_ President of the Architectural Sales of Minnesota, Inc. the corporation described in and which executed the foregoing instrument; that \_\_\_\_\_ knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that \_\_\_\_\_ signed name thereto by like order.

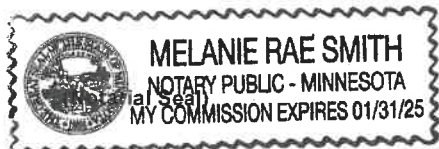


Susanne E. Tambornino  
Notary Public Hennepin County Minnesota  
My Commission Expires 1-31-26

**ACKNOWLEDGMENT OF CORPORATE SURETY**

STATE OF Minnesota )  
COUNTY OF Hennepin ) SS

On this 9th day of August, 2022, before me appeared Steven A. Holmquist to me personally known, who being by me duly sworn, did say that he is the aforesaid officer or attorney in fact of the Old Republic Surety Company, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.



Melanie Rae Smith  
Notary Public Hennepin County Minnesota  
My Commission Expires January 31, 2025

**INSTRUCTIONS**

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



# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

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

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

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

### ALL WRITTEN INSTRUMENTS

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

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

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

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

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

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

OLD REPUBLIC SURETY COMPANY

*Karen J. Haffner*

Assistant Secretary



*Alan Paylic*

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 25TH day of APRIL, 2022

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



*Kathryn R. Pearson*  
Notary Public

My commission expires: 9/28/2022

### CERTIFICATE

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

40-3762



Signed and sealed at the City of Brookfield, WI this 9th day of August, 2022

*Karen J. Haffner*

Assistant Secretary

RAY SMITH INS. AGENCY, INC.



SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

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

BID FROM: MDI Inc.  
28350 165th St.  
Big Lake Mn. 55309

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope #10 Acoustical Ceilings and Acoustical Treatments

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

\$ One Hundred Twenty Nine Thousand Nine Hundred 00/100 \$ 129,900

2. Work Scope \_\_\_\_\_

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

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

3. Work Scope \_\_\_\_\_

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

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

**4. COMBINED WORK SCOPE BID**

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

\_\_\_\_\_

for the Combined Base Bid Sum of:

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

\$

**UNIT PRICES:**

**Unit Price No. 1: Soil Corrections – Cost per Cubic Yard**

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

\$


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

Addenda No. #1 Dated 7-25-22 Addenda No. #3 Dated 8-5-22

Addenda No. #2 Dated 8-1-22 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

**Responsible Contractor:** By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in 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: 24350 165<sup>th</sup> St.  
City: Big Lake State: Mn. Zip: 55309  
Phone Number: 763-286-3353 Fax Number: \_\_\_\_\_  
Name (typed or printed): Mike Sorensen  
Signature:   
Title: owner  
Date: 8-10-2022

END OF SECTION 00 41 13

MAD DOG INTERIORS INC.  
MICHAEL D SORENSEN  
24350 165TH ST.  
BIG LAKE, MN 55309

75-383/919

6001

PAY TO  
THE ORDER OF

*Becker Public Schools* \$ *6,500.00*  
*Six Thousand Five Hundred 00/100* DOLLARS

Heat  
Reactive  
Ink

© 2005 Diverse Composites  
SPECIALT MINT HIGH SECURITY



**The Bank**  
OF ELK RIVER

630 Main St, Elk River, MN 55330  
763-441-1000  
Customer Service: 763-241-8522

MEMO

*Becker Primary*

*[Signature]* MP

⑆091903831⑆ 09 903 9⑈ 06001

LOOK FOR FRAUD-DETECTING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.



SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726  
 12000 2<sup>nd</sup> St. SE  
 Becker, MN 55308

BID FROM: St. Cloud Acoustics.  
P.O. Box 758  
St. Joseph, MN 56374

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects, Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope #10 - Acoustic Ceilings and Acoustical Treatments

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

\$ One hundred - eighty - three thousand \$ 183,270-  
two hundred - seventy

2. Work Scope \_\_\_\_\_

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

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

3. Work Scope \_\_\_\_\_

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

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

4. COMBINED WORK SCOPE BID

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

\_\_\_\_\_

for the Combined Base Bid Sum of:

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

\$  

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

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

\$ N/A.

ALTERNATES:

Alternate No. 1: Controls

1. Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.

a. Controls by Alerton

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

\$ N/A

b. Controls by Automated Logic

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

\$ N/A

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

Addenda No. 1 Dated 7.25.22 Addenda No. 3 Dated 8.5.22

Addenda No. 2 Dated 8.1.22 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

**Responsible Contractor:** By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in 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: 30762 Pearl Drive, P.O. Box 758

City: St. Joseph State: MO Zip: 64574

Phone Number: 320-363-8585 Fax Number: 320-363-8586

Name (typed or printed): Pete Ehresmann

Signature: 

Title: Project Manager

Date: 8.11.22

END OF SECTION 00 41 13

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

St. Cloud Acoustics, Inc.  
30762 Pearl Drive  
P.O. Box 758  
Saint Joseph, MN 56374

**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.

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

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

ISD#726-Becker Public Schools

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

**PROJECT:** Becker Primary/EEC Additions and Remodeling

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

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

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

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

Signed and sealed this 10th day of August, 2022

*(Witness)**(Witness)*

St. Cloud Acoustics, Inc.  
(Principal)

*(Seal)*

(Title) Brian Kalk - President  
Granite Re, Inc.  
(Surety)

*(Seal)*

(Title) Troy Staples, Attorney-in-Fact

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

Init

## 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 Stearns )

On this 10 day of August, in the year 2022, before me personally come(s) Brian Kalla, to me known, who, being duly sworn, deposes and says that he/she is the President of the St Cloud Acoustics Inc the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Ann C. Tervey  
Notary Public

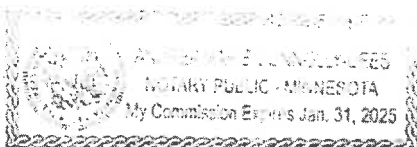
## ACKNOWLEDGMENT OF SURETY

State of Minnesota )  
County of Dakota )



On this 10th day of August, in the year 2022, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of Granite Re, Inc. with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of 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.

[Signature]  
Notary Public



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

Know all Men by these Presents:

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

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


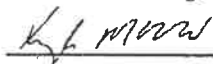
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this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

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

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3<sup>rd</sup> day of January, 2020.



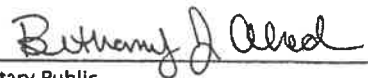
STATE OF OKLAHOMA     )  
                                      ) SS:  
COUNTY OF OKLAHOMA    )

  
\_\_\_\_\_  
Kenneth D. Whittington, President  
  
\_\_\_\_\_  
Kyle P. McDonald, Assistant Secretary

On this 3<sup>rd</sup> day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:  
April 21, 2023  
Commission #: 11003620



  
\_\_\_\_\_  
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  
10th day of August, 2022.



  
\_\_\_\_\_  
Kyle P. McDonald, Assistant Secretary

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726  
**12000 2<sup>nd</sup> St. SE**  
Becker, MN 55308

BID FROM: Twin City Acoustics, Inc.  
9449 Science Center Drive Ste #100  
New Hope, MN 55428

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

**Base Bids**

1. **Work Scope** 10 - Acoustical Ceilings & Treatment

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

\$ One Hundred and Fifty Eight Thousand, Two Hundred Dollars \$ 158,200.00

2. **Work Scope** \_\_\_\_\_

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

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

3. **Work Scope** \_\_\_\_\_

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

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

**4. COMBINED WORK SCOPE BID**

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

\_\_\_\_\_

for the Combined Base Bid Sum of:

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

\$

**UNIT PRICES:**

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

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

\$

**ALTERNATES:**

Alternate No. 1: Controls

1. Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.

a. Controls by Alerton

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

\$

b. Controls by Automated Logic

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

\$

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

Addenda No. 1 Dated 7-25-22 Addenda No. 3 Dated 8-5-22

Addenda No. 2 Dated 8-1-22 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_



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

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

Street Address: 9449 Science Center Drive Ste #100

City: New Hope State: MN Zip: 55428

Phone Number: 763-535-6697 Fax Number: 763-535-5309

Name (typed or printed): Derek Brinker

Signature: 

Title: Vice President

Date: 8-11-22

**END OF SECTION 00 41 13**

# CNA SURETY

## Bid Bond

Bond No. Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Twin City Acoustics, Inc.  
9449 Science Center Drive  
New Hope, MN 55428

### SURETY: Western Surety Company: South Dakota Corporation

(Name, legal status and principal place of business)

151 N. Franklin Street  
17th Floor  
Chicago, IL 60606

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

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

### OWNER:

(Name, legal status and address)

Becker Public Schools – ISD 726  
@ District Office  
12000 2nd Street SE  
Becker, MN 55308

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

### PROJECT:

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

Becker Public Schools-Primary/EEC  
Additions & Remodeling  
Work Scope 10 – Acoustical Ceilings & Treatment

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

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

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

Signed and sealed this 11th day of August, 2022.

  
(Witness)

  
(Witness)

Twin City Acoustics, Inc.

(Principal)

(Title) Dave Brinker, President

Western Surety Company

(Surety)

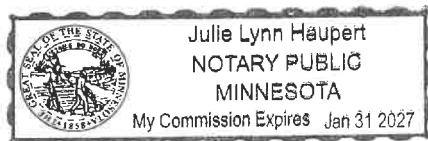
(Title) Gal T. Hayes, Attorney-In-Fact

### ACKNOWLEDGMENT OF PRINCIPAL

State of Minnesota

County of Hennepin

On this 11<sup>th</sup> day of August, 2022 before me a Notary Public in and for the State of Minnesota personally appeared Dave Brinker know to me to be the President of the principal described in the within instrument and who executed the same and acknowledge to me that he/she executed the same for on behalf of the said principal.



  
NOTARY PUBLIC

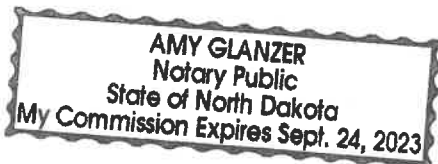
(SEAL)

### ACKNOWLEDGEMENT OF SURETY

State of North Dakota

County of Cass

On this 11<sup>th</sup> day of August, 2022 before me a Notary Public in and for the State of North Dakota, personally appeared Gail T. Hayes know to be the Attorney-In-Fact of the Surety described in the within instrument and who executed the same and acknowledge to me the he/she executed the same for on behalf of the said Surety.



  
NOTARY PUBLIC

(SEAL)

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

### - In Unlimited Amounts -

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

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

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



WESTERN SURETY COMPANY

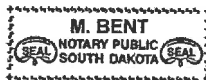
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

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

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of August 2022



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726  
12000 2<sup>nd</sup> St. SE  
Becker, MN 55308

BID FROM: SONUS Int.  
6325 San Bruno Rd Suite 800  
Golden Valley, MN 55427

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects, Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope -10 Acoustical Ceilings and Acoustical Treatments
  - a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ one hundred Fifty Thousand Nine hundred Ninety five \$150,995<sup>00</sup>  
dollars

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

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

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

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

**4. COMBINED WORK SCOPE BID**

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

\_\_\_\_\_

for the Combined Base Bid Sum of:

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

\$

**UNIT PRICES:**

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

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

\$

**ALTERNATES:**

Alternate No. 1: Controls

1. Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.

a. Controls by Alerton

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

\$

b. Controls by Automated Logic

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

\$

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Addenda No. 1 Dated 7-25-2022 Addenda No. 3 Dated 8-5-2022

Addenda No. 2 Dated 8-1-2022 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

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

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

Street Address: 6325 Sandburg Rd Suite 800  
City: Golden Valley State: MN Zip: 55427  
Phone Number: 763-557-0720 Fax Number: 763-557-0845  
Name (typed or printed): Jason Plumley  
Signature: [Signature]  
Title: Project Manager  
Date: 8-11-2022

END OF SECTION 00 41 13



**THE  
CINCINNATI INSURANCE COMPANY**  
CINCINNATI, OHIO

**Bid Bond**

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

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

ICS

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

Dollars (\$ 5% of bid ),

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

WHEREAS, the Principal has submitted a bid for

Becker Primary School

12050 Hancock St. & 13500 3rd St. Becker, MN

Furnish and Install Acoustical Ceiling Treatments

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

Signed and sealed this 11th day of August

2022

Sonus Interiors, Inc.

(Principal)

(Seal)

(Witness)

By:

*Jason Plumley*

Jason Plumley/ Project Manager

(Title)

**THE CINCINNATI INSURANCE COMPANY**

(Surety)

(Seal)

By:

*Peter Follese*

Peter Follese

Attorney-in-Fact

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



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

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ ) SS

On the \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public within and for said county, personally appeared, \_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument, as Principal, and acknowledged to me that he executed the same as he free act and deed.

(Notarial Seal)

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

**CORPORATE ACKNOWLEDGMENT**

STATE OF Minnesota )  
 )  
COUNTY OF Hennipin ) SS

On the 11th day of August, 2022, before me, personally appeared Christopher Scrabeck to me known, who being by me duly sworn, did depose and say that he resides in Golden Valley, Minnesota, that he is the Project Manager President of the Sonus Interiors, Inc. the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that signed name thereto by like order.

(Notarial Seal)

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

**ACKNOWLEDGMENT OF CORPORATE SURETY**

STATE OF Minnesota )  
 )  
COUNTY OF Washington ) SS

On this 11th day of August, 2022, before me appeared Peter Follese to me personally known, who being by me duly sworn, did say that he is the aforesaid officer or attorney in fact of the Attorney in Fact, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

(Notarial Seal)

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

**INSTRUCTIONS**

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

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

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

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

of Forest Lake, Minnesota

and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to

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

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

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

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

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

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



STATE OF OHIO ) ss:  
COUNTY OF BUTLER )

THE CINCINNATI INSURANCE COMPANY

*Steve A. Jantz*  
Vice President

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



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

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

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



*Sten D. Dan*  
Secretary

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726  
**12000 2<sup>nd</sup> St. SE**  
Becker, MN 55308

BID FROM: MN Acoustics  
8750 Jefferson Hwy  
Maple Grove, MN 55369

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

**Base Bids**

**1. Work Scope** 10- Acoustical Ceilings, Acoustical Treatments

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

\$ One Hundred Forty Five Thousand Three Hundred dollars

\$ 145,300.00

**2. Work Scope** N/A

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

\$ N/A

\$ N/A

**3. Work Scope** N/A

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

\$ N/A

\$ N/A

**4. COMBINED WORK SCOPE BID**

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

N/A

for the Combined Base Bid Sum of:

\$ N/A

\$ N/A

**UNIT PRICES:**

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ N/A

\$ N/A

**ALTERNATES:**

Alternate No. 1: Controls

1. Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.

a. Controls by Alerton

\$ N/A

\$ N/A

b. Controls by Automated Logic

\$ N/A

\$ N/A

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

Addenda No. 1 Dated 07/25/2022 Addenda No. 3 Dated 08/05/2022

Addenda No. 2 Dated 08/01/2022 Addenda No.        Dated

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

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

Street Address: 8750 Jefferson Hwy

City: Maple Grove State: MN Zip: 55369

Phone Number: 763-416-2891 Fax Number: N/A

Name (typed or printed): Jeremy Pittman

Signature: 

Title: Project Manager

Date: 08/11/2022

**END OF SECTION 00 41 13**

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

Bond No. RB0089845

**Bid Bond****CONTRACTOR:***(Name, legal status and address)*Minnesota Acoustics Inc.  
8750 Jefferson Highway

Maple Grove, MN 55369

**SURETY:***(Name, legal status and principal place of business)* This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.Granite Re, Inc.  
14001 Quailbrook Drive

Oklahoma City, OK 73134

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

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

ISD#726-Becker Public Schools

**BOND AMOUNT:** Five Percent of the Bid Amount (5% of Bid Amount)**PROJECT:** Becker Primary School/EEC Additions and Renovations*(Name, location or address, and Project number, if any)*

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

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

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

Signed and sealed this 10th day of August, 2022*(Witness)**(Witness)*Minnesota Acoustics Inc.  
*(Principal)**(Seal)**(Title)* President  
Granite Re, Inc.  
*(Surety)**(Seal)**(Title)* Troy Staples, Attorney-in-Fact

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

Init.

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051110



## 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 Hennepin )

On this 11 day of August, in the year 2022, before me personally come(s) Josh Pittman, to me known, who, being duly sworn, deposes and says that he/she is the president of the Minnesota Acoustics, Inc the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.



Stacy Alama  
Notary Public

## ACKNOWLEDGMENT OF SURETY

State of Minnesota )  
County of Dakota )

On this 10th day of August, in the year 2022, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of Granite Re, Inc. with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of 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.



[Signature]  
Notary Public



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

**Know all Men by these Presents:**

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

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

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

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

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3<sup>rd</sup> day of January, 2020.

STATE OF OKLAHOMA )  
 ) SS:  
COUNTY OF OKLAHOMA )



  
Kenneth D. Whittington, President

  
Kyle P. McDonald, Assistant Secretary

On this 3<sup>rd</sup> day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:  
April 21, 2023  
Commission #: 11003620



  
Notary Public

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

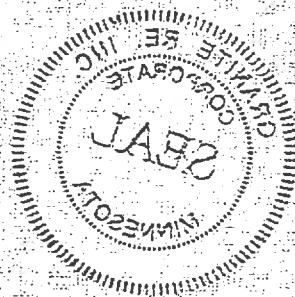
THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said 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  
10th day of August, 2022.



  
Kyle P. McDonald, Assistant Secretary



SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

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

BID FROM: Grazzini Brothers & Company

1175 Eagan Industrial Road

Eagan, MN 55121

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

**Base Bids**

1. **Work Scope** 11 Flooring and Tile

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

\$ Four Hundred Eighteen Thousand Five Hundred Seventy Dollars

\$ **418,570.00**

2. **Work Scope** \_\_\_\_\_

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

\$ \_\_\_\_\_

\$

3. **Work Scope** \_\_\_\_\_

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_

\$

**4. COMBINED WORK SCOPE BID**

a. The Bidder agrees to perform all work in the following Work Scopes:

\_\_\_\_\_

for the Combined Base Bid Sum of:

\$ \_\_\_\_\_

\$

**UNIT PRICES:**

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ \_\_\_\_\_

\$

**Addenda:** Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 07/25/2022 Addenda No. 3 Dated 08/05/2022

Addenda No. 2 Dated 08/01/2022 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

**Responsible Contractor:** By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

**Bid Acceptance:** If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 1175 Eagan Industrial Road

City: Eagan State: MN Zip: 55121

Phone Number: 651-994-4140 Fax Number: 651-452-2701

Name (typed or printed): Chad Haase

Signature: 

Title: Senior Project Manager

Date: 08/11/2022

END OF SECTION 00 41 13

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)  
**Grazzini Brothers & Company**

**1175 Eagan Industrial Road  
Eagan, MN 55121**

**OWNER:**

(Name, legal status and address)  
**Becker Public Schools - ISD #726**

**12000 Hancock Street  
Becker, MN 55308**

**BOND AMOUNT:**

**Five Percent (5%) of Total Amount Bid**

**PROJECT:**

(Name, location or address, and Project number, if any)  
**Becker Public Schools Primary/EEC Additions & Remodeling, WS 11: Flooring and Tile**

**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.

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 **11th** day of **August, 2022.**

  
(Witness)

**Grazzini Brothers & Company**  
(Principal) (Seal)

  
(Title) **Gregory P. Grazzini, President/CEO**

  
(Witness)

**Western Surety Company**  
(Surety) (Seal)

  
(Title) **Nicole Stillings, Attorney-in-Fact**

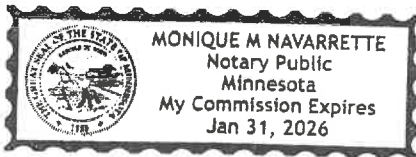


By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) ([www.nasbp.org](http://www.nasbp.org)) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond.

## CORPORATE ACKNOWLEDGMENT

State of Minnesota )  
 ) ss  
County of Dakota )

On this 11th day of August, 2022, before me appeared Gregory P. Grazzini, to me personally known, who, being by me duly sworn, did say that he/she is the President/CEO of Grazzini Brothers & Company, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and that said Gregory P. Grazzini acknowledged said instrument to be the free act and deed of said corporation.

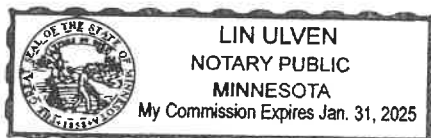


Monique M. Navarrette  
Notary Public Dakota County, Minnesota  
My commission expires 01/31/2026

## SURETY ACKNOWLEDGMENT

State of Minnesota )  
 ) ss  
County of Hennepin )

On this 11th day of August, 2022, before me appeared Nicole Stillings, to me personally know, who being by me duly sworn, did say that (s)he is the Attorney-in-Fact of Western Surety Company, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was executed in behalf of said corporation by authority of its Board of Directors; and that said Nicole Stillings acknowledged said instrument to be the free act and deed of said corporation.



[Signature]  
Notary Public Ramsey County, Minnesota  
My commission expires 1/31/2025

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents**, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**R. W. Frank, Nicole Stillings, Rachel Thomas, Joshua R. Loftis, Ted Jorgensen, Sandra M. Engstrum, Melinda C. Blodgett, R. C. Bowman, Brian J. Oestreich, Lin Ulven, Emily White, Nathan Weaver, C. White, Individually**

of Minneapolis, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

**In Witness Whereof**, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of December, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota  
County of Minnehaha

}

ss

On this 21st day of December, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of August 2022



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.



SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726  
12000 2<sup>nd</sup> St. SE  
Becker, MN 55308

BID FROM: MCI, Inc.  
26 1st Ave N  
Waite Park, MN 56387

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects, Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 11 - Flooring and Tile

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Four Hundred Sixty Seven Thousand and 00/100

\$ 467,000.00

2. Work Scope

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$

\$ N/A

3. Work Scope

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$

\$ N/A

**4. COMBINED WORK SCOPE BID**

a. The Bidder agrees to perform all work in the following Work Scopes:

\_\_\_\_\_

for the Combined Base Bid Sum of:

\$ \_\_\_\_\_

\$ N/A

**UNIT PRICES:**

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ \_\_\_\_\_

\$ N/A

**ALTERNATES:**

Alternate No. 1: Controls

1. Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.

a. Controls by Alerton

\$ \_\_\_\_\_

\$ N/A

b. Controls by Automated Logic

\$ \_\_\_\_\_

\$ N/A

**Addenda:** Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/25/22 Addenda No. 3 Dated 8/5/22

Addenda No. 2 Dated 8/1/22 Addenda No.        Dated

**Responsible Contractor:** By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in 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: 26 1st Ave N

City: Waite Park State: MN Zip: 56387

Phone Number: 320.253.5078 Fax Number: \_\_\_\_\_

Name (typed or printed): Manuel Cuevas

Signature: Manuel Cuevas

Title: Sr. Project Manager

Date: 8/10/22

**END OF SECTION 00 41 13**

**AIA****Document A310™ – 2010**

Bond No. RB0089842

**Bid Bond****CONTRACTOR:***(Name, legal status and address)***M.C.I. Inc. DBA Multiple Concepts Interiors**  
**26 - 1st Avenue N.****Waite Park, MN 56387****SURETY:***(Name, legal status and principal place of business)***Granite Re, Inc.**  
**14001 Quailbrook Drive****Oklahoma City, OK 73134**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:***(Name, legal status and address)***ISD#726-Becker Public Schools****BOND AMOUNT: Five Percent of the Bid Amount (5% of Bid Amount)****PROJECT: Becker Public Schools - Becker Primary/EEC Additions and Remodeling - Work Scope 11: Flooring and Tile**  
*(Name, location or address, and Project number, if any)*

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 9th day of August, 2022*(Witness)**(Witness)***M.C.I. Inc. DBA Multiple Concepts Interiors***(Principal)**(Seal)**(Title)***Granite Re, Inc.***(Surety)**(Seal)**(Title)* **Troy Staples, Attorney-In-Fact**

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assure that changes will not be obscured.**

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061110

## ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally come(s) \_\_\_\_\_, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

\_\_\_\_\_  
Notary Public

## ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally come(s) \_\_\_\_\_ a member of the co-partnership of \_\_\_\_\_ to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

\_\_\_\_\_  
Notary Public

## ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of MN )  
County of Stearns )

On this 11 day of August, in the year 2022, before me personally come(s) Mannel Cuevas to me known, who, being duly sworn, deposes and says that he/she is the VP of the MCI, INC. the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

\_\_\_\_\_  
Notary Public

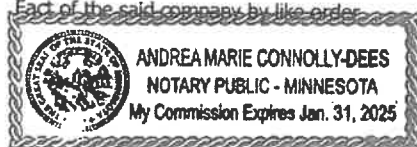
## ACKNOWLEDGMENT OF SURETY

State of Minnesota )  
County of Dakota )



JEFFREY MICHAEL NOYES  
NOTARY PUBLIC - MINNESOTA  
MY COMMISSION EXPIRES 01/31/26

On this 9th day of August, in the year 2022, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of Granite Re, Inc. with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Granite Re, Inc. company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.



\_\_\_\_\_  
Notary Public

**GRANITE RE, INC.**  
**GENERAL POWER OF ATTORNEY**

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

WANDA FRANZ; TOM LAHL; TOM KEMP; LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:


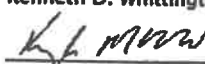
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

WANDA FRANZ; TOM LAHL; TOM KEMP; LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3<sup>rd</sup> day of January, 2020.

STATE OF OKLAHOMA     )  
                                      ) SS:  
COUNTY OF OKLAHOMA    )



  
Kenneth D. Whittington, President  
  
Kyle P. McDonald, Assistant Secretary

On this 3<sup>rd</sup> day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:  
April 21, 2023  
Commission #: 11003620



  
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  
9<sup>th</sup> day of August, 2022.



  
Kyle P. McDonald, Assistant Secretary

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726  
**12000 2<sup>nd</sup> St. SE**  
Becker, MN 55308

BID FROM: Summit Fire Protection

\_\_\_\_\_

\_\_\_\_\_

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects, Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

**Base Bids**

**1. Work Scope** #12 - Fire Suppression

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ One Hundred Twenty Four Thousand Dollars

\$ 124,000.00

**2. Work Scope** \_\_\_\_\_

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_

\$

**3. Work Scope** \_\_\_\_\_

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_

\$

**4. COMBINED WORK SCOPE BID**

a. The Bidder agrees to perform all work in the following Work Scopes:

\_\_\_\_\_ No Bid \_\_\_\_\_

for the Combined Base Bid Sum of:

\$ \_\_\_\_\_

\$

**UNIT PRICES:**

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ \_\_\_\_\_ N/A \_\_\_\_\_

\$ 0.00

**ALTERNATES:**

Alternate No. 1: Controls

1. Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.

a. Controls by Alerton

\$ \_\_\_\_\_ No Change \_\_\_\_\_

\$ 0.00

b. Controls by Automated Logic

\$ \_\_\_\_\_ No Change \_\_\_\_\_

\$ 0.00

**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 7/25/22 Addenda No. 2 Dated 8/1/22

Addenda No. 3 Dated 8/5/22 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_



**Responsible Contractor:** By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in 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: 418 Great Oak Drive

City: Waite Park State: MN Zip: 56387

Phone Number: 320-257-6390 Fax Number: 320-257-6392

Name (typed or printed): Chad Larsen

Signature: 

Title: Estimator

Date: August 11th, 2022

**END OF SECTION 00 41 13**



## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Summit Fire Protection Co.  
418 Great Oak Drive

Waite Park, MN 56387

### SURETY:

(Name, legal status and principal place of business)

XL Specialty Insurance Company  
505 Eagleview Blvd., Suite 100

Exton, PA 19341

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#726-Becker Public Schools

**BOND AMOUNT:** Five Percent of the Bid Amount (5% of Bid Amount)

**PROJECT:** Becker Public Schools Primary/EEC Addition and Remodel (Fire Protection)

(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 4th day of August, 2022

(Witness)

(Witness)

Summit Fire Protection Co.

(Principal)

(Seal)

(Title)

XL Specialty Insurance Company

(Surety)

(Seal)

(Title) Jennifer Boyles, Attorney-in-Fact

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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081110

## ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally come(s) \_\_\_\_\_, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

\_\_\_\_\_  
Notary Public

## ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally come(s) \_\_\_\_\_, a member of the co-partnership of \_\_\_\_\_, to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

\_\_\_\_\_  
Notary Public

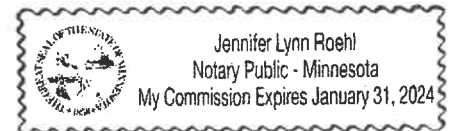
## ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of Minnesota )  
County of Stearns )

On this 10<sup>th</sup> day of August, in the year 2022, before me personally come(s) Jeff C. Jacobson, to me known, who, being duly sworn, deposes and says that he/she is the Fire Sprinkler Manager of the Summit Fire Protection the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Jennifer Roehl  
Notary Public

## ACKNOWLEDGMENT OF SURETY



State of Minnesota )  
County of Dakota )

On this 4th day of August, in the year 2022, before me personally come(s) Jennifer Boyles, Attorney(s)-in-Fact of XL Specialty Insurance Company with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of XL Specialty Insurance Company company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.



Andrea Marie Connolly-Dees  
Notary Public



Power of Attorney  
XL Specialty Insurance Company  
XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER  
LIMITED POWER OF ATTORNEY  
XL 1619721

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, do hereby nominate, constitute, and appoint:

**Jennifer Boyles, Nicholas Hochban, Thomas Kemp, Zachary Pate, Troy Staples, Tom Lahl**

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed \$100,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this July 18th, 2022.

XL SPECIALTY INSURANCE COMPANY



by:

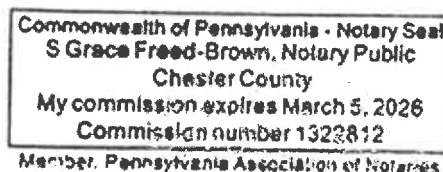
Gregory Boal, VICE PRESIDENT

STATE OF PENNSYLVANIA  
COUNTY OF CHESTER

Attest:

Kevin M. Mirsch, ASSISTANT SECRETARY

On this 18th day of July, 2022, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



S. Grace Freed-Brown, NOTARY PUBLIC

## SECTION 00 41 13

## BID FORM

## PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726  
1200 Hancock Street  
Becker, MN 55308

BID FROM: Breth-Zenzen Fire Protection  
8053 Sterling Drive - Ste 101  
St. Joseph, MN 56374

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects, Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Middle School/High School Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

## Base Bids

1. Work Scope 12- Fire Suppression

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Seventy two thousand five hundred twenty \$ 72,520

2. Work Scope N/A

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ N/A \$ 0

3. Work Scope N/A

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ 0

Becker Public Schools-ISD 726  
Becker Middle School/High School Additions & Remodeling

\$ n/a

**4. COMBINED WORK SCOPE BID**

- a. The Bidder agrees to perform all work in the following Work Scopes:

n/a

for the Combined Base Bid Sum of:

\$ n/a

\$ Ø

**UNIT PRICES:**

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ n/a

\$ Ø

**ALTERNATES:**

**Alternate No. 1 Controls**

1. Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.

~~a. Controls by Alerton with approved installation by NAC~~

\$ Ø

\$ Ø

~~b. Controls by Alerton with approved installation by HumeraTech~~

~~c. Controls by Automated Logic with approved installation by Automated Technologies~~

\$ Ø

\$ Ø

**Addenda:** Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7-18-22 Addenda No. 3 Dated 7-29-22

Addenda No. 2 Dated 7-25-22 Addenda No.        Dated       

**Responsible Contractor:** By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in 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: 8053 Sterling Drive - Suite 101

City: St. Joseph State: MN Zip: 56374

Phone Number: 320-363-0900 Fax Number: 320-363-0901

Name (typed or printed): Andy Brett

Signature: [Signature]

Title: Partner

Date: 8-4-22

END OF SECTION 00 41 13





# Document A310™ – 2010

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Breth-Zenzen Fire Protection, LLC

8053 Sterling Drive, Suite 101  
St. Joseph, MN 56374

### OWNER:

(Name, legal status and address)

Becker Public School District ISD #726  
12000 Hancock Street  
Becker, MN 55308

BOND AMOUNT: \*\*\*FIVE PERCENT OF AMOUNT BID\*\*\*

### PROJECT:

(Name, location or address, and Project number, if any)

Becker Middle-High Schools Additions & Remodeling

### SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company  
175 Berkeley Street  
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 4th day of August 2022  
Breth-Zenzen Fire Protection, LLC

(Witness)

(Principal)

(Seal)

(Title)

Liberty Mutual Insurance Company

(Surety)

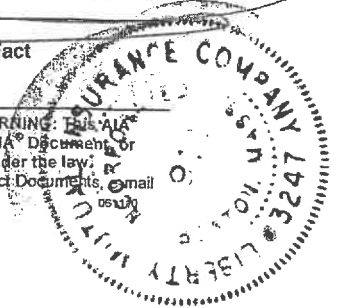
(Seal)

(Title)

Thomas O. Chambers, Attorney-in-Fact

Init.

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**Liberty  
Mutual.**  
SURETY

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8207515-969054**

## POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Chelsea A. Bremer; David J. Rudnik; Eric Olson; Kimberly S. Rasch; Thomas O. Chambers; Todd Schaap

all of the city of Franksville state of WI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF**, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of March, 2022.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By:

David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 17th day of March, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seals of said Companies this 4th day of August, 2022.



By:

Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

STATE OF WISCONSIN )

COUNTY OF **Racine** )

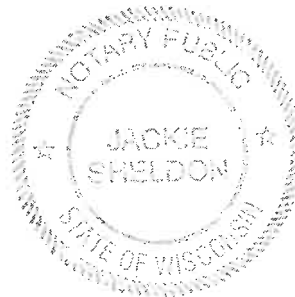
ON THIS 4th day of August, 2022,

before me, a notary public, within and for said County and State, personally appeared \_\_\_\_  
Thomas O. Chambers to me personally known, who being duly sworn,  
upon oath did say that he is the Attorney-in-Fact of and for the \_\_\_\_  
Liberty Mutual Insurance Company, a corporation  
of Massachusetts, created, organized and existing under and  
by virtue of the laws of the State of Massachusetts; that the corporate seal  
affixed to the foregoing within instrument is the seal of the said Company; that the seal  
was affixed and the said instrument was executed by authority of its Board of Directors;  
and the said Thomas O. Chambers did acknowledge that he/she  
executed the said instrument as the free act and deed of said Company.



**Jackie Sheldon**

Notary Public, **Racine** County, Wisconsin  
My Commission Expires **2/13/2023**



SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726  
12000 2<sup>nd</sup> St. SE  
Becker, MN 55308

BID FROM: Climate Makers, Inc.  
1700 Freeway BLVD Suite 10  
Brooklyn Center, MN 55430

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

**Base Bids**

1. Work Scope #13 Mechanical

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ TWO MILLION FIVE HUNDRED SEVENTEEN THOUSAND

\$ 2,517,000.00

2. Work Scope

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$

\$

3. Work Scope

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$

\$

**4. COMBINED WORK SCOPE BID**

- a. The Bidder agrees to perform all work in the following Work Scopes:

\_\_\_\_\_

for the Combined Base Bid Sum of:

\$ \_\_\_\_\_

\$

**UNIT PRICES:**

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ \_\_\_\_\_ N/A \_\_\_\_\_

\$

**ALTERNATES:**

Alternate No. 1: Controls

1. Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.

- a. Controls by Alerton

\$ ADD THREE HUNDRED \_\_\_\_\_

\$ +300.00

- b. Controls by Automated Logic

\$ Deduct TWELVE THOUSAND \_\_\_\_\_

\$ -12,000.00

**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 7/25/22 Addenda No. 3 Dated 8/5/22

Addenda No. 2 Dated 8/1/22 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

**Responsible Contractor:** By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in 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: 1700 Freeway BLVD Suite 10

City: Brooklyn Center State: MN Zip: 55430

Phone Number: 763-786-5999 Fax Number: 763-786-3893

Name (typed or printed): Dave Overbeek

Signature: 

Title: Construction Manager

Date: 8/11/22

**END OF SECTION 00 41 13**

**Bid Bond****CONTRACTOR:***(Name, legal status and address)*

Climate Makers, Inc.  
1700 Freeway Boulevard, Suite 10  
Brooklyn Center, MN 55430

**SURETY:***(Name, legal status and principal place of business)*

Granite Re, Inc.  
14001 Quailbrook Drive

Oklahoma City, OK 73134

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:***(Name, legal status and address)*

ISD#726-Becker Public Schools

**BOND AMOUNT:** Five Percent of the Bid Amount (5% of Bid Amount)

**PROJECT:** Becker Schools Primary/EEC Additions and Remodeling

*(Name, location or address, and Project number, if any)*

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 5th day of August, 2022

*(Witness)*

*(Witness)*

Climate Makers, Inc.  
(Principal)

(Title) CONTRACTOR MANAGER  
Granite Re, Inc.  
(Surety)

(Title) Jennifer Boyles, Attorney-in-Fact

*(Seal)**(Seal)*

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

## 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)

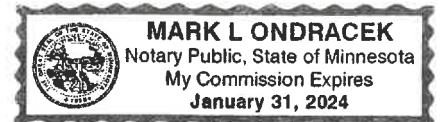
State of MN )  
County of CROW WING )

On this 11<sup>th</sup> day of AUGUST, in the year 2022, before me personally come(s) DAVE EVERSHED, to me known, who, being duly sworn, deposes and says that he/she is the CONSTRUCTION MANAGER of the CUMATE MAKERS, INC. the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

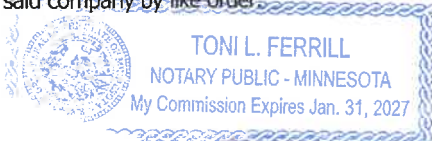
Mark L. Ondracek  
Notary Public

## ACKNOWLEDGMENT OF SURETY

State of Minnesota )  
County of Dakota )



On this 5th day of August, in the year 2022, before me personally come(s) Jennifer Boyles, Attorney(s)-in-Fact of Granite Re, Inc. with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Granite Re, Inc. company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.



Toni L. Ferrill  
Notary Public



**GRANITE RE, INC.**  
**GENERAL POWER OF ATTORNEY**

**Know all Men by these Presents:**

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

WANDA FRANZ; TOM LAHL; TOM KEMP; LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

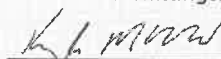
WANDA FRANZ; TOM LAHL; TOM KEMP; LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3<sup>rd</sup> day of January, 2020.

STATE OF OKLAHOMA    )  
                                  ) SS:  
COUNTY OF OKLAHOMA )



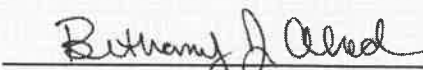
  
Kenneth D. Whittington, President

  
Kyle P. McDonald, Assistant Secretary

On this 3<sup>rd</sup> day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:  
April 21, 2023  
Commission #: 11003620



  
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  
5<sup>th</sup> day of August, 2022.



  
Kyle P. McDonald, Assistant Secretary



SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726  
12000 2<sup>nd</sup> St. SE  
Becker, MN 55308

BID FROM: RJ Mechanical, Inc.  
PO Box 373 901 N Industrial Park Rd.  
Mora, MN 55051

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects, Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 13 Mechanical

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Two million two hundred seven thousand <sup>900/100</sup> \$ 2,207,000.00

2. Work Scope \_\_\_\_\_

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$

3. Work Scope \_\_\_\_\_

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$

4. COMBINED WORK SCOPE BID

- a. The Bidder agrees to perform all work in the following Work Scopes:

\_\_\_\_\_

for the Combined Base Bid Sum of:

\$ \_\_\_\_\_

\$

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ \_\_\_\_\_ N/B \_\_\_\_\_

\$

ALTERNATES:

Alternate No. 1: Controls

1. Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.

- a. Controls by Alerton

\$ 300.00 (Add) \_\_\_\_\_

\$ 300.00

- b. Controls by Automated Logic

\$ 64,848.00 (Add) \_\_\_\_\_

\$ 64,848.00

**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 7/26/22 Addenda No. 2 Dated 8/01/22

Addenda No. 3 Dated 8/08/22 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

**Responsible Contractor:** By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

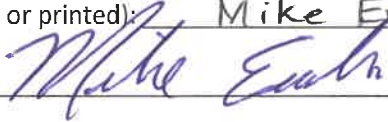
**Bid Acceptance:** If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance 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: 901 N Industrial Park Rd.

City: Mora State: MN Zip: 55051

Phone Number: 320-679-0602 Fax Number: 320-679-0356

Name (typed or printed): Mike Erickson

Signature: 

Title: Vice President

Date: 8/10/22

END OF SECTION 00 41 13

# AIA® Document A310™ – 2010

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

R. J. Mechanical, Inc.

901 N. Industrial Park Rd.  
Mora, MN 55051

### OWNER:

(Name, legal status and address)

Becker Public Schools ISD 726  
12000 Hancock Street  
Becker, MN 55308

BOND AMOUNT: \*\*\*FIVE PERCENT OF AMOUNT BID\*\*\*

### SURETY:

(Name, legal status and principal place  
of business)

Hudson Insurance Company  
100 William Street, 5th Floor  
New York, NY 10038

This document has important legal  
consequences. Consultation with  
an attorney is encouraged with  
respect to its completion or  
modification.

Any singular reference to  
Contractor, Surety, Owner or  
other party shall be considered  
plural where applicable.

### PROJECT:

(Name, location or address, and Project number, if any)

Becker Public Schools Primary/EEC Additions and Remodel

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for 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 11th day of August 2022

R. J. Mechanical, Inc.

(Witness)

(Principal)

(Seal)

(Title)

Hudson Insurance Company

(Surety)

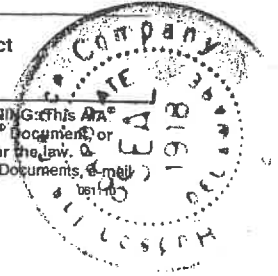
(Seal)

(Title)

Todd Schaap, Attorney-in-Fact

Init.

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## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

**Thomas O. Chambers and Todd Schaap**  
of the State of Wisconsin

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **Twenty Five Million Dollars (\$25,000,000.00)**.

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 3rd day of June, 2022 at New York, New York.



Attest.....  
**Dina Daskalakis**  
Corporate Secretary

HUDSON INSURANCE COMPANY

By.....  
**Michael P. Cifone**  
Senior Vice President

STATE OF NEW YORK  
COUNTY OF NEW YORK. SS.

On the 3rd day of June, 2022 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



ANN MURPHY  
Notary Public, State of New York  
No. 01MU6067553  
Qualified in Nassau County  
Commission Expires December 10, 2025

## CERTIFICATION

STATE OF NEW YORK  
COUNTY OF NEW YORK. SS.

The undersigned **Dina Daskalakis** hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27<sup>th</sup>, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 11th day of August, 2022

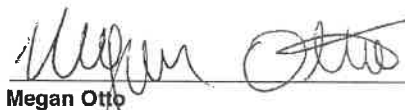


By.....  
**Dina Daskalakis**  
Corporate Secretary

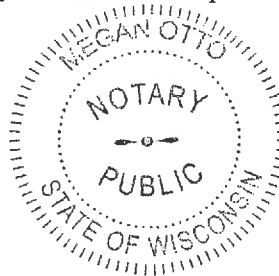
STATE OF WISCONSIN )

COUNTY OF **Kenosha** )

ON THIS 11th day of August, 2022,  
before me, a notary public, within and for said County and State, personally appeared \_\_\_\_  
Todd Schaap to me personally known, who being duly sworn,  
upon oath did say that he is the Attorney-in-Fact of and for the \_\_\_\_\_  
Hudson Insurance Company, a corporation  
of Delaware, created, organized and existing under and  
by virtue of the laws of the State of Delaware; that the corporate seal  
affixed to the foregoing within instrument is the seal of the said Company; that the seal  
was affixed and the said instrument was executed by authority of its Board of Directors;  
and the said Todd Schaap did acknowledge that he/she  
executed the said instrument as the free act and deed of said Company.



Megan Otto  
Notary Public, **Kenosha** County, Wisconsin  
My Commission Expires **3/3/2024**



SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726  
12000 2<sup>nd</sup> St. SE  
Becker, MN 55308

BID FROM: Sentra-Sota Sheet Metal Inc.  
3075 3<sup>RD</sup> STREET SOUTH  
WHITE PARK, MN 56387

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects, Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 13 MECHANICAL

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Two million, thirty-three thousand dollars

\$ 2,033,000<sup>00</sup>

2. Work Scope \_\_\_\_\_

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_

\$

3. Work Scope \_\_\_\_\_

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_

\$

4. COMBINED WORK SCOPE BID

- a. The Bidder agrees to perform all work in the following Work Scopes:

for the Combined Base Bid Sum of:

\$ \_\_\_\_\_

\$

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ \_\_\_\_\_

\$

ALTERNATES:

Alternate No. 1: Controls

1. Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.

- a. Controls by Alerton

+ \$ One thousand dollars

+

\$ 1,000<sup>00</sup>

- b. Controls by Automated Logic

- \$ Twelve thousand dollars

-

\$ 12,000<sup>00</sup>

**Addenda:** Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7-25-22 Addenda No. 3 Dated 8-5-22

Addenda No. 2 Dated 8-1-22 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_



**Responsible Contractor:** By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in 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: 3075 3<sup>RD</sup> STREET SOUTH  
City: WHITE PARK State: MINN Zip: 56387  
Phone Number: 320.252.3992 Fax Number: 320.252.5479  
Name (typed or printed): JEFF POPP  
Signature: [Signature]  
Title: V. President  
Date: 8-11-22

END OF SECTION 00 41 13

# OHIO FARMERS INSURANCE COMPANY

Westfield Group® 1 Park Circle, P O Box 5001, Westfield Center, Ohio 44251-5001

Conforms to Document A310™ - 2010

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

**Sentra Sota Sheetmetal, Inc**  
3075 3rd Street South  
Waite Park, MN 56387

### SURETY:

(Name, legal status and principal place of business)

**OHIO FARMERS INSURANCE COMPANY**  
1 Park Circle, PO Box 5001  
Westfield Center, OH 44251-5001

### OWNER:

(Name, legal status and address)

**ISD #726 Becker Public Schools**  
12000 Hancock Street SE  
Becker, MN 55308

**BOND AMOUNT: Five Percent of Bid Amount----- (5%)-----**

### PROJECT:

(Name, location or address, and Project number, if any)

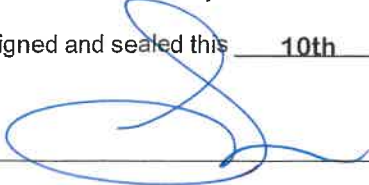
**Becker Public Schools - Primary/EEC Additions & Remodeling**  
**Becker, MN**

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 10th day of August, 2022.



(Witness)



(Witness)

**Sentra Sota Sheetmetal, Inc.**

(Principal)

(Seal)

By: 

(Title)

**OHIO FARMERS INSURANCE COMPANY**

(Surety)

(Seal)

By: 

**Kathryn Brophy, Attorney-In-Fact**

(Title)

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BD5084 OFWWN (10/2010)

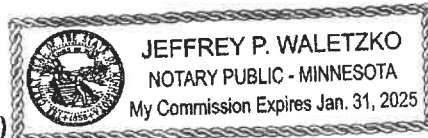
CORPORATE ACKNOWLEDGEMENT

STATE OF Minnesota

COUNTY OF STEARNS

On the 10 day of August, 2022, before me, personally appeared Josef Bechtold, to me known, who being by me duly sworn, did depose and say that (s)he resides in St. Cloud MN, that (s)he is the President of Sentra - Soda Street Mehl Inc the corporation described in and which executed the foregoing instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that (s)he signed his/her name thereto by like order.

(Notarial Seal)



(Notary Signature)

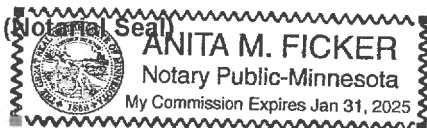
Jeffrey P. Waletzko

ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF MINNESOTA

COUNTY OF STEARNS

On the 10<sup>th</sup> day of August, 2022, before me, appeared Kathryn Brophy, to me personally known, who being by me duly sworn, did say that (s)he is the aforesaid officer or attorney in fact of the Ohio Farmers Insurance Company, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.



(Notary Signature)

Anita M. Ficker

"THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 11/30/20, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 2260812 09

General  
Power  
of Attorney

Westfield Insurance Co.  
Westfield National Insurance Co.  
Ohio Farmers Insurance Co.  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint ANITA M. FICKER, CHRISTINA GRESSER, MARK A. GRESSER, CAROL WEBER, JERI FREDERICK, BRIAN NOHAVA, KATHRYN BROPHY, JOINTLY OR SEVERALLY

of WAITE PARK and State of MN its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

**LIMITATION:** THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 30th day of NOVEMBER A.D., 2020.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

*Gary W. Stumper*

By: Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio  
County of Medina

ss.:

On this 30th day of NOVEMBER A.D., 2020, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



*David A. Kotnik*

State of Ohio  
County of Medina

ss.:

David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 10th day of August A.D., 2022



*Frank A. Carrino* Secretary

Frank A. Carrino, Secretary

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726  
12000 2<sup>nd</sup> St. SE  
Becker, MN 55308

BID FROM: Masters Plumbing Heating & Cooling LLC  
3446 St Hwy 29N  
Alexandria, MN 56308

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects, Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 13 Mechanical

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Two-million eleven thousand five-hundred —

\$ 2,011,500.00

2. Work Scope NA

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_

\$ \_\_\_\_\_

3. Work Scope NA

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_

\$ \_\_\_\_\_

4. COMBINED WORK SCOPE BID

- a. The Bidder agrees to perform all work in the following Work Scopes:

NA

for the Combined Base Bid Sum of:

\$ \_\_\_\_\_

\$

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ NA

\$

ALTERNATES:

Alternate No. 1: Controls

1. Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.

- a. Controls by Alerton

ADD \$ One-thousand dollars

\$ 1,000.00

- b. Controls by Automated Logic

DEDUCT \$ Twelve-thousand five hundred dollars

(\$ 12,500.00)

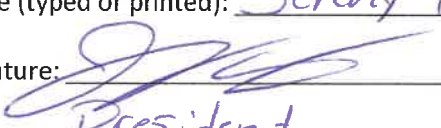
**Addenda:** Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7-25-22 Addenda No. 3 Dated 8-5-22

Addenda No. 2 Dated 8-1-22 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

**Responsible Contractor:** By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in 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: 3446 St Hwy 29 N  
City: Alexandria State: MN Zip: 56308  
Phone Number: 320-852-7065 Fax Number: 320-852-8043  
Name (typed or printed): Seruny Tilleskjaer  
Signature:   
Title: President  
Date: 8-11-22

END OF SECTION 00 41 13





**AIA®**

# Document A310™ – 1970

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we  
*(Here insert full name and address or legal title of Contractor)*  
**Masters Plumbing Heating and Cooling, LLC**  
**3446 State Hwy 29 N**  
**Alexandria, MN 56308**

as Principal, hereinafter called the Principal, and  
*(Here insert full name and address or legal title of Surety)*  
**Swiss Re Corporate Solutions America Insurance Corporation**  
**1200 Main Street**  
**Kansas City, MO 64105**

a corporation duly organized under the laws of the State of **Missouri**  
 as Surety, hereinafter called the Surety, are held and firmly bound unto  
*(Here insert full name and address or legal title of Owner)*  
**ISD #726 – Becker Public Schools**  
**12000 Hancock St**  
**Becker, MN 55308**

as Oblige, hereinafter called the Oblige, in the sum of **Five Percent (5%) of the Amount of the Bid**  
 Dollars (\$ **5%** ), for the payment  
 of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,  
 administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for  
*(Here insert full name, address and description of project)*


**Becker Public Schools Primary/ EEC additions and remodeling- Work Scope 13: Mechanical**



NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **11th** day of **August, 2022**

  
 (Witness)

**Masters Plumbing Heating and Cooling, LLC**  
 (Principal) (Seal)

  
 (Title) **Swiss Re Corporate Solutions America Insurance Corporation**  
 President (Surety)

  
 (Witness)   
 (Title) **Name Alemdar Attorney-in-Fact**



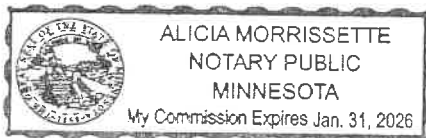


LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Minnesota

COUNTY OF Douglas

On this 11 day of August, 2022 before me personally appeared Jeremy Tillesjor to me known, who being by me duly sworn, that he is the President of the Masters Plumbing Heating & Cooling, the Limited Liability Company described in and which executed the foregoing instrument; that he knows the seal of said Limited Liability Company; that the seal affixed to said instrument is such company seal; that it was affixed by order of the Board of Governors of said Limited Liability Company; and that he signed his name thereto by like order.



Notary Public, Alicia Morrisette

(Notarial Seal)

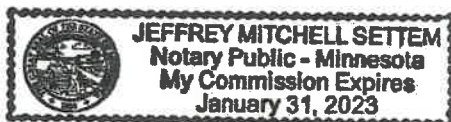
ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF Minnesota

COUNTY OF Washington

On this 11 day of August, 2022 before me appeared Name Alemdar to me personally known, who being duly sworn, did say that he is the aforesaid officer or attorney in fact of Swiss Re Corporate Solutions \*, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid office acknowledged said instrument to be the free act and deed of said corporation.

\* America Ins. Corp.



Notary Public, [Signature]

(Notarial Seal)

## SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIALTY INSURANCE COMPANY ("SRCSAIC")  
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("SRCSPIC")  
WESTPORT INSURANCE CORPORATION ("WIC")

### GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

ALAN STARKS, JEFF SETTEM, MELISSA NORDIN, NAME ALEMDAR, CHARLES CHRISTENSEN, TYLER L. GERADS and ALEXANDRA KISSELL

JOINTLY or SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



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 29TH day of APRIL, 2022

State of Illinois  
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation  
Swiss Re Corporate Solutions Premier Insurance Corporation  
Westport Insurance Corporation

On this 29TH day of APRIL, 2022, 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.



Yasmin A. Patel, 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 11th day of AUGUST, 2022.

Jeffrey Goldberg, Senior Vice President &  
Assistant Secretary of SRCSAIC and  
SRCSPIC and WIC

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726  
12000 2<sup>nd</sup> St. SE  
Becker, MN 55308

BID FROM: Weidner Plumbing and Heating Co.

29 Wilson Ave NE

St. Cloud, MN 56304

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects, Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 13 - Mechanical

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Two Million One Hundred Eighty Thousand Dollars

\$ 2,180,000.00

2. Work Scope N/A

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ N/A

\$ N/A

3. Work Scope N/A

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ N/A

\$ N/A

4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

N/A

for the Combined Base Bid Sum of:

\$ N/A

\$ N/A

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ N/A

\$ N/A

ALTERNATES:

Alternate No. 1: Controls

1. Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.

a. Controls by Alerton

\$ Add - One Thousand Dollars

\$ 1,000.<sup>00</sup>

b. Controls by Automated Logic

\$ Deduct - Seven Thousand Dollars

\$ 7,000.<sup>00</sup>

**Addenda:** Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7-25-22 Addenda No. 3 Dated 8-05-22

Addenda No. 2 Dated 8-01-22 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

**Responsible Contractor:** By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in 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: 29 Wilson Ave NE

City: St. Cloud State: MN Zip: 56304

Phone Number: 320-252-3000 Fax Number: 320-252-3046

Name (typed or printed): Bruce Gohmann

Signature: 

Title: President

Date: 08/11/22

END OF SECTION 00 41 13

# OHIO FARMERS INSURANCE COMPANY

Westfield Group® 1 Park Circle, P O Box 5001, Westfield Center, Ohio 44251-5001

Conforms to Document A310™ - 2010

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

**Weidner Plumbing and Heating Co.**  
**29 Wilson Ave NE**  
**Saint Cloud, MN 56302**

### SURETY:

(Name, legal status and principal place of business)

**OHIO FARMERS INSURANCE COMPANY**  
**1 Park Circle, PO Box 5001**  
**Westfield Center, OH 44251-5001**

### OWNER:

(Name, legal status and address)

**Becker Public Schools ISD #726**  
**12000 2nd Street SE**  
**Becker, MN 55308**

**BOND AMOUNT: Five Percent of Bid Amount----- (5%)-----**

### PROJECT:

(Name, location or address, and Project number, if any)

**Becker Public Schools - Primary/EEC Additions & Remodeling**  
**Work Scope#13 - Mechanical**  
**Becker, MN**

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 9th day of August, 2022



(Witness)



(Witness)

**Weidner Plumbing and Heating**

(Principal)

(Seal)

By: 

**Pres.**  
(Title)

**OHIO FARMERS INSURANCE COMPANY**

(Surety)

(Seal)

By: 

**Kathryn Brophy, Attorney-In-Fact**

(Title)

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BD5084 OFWWN (10/2010)

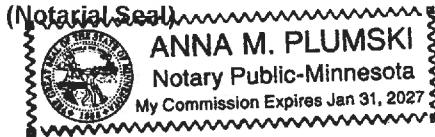


CORPORATE ACKNOWLEDGEMENT

STATE OF MINNESOTA

COUNTY OF STEARNS

On the 9th day of August, 2022, before me, personally appeared Bruce Gohmann, to me known, who being by me duly sworn, did depose and say that (s)he resides in Clearwater, MN, that (s)he is the President of Weidner Plumbing and Heating Co. the corporation described in and which executed the foregoing instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that (s)he signed his/her name thereto by like order.



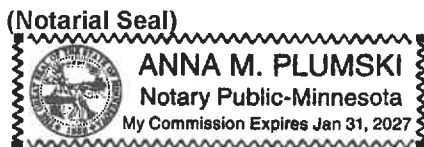
Anna M Plumski  
(Notary Signature)

ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF MINNESOTA

COUNTY OF STEARNS

On the 9th day of August, 2022, before me, appeared Kathryn Brophy, to me personally known, who being by me duly sworn, did say that (s)he is the aforesaid officer or attorney in fact of the Ohio Farmers Insurance Company, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.



Anna M Plumski  
(Notary Signature)

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 11/30/20, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 2260812 09

General  
Power  
of Attorney

Westfield Insurance Co.  
Westfield National Insurance Co.  
Ohio Farmers Insurance Co.  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint ANITA M. FICKER, CHRISTINA GRESSER, MARK A. GRESSER, CAROL WEBER, JERI FREDERICK, BRIAN NOHAVA, KATHRYN BROPHY, JOINTLY OR SEVERALLY

of WAITE PARK and State of MN its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

**LIMITATION:** THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 30th day of NOVEMBER A.D., 2020.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

*Gary W. Stumper*

By: Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio  
County of Medina ss.:

On this 30th day of NOVEMBER A.D., 2020, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



*David A. Kotnik*

David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 9th day of August A.D., 2022



*Frank A. Carrino* Secretary

Frank A. Carrino, Secretary



SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726  
12000 2<sup>nd</sup> St. SE  
Becker, MN 55308

BID FROM: St Cloud Refrigeration, Inc. dba SCR, Inc.  
604 Lincoln Ave NE  
St Cloud, MN 56304

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects, Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 13 - Mechanical

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Two million one hundred sixty-eight thousand \$2,168,000

2. Work Scope

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \$

3. Work Scope

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \$

**4. COMBINED WORK SCOPE BID**

- a. The Bidder agrees to perform all work in the following Work Scopes:

\_\_\_\_\_

for the Combined Base Bid Sum of:

\$ \_\_\_\_\_

\$

**UNIT PRICES:**

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ \_\_\_\_\_

\$

**ALTERNATES:**

Alternate No. 1: Controls

1. Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.

- a. Controls by Alerton

Add \$ Eleven thousand five hundred

Add

\$ 11,500

- b. Controls by Automated Logic

Add \$ Sixty-three thousand five hundred

Add

\$ 63,500

**Addenda:** Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/25/2022 Addenda No. 2 Dated 8/1/2022

Addenda No. 3 Dated 8/5/2022 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

**Responsible Contractor:** By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

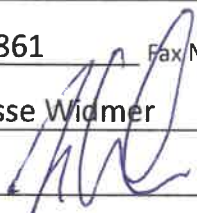
**Bid Acceptance:** If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 604 Lincoln Ave NE

City: St. Cloud State: MN Zip: 56304

Phone Number: 320-251-6861 Fax Number: 320-251-9390

Name (typed or printed): Jesse Widmer

Signature: 

Title: Project Manager/Estimator

Date: 8/11/2022

END OF SECTION 00 41 13

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

**St. Cloud Refrigeration, Inc.  
dba SCR, Inc.**

**604 Lincoln Avenue NE**

**St. Cloud, MN 56304**

**OWNER:**

(Name, legal status and address)

**Becker Public Schools - ISD #726**

**12000 Hancock Street**

**Becker, MN 55308**

**BOND AMOUNT:**

**Five Percent (5%) of Total Amount Bid**

**PROJECT:**

(Name, location or address, and Project number, if any)

**Becker Public Schools Primary/EEC Additions & Remodeling, WS 13: Mechanical**

**SURETY:**

(Name, legal status and principal place of business)

**Employers Mutual Casualty Company**

**PO Box 712**

**Des Moines, IA 50306-0712**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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                      11th                      day of **August, 2022.**

Margie Cota  
(Witness)

**St. Cloud Refrigeration, Inc. dba SCR, Inc.**

(Principal)

(Seal)

(Title),

**Employers Mutual Casualty Company**

(Surety)

(Seal)

(Title) **Colby D. White, Attorney-in-Fact**

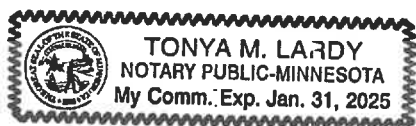


By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) ([www.nasbp.org](http://www.nasbp.org)) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond.

### CORPORATE ACKNOWLEDGMENT

State of Minnesota )  
 ) ss  
County of Benton )

On this 11th day of August, 2022, before me appeared Mike Fitch,  
to me personally known, who, being by me duly sworn, did say that he/she is the CEO  
of St. Cloud Refrigeration, Inc. dba SCR, Inc., a corporation, that the seal affixed to the  
foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in  
behalf of said corporation by authority of its Board of Directors, and that said Mike Fitch  
acknowledged said instrument to be the free act and deed of said corporation.



[Signature]  
Notary Public Benton County, Minnesota  
My commission expires 1/31/25

### SURETY ACKNOWLEDGMENT

State of Minnesota )  
 ) ss  
County of Hennepin )

On this 11th day of August, 2022, before me appeared Colby D. White,  
to me personally know, who being by me duly sworn, did say that (s)he is the Attorney-in-Fact of  
Employers Mutual Casualty Company, a corporation, that the seal  
affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was  
executed in behalf of said corporation by authority of its Board of Directors; and that said  
Colby D. White acknowledged said instrument to be the free act and deed of said corporation.



[Signature]  
Notary Public Sherburne County, Minnesota  
My commission expires 1/31/2024

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

### KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Colby D. White, Ted Jorgensen, Joshua R. Loftis, Brian J. Oestreich, Nathan Weaver, R. C. Bowman, Kurt C. Lundblad, Sandra M. Engstrom, Emily R. White, Rachel Thomas, Lin Ulven, Melinda C. Blodgett, Nicole Stillings

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Surety Bond:

### Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

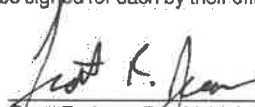
The authority hereby granted shall expire October 10th, 2022, unless sooner revoked.

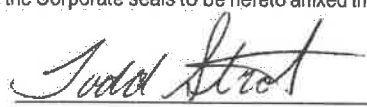
## AUTHORITY FOR POWER OF ATTORNEY

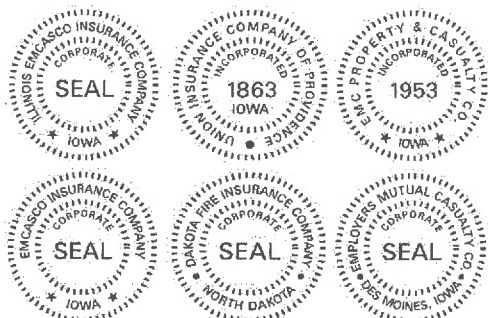
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

**IN WITNESS THEREOF**, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 30th day of March, 2020.

  
Scott R. Jean, President & CEO  
of Company 1; Chairman, President  
& CEO of Companies 2, 3, 4, 5 & 6

  
Todd Strother, Executive Vice President  
Chief Legal Officer & Secretary of  
Companies 1, 2, 3, 4, 5 & 6



On this 30th day of March, 2020 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2022.

  
Kathy Loveridge  
Notary Public in and for the State of Iowa

## CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 30th day of March, 2020, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 11th day of August, 2022.

  
James D. Clough  
Vice President

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726  
**12000 2<sup>nd</sup> St. SE**  
Becker, MN 55308

BID FROM: **McDOWALL COMPANY**

**1431 PROSPER DRIVE**

**WAITE PARK, MN 56387**

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

**Base Bids**

**1. Work Scope #13 - MECHANICAL**

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Two million two hundred sixty nine thousand seven hundred

\$ 2,269,700

**2. Work Scope**

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_

\$

**3. Work Scope**

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_

\$

**4. COMBINED WORK SCOPE BID**

a. The Bidder agrees to perform all work in the following Work Scopes:

\_\_\_\_\_

for the Combined Base Bid Sum of:

\$ \_\_\_\_\_

\$

**UNIT PRICES:**

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ **NO BID** \_\_\_\_\_

\$

**ALTERNATES:**

Alternate No. 1: Controls

1. Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.

a. Controls by Alerton

Add \$ \_\_\_\_\_

\$5,000

b. Controls by Automated Logic

\$ no change \_\_\_\_\_

\$

**Addenda:** Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/25/22 Addenda No. 2 Dated 8/1/22

Addenda No. 3 Dated 8/5/22 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_



**Responsible Contractor:** By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in 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: **1431 PROSPER DRIVE**

City: **WAITE PARK** State: **MN** Zip: **56387**

Phone Number: **320-251-8640** Fax Number: **320-251-9317**

Name (typed or printed): **MARK DINGMANN**

Signature: 

Title: **VICE-PRESIDENT**

Date: **8/11/22**

END OF SECTION 00 41 13



# AIA® Document A310™ – 2010

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

McDowall Company

PO Box 606

Waite Park, MN 56387

### OWNER:

(Name, legal status and address)

Becker Public Schools, ISD #726

12000 Hancock Street

Becker, MN 55308

**BOND AMOUNT:** Five Percent of Amount Bid (5%)

### PROJECT:

(Name, location or address, and Project number, if any)

Becker Schools Primary/EEC Additions & Remodeling - 12050 Hancock St SE, Becker, MN 55308; Bid Category: #13 - Mechanical

### SURETY:

(Name, legal status and principal place of business)

Western Surety Company

151 N. Franklin St.

Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

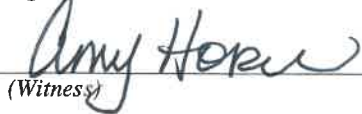
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 11th day of August, 2022

  
(Witness)

McDowall Company

(Principal)

(Seal)

(Title) Vice President

Western Surety Company

(Surety)

(Seal)

(Title)

Dena Grunhord

Attorney-in-fact

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

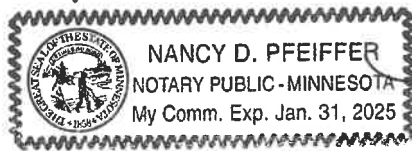
AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org). 061110

CORPORATE ACKNOWLEDGMENT

STATE OF MN  
COUNTY OF Benton

On the 11th day of August, 2022, before me personally appeared, Mark Dingmann to me, who being duly sworn, did depose and say: that s/he resides in Sartell, MN that s/he is the Vice President of the McDowall Company the corporation described in and which executed the foregoing instrument; that s/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that s/he signed her/his name thereto by like order.

(SEAL)



Nancy Pfeiffer  
Notary Public

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA  
COUNTY OF Stearns

On the 11th day of August, 2022 before me personally appeared, Dena Grunhoyd to me known, who being duly sworn, did say: that s/he resides in Minnesota that s/he is the aforesaid officer or attorney in fact of Western Surety Company a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument as signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

(SEAL)

Brenda S. Klimstra  
Notary Public



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Litton E S Field Jr, Nicole M Coty, Jonathan N Vagle, Mark Alan Thune, Mutya Alvaran Enoksen, Gayle L Thorson, Jeffrey R Skaar, Individually, of Mendota Heights, MN  
Kevin Paulson, Tom Corneil, Chad Christianson, De Ette J Wurm, Debra M Bledsoe, Brenda S Klimstra, Erin Pohlman, Deb Geislinger, Jacqueline Riley, Dana Kerfeld, Brittany Bauer, Laurie Litke, Amanda Plantenberg, Dena Grunhovd, Leslie Seehusen, Naomi Lerman, Individually, of Saint Cloud, MN**

its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of August, 2022.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha }

ss

On this 2nd day of August, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of August 2022



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**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.

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726  
12000 2<sup>nd</sup> St. SE  
Becker, MN 55308

BID FROM: El-Jay Plumbing & Heating, Inc.  
520 Apollo Ave NE  
St. Cloud, MN 56304

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects, Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 13 Mechanical

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ two million one hundred seventy-eight thousand dollars \$ 2,178,000.00

2. Work Scope \_\_\_\_\_

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$ \_\_\_\_\_

3. Work Scope \_\_\_\_\_

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$ \_\_\_\_\_

4. COMBINED WORK SCOPE BID

- a. The Bidder agrees to perform all work in the following Work Scopes:

\_\_\_\_\_

for the Combined Base Bid Sum of:

\$ \_\_\_\_\_

\$  

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ \_\_\_\_\_

\$  

ALTERNATES:

Alternate No. 1: Controls

1. Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.

- a. Controls by Alerton

\$ three hundred dollars Add

\$ 300.00

- b. Controls by Automated Logic

\$ sixty-five thousand dollars Add

\$ 65,000.00

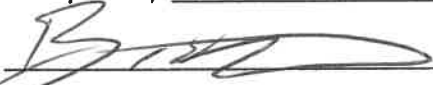
**Addenda:** Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 07/25/22 Addenda No. 2 Dated 08/01/22

Addenda No. 3 Dated 08/05/22 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

**Responsible Contractor:** By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in 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: 520 Apollo Ave NE  
City: St. Cloud State: MN Zip: 56304  
Phone Number: 320-251-8330 Fax Number: 320-251-4133  
Name (typed or printed): Bryant Fritz  
Signature:   
Title: President  
Date: 08/11/22

END OF SECTION 00 41 13





# AIA Document A310™ - 2010

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

**EL-JAY PLUMBING &  
HEATING, INC.  
520 APOLLO AVENUE NE  
ST. CLOUD, MN 56304**

### OWNER:

(Name, legal status and address)

**INDEPENDENT SCHOOL DISTRICT #726  
BECKER PUBLIC SCHOOLS  
12000 HANCOCK STREET  
BECKER, MN 55308**

### BOND AMOUNT:

**Five Percent of the Amount of the Attached Bid---(5%)**

### PROJECT:

(Name, location or address, and Project number, if any)

**Becker Public Schools Primary/ECC Addition & Remodel  
Work Scope 13-Mechanical**

### SURETY:

(Name, legal status and principal place  
of business)

**WESTFIELD INSURANCE COMPANY  
P.O. BOX 5001  
WESTFIELD CENTER, OH 44251-5001**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **11th** day of **August, 2022**

  
(Witness)

**EL-JAY PLUMBING & HEATING, INC.**

(Principal)

(Seal)

(Title)

**WESTFIELD INSURANCE COMPANY**

(Surety)

(Seal)

  
(Title) **Sean McBride, Attorney-in-Fact**

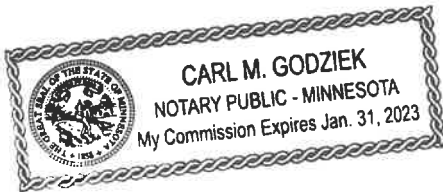
**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

Init.

# ACKNOWLEDGMENT OF SURETY

State of Minnesota)  
County of Hennepin)

On this 11th day of August, 20 22, before me personally appeared Sean McBride to me known, who, being by me duly sworn, did depose and say: that s/he resides at Blaine, Minnesota, that s/he is the Attorney-in-Fact of Westfield Insurance Company, the corporation described in and which executed the annexed instrument; that s/he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that s/he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.



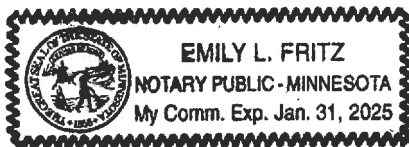
Notary Public

[Signature]

# ACKNOWLEDGMENT OF CORPORATION

State of Minnesota )  
County of Stearns )

On this 11th day of August, 20 22, before me personally appeared Bryant Fritz, to me known, who being by me first duly sworn, did depose and say that s/he resides in Stearns County that s/he is the President of El-Jay Plumbing & Heating, Inc. the corporation described in and which executed the foregoing instrument; that s/he knows the corporate seal of said corporation, that the corporate seal affixed to said instrument is such corporate seal, that it was so affixed by order and authority of the Board of directors of said corporation, and that s/he signed his/her name thereto by like order and authority.



Notary Public

[Signature]

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 11/12/20, FOR ANY PERSON OR PERSONS NAMED BELOW.

General  
Power  
of Attorney

CERTIFIED COPY

POWER NO. 2261112 11

Westfield Insurance Co.  
Westfield National Insurance Co.  
Ohio Farmers Insurance Co.  
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
MARY JO DINGWALL, CARL M. GODZIEK, SEAN MCBRIDE, YARALITZA RIVAS, MICHAEL J. JACOBS, JOINTLY OR SEVERALLY

of MINNETONKA and State of MN its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."


"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 12th day of NOVEMBER A.D., 2020 .

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By:   
Gary W. Stumper, National Surety Leader and  
Senior Executive

State of Ohio  
County of Medina ss.:

On this 12th day of NOVEMBER A.D., 2020 , before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed






State of Ohio  
County of Medina ss.:

David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 11th day of August A.D. 2022 .



 Secretary  
Frank A. Carrino, Secretary

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726  
12000 2<sup>nd</sup> St. SE  
Becker, MN 55308

BID FROM: Ebert Inc dba Ebert Construction  
23350 County Rd 10  
Corcoran, MN 55357

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope #15 - Post & Frame Storage Building

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ two hundred twenty seven thousand

\$ 227,000

~~2. Work Scope~~

- ~~a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:~~

~~\$~~

~~\$~~

~~3. Work Scope~~

- ~~a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:~~

~~\$~~

~~\$~~

**4. ~~COMBINED WORK SCOPE BID~~**

- a. ~~The Bidder agrees to perform all work in the following Work Scopes:~~

for the Combined Base Bid Sum of:

\$ \_\_\_\_\_

\$

**UNIT PRICES:**

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$

NA

\$

NA

**ALTERNATES:**

Alternate No. 1: Controls

1. Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.

- a. Controls by Alerton

\$

NA

\$

NA

- b. Controls by Automated Logic

\$

NA

\$

NA

**Addenda:** Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/25/22 Addenda No. 3 Dated 8/5/22

Addenda No. 2 Dated 8/1/22 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

**Responsible Contractor:** By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

**Bid Acceptance:** If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 23350 County Rd 10

City: Corcoran State: MN Zip: 55357

Phone Number: 763-498-7844 Fax Number: 763-498-9951

Name (typed or printed): Markus R Ebert

Signature: 

Title: Vice President / Secretary

Date: August 11, 2022

END OF SECTION 00 41 13





# MERCHANTS BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498  
PHONE: (800) 678-8171 FAX: (515) 243-3854

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

**Ebert, Inc. dba Ebert Construction**  
**23350 County Road 10**  
**Corcoran, MN 55357**

### SURETY:

(Name, legal status and principal place  
of business)

Merchants Bonding Company (Mutual)  
A Corporation  
6700 Westown Parkway, West Des Moines, IA 50266

### OWNER:

(Name, legal status and address)

**Becker Public Schools ISD #726**  
**12000 Hancock Street**  
**Becker, MN 55308**

**BOND AMOUNT: Five Percent (5%) of the Amount Bid**

### PROJECT:

(Name, location or address, and Project number, if any)

**Primary/EEC Addition & Remodeling - Becker, MN**

This document has important legal  
consequences. Consultation with  
an attorney is encouraged with  
respect to its completion or  
modification.

Any singular reference to  
Contractor, Surety, Owner or  
other party shall be considered  
plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **5th** day of **August** **2022**

**Ebert, Inc. dba Ebert Construction**



(Witness)

(Principal)

(Seal)

**Markus Ross Ebert**

**Vice President & Secretary**

(Title)



(Witness)

**Merchants Bonding Company (Mutual)**

(Surety)

(Seal)

**Karla Deutsch Hunt**

**Attorney-In-Fact**

CON 0657 (2/15)

Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A310-Bid Bond-2010

ACKNOWLEDGMENT OF INDIVIDUAL

State of \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

ACKNOWLEDGMENT OF PRINCIPAL

On this \_\_\_\_\_ day of \_\_\_\_\_, before me personally appeared \_\_\_\_\_, known to me to be the individual whose name is subscribed on this bond form, who acknowledged that this bond was executed for the purposes therein contained.

Notary Seal

\_\_\_\_\_  
Notary Public

ACKNOWLEDGMENT OF PARTNERSHIP

State of \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

ACKNOWLEDGMENT OF PRINCIPAL

On this \_\_\_\_\_ day of \_\_\_\_\_, before me personally appeared \_\_\_\_\_, known to me to be a partner in the partnership whose name is subscribed on this bond form, who acknowledged to me that the bond was executed on behalf of the partnership for the purposes therein contained.

Notary Seal

\_\_\_\_\_  
Notary Public

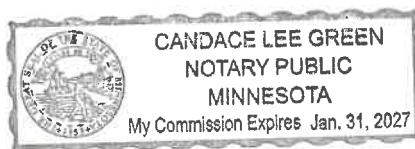
ACKNOWLEDGMENT OF CORPORATION

State of Minnesota )  
 ) ss.  
County of Hennepin )

ACKNOWLEDGMENT OF PRINCIPAL

On this 5<sup>th</sup> day of August 2022, before me personally appeared Markus Ross Ebert, who acknowledged that he or she is the Vice President of a corporation whose name is subscribed on this bond form, and that, as a corporate officer, he or she is authorized to execute the bond for the purposes therein contained.

Notary Seal



Candace Lee Green  
Notary Public

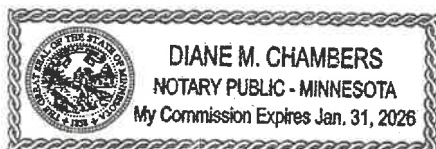
ACKNOWLEDGMENT OF SURETY

State of Minnesota )  
 ) ss.  
County of Hennepin )

ACKNOWLEDGMENT OF SURETY

On this 5th day of August, 2022, before me personally appeared Karla Deutsch Hunt, who acknowledged that he or she is the attorney in fact who is authorized on behalf of Merchants Bonding Company, corporation, on the behalf of the corporation.

Notary Seal



Diane M. Chambers  
Notary Public



**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Aileen Geving; Christine Scott; Christopher James; Dee Ann Briegel; Gregg K Boomgard; James Erickson; Janet L Roth; Jerod Blakestad; John C Klein; Karen J Hawkinson; Karla Deutsch Hunt; Kerri Hatton-Rudnik; Kim Neary; Kristin B Schiferl; Kristin M Bakos; Larry Sumbis; Michael Zahn; Rita Carlson; Stephen M Klein; Susan A Rieschl; Thomas Towner; Tracy Chehoski; Wendy M Schmid

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 28th day of March, 2022.



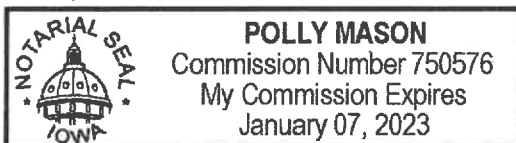
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 28th day of March, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Polly Mason*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 5th day of August, 2022.



*William Warner Jr.*  
Secretary



**DEPARTMENT OF  
HUMAN RIGHTS**

## **WORKFORCE** **CERTIFICATE OF COMPLIANCE**

The Commissioner of the Minnesota Department of Human Rights by the signature below attests that **EBERT CONSTRUCTION, INC.** is hereby certified as a contractor under the Minnesota Human Rights Act, § 363A.

Certificate start date: **3/23/2022**

Certificate expiration date: **3/22/2026**

**Minnesota Department of Human Rights**

**FOR THE DEPARTMENT BY:**

Rebecca Lucero, Commissioner

AN EQUAL OPPORTUNITY EMPLOYER

540 Fairview Ave N, Suite 201 • St. Paul, MN 55104 • Tel 651.539.1100  
MN Relay 711 or 1.800.627.3529 • Toll Free 1.800.657.3704 • [mn.gov/mdhr](http://mn.gov/mdhr)

## **EQUAL PAY** **CERTIFICATE OF COMPLIANCE**

The Commissioner of the Minnesota Department of Human Rights by the signature below attests that **EBERT CONSTRUCTION, INC.** is hereby certified as a contractor under the Minnesota Human Rights Act, § 363A.44.

Certificate start date: **July 26, 2022**

Certificate expiration date: **July 25, 2026**

**Minnesota Department of Human Rights**

**FOR THE DEPARTMENT BY:**

A handwritten signature in black ink, appearing to read 'RL', is written over a horizontal line.

Rebecca Lucero, Commissioner

**AN EQUAL OPPORTUNITY EMPLOYER**

540 Fairview Ave N, Suite 201 • St. Paul, MN 55104 • Tel 651.539.1100  
MN Relay 711 or 1.800.627.3529 • Toll Free 1.800.657.3704 • [mn.gov/mdhr](http://mn.gov/mdhr)

**SECTION 00 41 13 - BID FORM**

# PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726  
**12000 2<sup>nd</sup> St. SE**  
 Becker, MN 55308

BID FROM: Design Electric, Inc.

4807 Heatherwood Road

St. Cloud, MN 56301

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects, Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

### Base Bids

**1. Work Scope** 14 - Electrical

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$	Eight Hundred Eighty Seven Thousand Nine Hundred Seventy Eight Dollars and no/100	\$ 887,978.00
----	---	---------------

2. Work Scope	N/A
---------------	-----

a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

\$ \_\_\_\_\_

3. Work Scope	N/A
---------------	-----

a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

\$		\$
----	--	----

**4. COMBINED WORK SCOPE BID**

a. The Bidder agrees to perform all work in the following Work Scopes:

N/A

for the Combined Base Bid Sum of:

\$ N/A

\$

**UNIT PRICES:**

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ N/A

\$

**ALTERNATES:**

Alternate No. 1: Controls

1. Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.

a. Controls by Alerton

\$ N/A

\$

b. Controls by Automated Logic

\$ N/A

\$

**Addenda:** Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/25/2022 Addenda No. 3 Dated 8/5/2022

Addenda No. 2 Dated 8/1/2022 Addenda No.        Dated

**Responsible Contractor:** By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

**Bid Acceptance:** If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 4807 Heatherwood Road

City: St. Cloud State: MN Zip: 56301

Phone Number: 320-252-1658 Fax Number: 320-252-4276

Name (typed or printed): James Schoon

Signature: 

Title: Vice President

Date: 8/1/2022

END OF SECTION 00 41 13

# OHIO FARMERS INSURANCE COMPANY

Westfield Group® 1 Park Circle, P O Box 5001, Westfield Center, Ohio 44251-5001

Conforms to Document A310™ - 2010

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Design Electric, Inc.  
4807 Heatherwood Rd  
PO Box 1252  
St. Cloud, MN 56302

### SURETY:

(Name, legal status and principal place of business)

OHIO FARMERS INSURANCE COMPANY  
1 Park Circle, PO Box 5001  
Westfield Center, OH 44251-5001

### OWNER:

(Name, legal status and address)

Becker Public Schools ISD #726  
Becker, MN

BOND AMOUNT: Five Percent of Bid Amount----- (5%)-----

### PROJECT:

(Name, location or address, and Project number, if any)

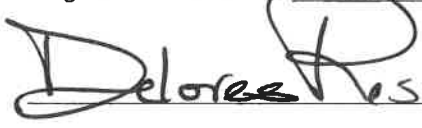
Becker Public Schools Primary/EEC Additions & Remodeling  
Becker, MN

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 9th day of August, 2022

  
(Witness)

Design Electric Inc.

(Principal)

(Seal)

By: 

(Title)

OHIO FARMERS INSURANCE COMPANY

(Surety)

(Seal)

By: 

Kathryn Brophy- Attorney-In-Fact (Title)

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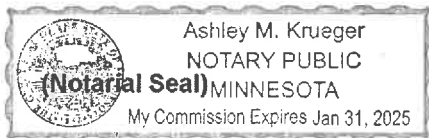
BD5084 OFWWN (10/2010)

CORPORATE ACKNOWLEDGEMENT

STATE OF MN

COUNTY OF Benton

On the 18 day of August, 2022, before me, personally appeared James Schain, to me known, who being by me duly sworn, did depose and say that (s)he resides in MN, that (s)he is the VP President of Design Sectors, Inc. the corporation described in and which executed the foregoing instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that (s)he signed his/her name thereto by like order.



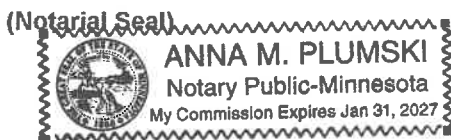
[Signature]  
(Notary Signature)

ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF MINNESOTA

COUNTY OF STEARNS

On the 9th day of August, 2022, before me, appeared Kathryn Brophy, to me personally known, who being by me duly sworn, did say that (s)he is the aforesaid officer or attorney in fact of the Ohio Farmers Insurance Company, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.



[Signature]  
(Notary Signature)



THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 11/30/20, FOR ANY PERSON OR PERSONS NAMED BELOW.

General  
Power  
of Attorney

POWER NO. 2260812 09

Westfield Insurance Co.  
Westfield National Insurance Co.  
Ohio Farmers Insurance Co.  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint ANITA M. FICKER, CHRISTINA GRESSER, MARK A. GRESSER, CAROL WEBER, JERI FREDERICK, BRIAN NOHAVA, KATHRYN BROPHY, JOINTLY OR SEVERALLY

of WAITE PARK and State of MN its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

**LIMITATION:** THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 30th day of NOVEMBER A.D., 2020.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By: Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio  
County of Medina ss.:

On this 30th day of NOVEMBER A.D., 2020, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 9th day of August A.D., 2022.



Frank A. Carrino, Secretary

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726  
**12000 2<sup>nd</sup> St. SE**  
Becker, MN 55308

BID FROM: A.J. Moore Electric, Inc.  
12701 Chowen Ave. S., Ste. 104B  
Burnsville, MN 55337

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects, Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 14 Electrical

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Seven hundred thirty four thousand six hundred dollars

\$ 734,600.00

2. Work Scope \_\_\_\_\_

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_

\$

3. Work Scope \_\_\_\_\_

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_

\$

**4. COMBINED WORK SCOPE BID**

- a. The Bidder agrees to perform all work in the following Work Scopes:

\_\_\_\_\_

for the Combined Base Bid Sum of:

\$ \_\_\_\_\_

\$

**UNIT PRICES:**

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ \_\_\_\_\_

\$

**ALTERNATES:**

Alternate No. 1: Controls

1. Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.

- a. Controls by Alerton

\$ \_\_\_\_\_

\$

- b. Controls by Automated Logic

\$ \_\_\_\_\_

\$

**Addenda:** Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/25/2022 Addenda No. 3 Dated 8/5/2022

Addenda No. 2 Dated 8/1/2022 Addenda No.        Dated

**Responsible Contractor:** By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

**Bid Acceptance:** If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 12701 Chowen Ave. S., Ste. 104B

City: Burnsville State: MN Zip: 55337

Phone Number: (952) 303-4865 Fax Number: (952) 405-9540

Name (typed or printed): Donavan Moore

Signature: 

Title: President

Date: 8/11/2022

**END OF SECTION 00 41 13**



**UNITED FIRE & CASUALTY COMPANY 118 Second Avenue SE, PO Box 73909  
Cedar Rapids, Iowa 52407-3909 319-399-5700**

**Bid Bond**

**CONTRACTOR:** *(Name, legal status and address)*  
A.J. MOORE ELECTRIC, INC.

12701 CHOWEN AVE S STE 104B, BURNSVILLE, MN 55337

**OWNER:** *(Name, legal status and address)*  
Becker Public Schools - ISD 726

12000 2nd St SE, Becker, MN 55308

**BOND AMOUNT:** FIVE AND 00/100 PERCENT OF THE BID AMOUNT

**PROJECT:** *(Name, location or address, and Project number, if any)*

Becker Primary School, 12050 Hancock St SE, Becker, MN 55308

**SURETY:** *(Name, legal status and principal place of business)*

**United Fire & Casualty Company  
118 Second Avenue SE  
P.O. Box 73909  
Cedar Rapids, Iowa 52407**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

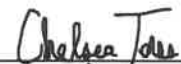
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.


If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond. Signed and sealed this 9th day of August, 2022

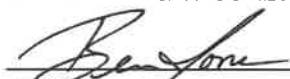
A.J. MOORE ELECTRIC, INC.

  
(Witness)

  
(Witness)

  
(Principal)  
President  
(Title)

**UNITED FIRE & CASUALTY COMPANY**

  
(Surety)  
Attorney in Fact  
(Title)



CONT0525 (072010)

The language in this document conforms exactly to the language used in AIA Document A310 2010 edition.



**UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA**  
**UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX**  
**FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA**  
**CERTIFIED COPY OF POWER OF ATTORNEY**  
(original on file at Home Office of Company – See Certification)

**Bond No.:**  
**Obligee:**

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

JIM HENNINGSSEN, HEATHER LANGE, ROSS B. NESBIT, ROBERT E. HUTTER, CHAD A. NESBIT, PATRICIA M. JOHNSON, DANA S. PRIVETTE, BRYAN STANLEY, TROY FRIELER, MARY LANNING, JAY NESBIT, BEN JONES, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$5,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed. The Authority hereby granted shall expire February 22nd, 2022 unless sooner revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

**"Article VI – Surety Bonds and Undertakings"**

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 5th day of October, 2021

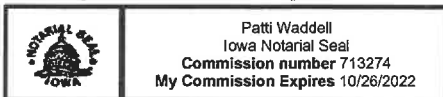


UNITED FIRE & CASUALTY COMPANY  
UNITED FIRE & INDEMNITY COMPANY  
FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*  
Vice President

State of Iowa, County of Linn, ss:

On this 5th day of October, 2021 before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Patti Waddell*

Notary Public  
My commission expires: 10/26/2022

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations. this 5th day of October, 2021.



By: *Mary A. Bertsch*  
Assistant Secretary,  
UF&C, UF&I & FPIC

BPOA0053 1217

Inquiries: Surety Department 118 Second Ave SE Cedar Rapids, IA 52401


STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss

to me known to be the person(s) described in and who executed the foregoing instrument, as Principal(s), and acknowledged to me that he executed the same as his free act and deed.

Notary Public, \_\_\_\_\_  
County, \_\_\_\_\_  
My commission expires \_\_\_\_\_


STATE OF Minnesota )  
COUNTY OF Dakota ) ss.

to me known, who being by me duly sworn, did depose and say: that \_\_\_\_\_ he resides in \_\_\_\_\_ Lakeville, MN  
\_\_\_\_\_ that \_\_\_\_\_ he is the \_\_\_\_\_ President of the \_\_\_\_\_  
A.J. Moore Electric, Inc.

 LINDA KAY BROWN LINDSOE  
Notary Public  
State of Minnesota  
My Commission Expires  
January 31, 2027

Notary Public, Dakota  
County Minnesota  
My commission expires January 31, 2027

STATE OF Minnesota )  
 ) ss.  
COUNTY OF Dakota )

 LINDA KAY BROWN LINDSØE  
Notary Public  
State of Minnesota  
My Commission Expires  
January 31, 2027

*Linda Kay Brown-Lind*  
Notary Public, \_\_\_\_\_ Dakota  
County, \_\_\_\_\_ Minnesota  
My Commission expires January 31, 2027

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726  
12000 2<sup>nd</sup> St. SE  
Becker, MN 55308

BID FROM: Klein Electric, INC  
24729 Lake Rd.  
St. Cloud, MN 56301

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects, Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 14 - Electrical

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Seven Hundred Fifty-Four thousand

\$ 754,000

2. Work Scope \_\_\_\_\_

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_

\$ \_\_\_\_\_

3. Work Scope \_\_\_\_\_

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_

\$ \_\_\_\_\_



4. COMBINED WORK SCOPE BID

a. The Bidder agrees to perform all work in the following Work Scopes:

N/A

for the Combined Base Bid Sum of:

\$ \_\_\_\_\_

\$

UNIT PRICES:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ N/A

\$

ALTERNATES:

Alternate No. 1: Controls

1. Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.

a. Controls by Alerton

\$ N/A

\$

b. Controls by Automated Logic

\$ N/A

\$

**Addenda:** Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/25/2022 Addenda No. 3 Dated 8/5/2022

Addenda No. 2 Dated 8/1/2022 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

**Responsible Contractor:** By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

**Bid Acceptance:** If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 24729 Lake Rd

City: St. Cloud State: MN Zip: 56301

Phone Number: (320) 252-5059 Fax Number: N/A

Name (typed or printed): Dennis Shafer

Signature: 

Title: VP Operations

Date: 8/11/2022

END OF SECTION 00 41 13



# AIA Document A310™ – 1970

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we  
(Here insert full name and address or legal title of Contractor)

**Klein Electric, Inc.**  
**24729 Lake Road**  
**St. Cloud, MN 56301**

as Principal, hereinafter called the Principal, and  
(Here insert full name and address or legal title of Surety)

**Nationwide Mutual Insurance Company**  
**1100 Locust St.**  
**Des Moines, IA 50391**

a corporation duly organized under the laws of the State of **Ohio**  
as Surety, hereinafter called the Surety, are held and firmly bound unto  
(Here insert full name and address or legal title of Owner)

**ISD #726 – Becker Public Schools**  
**12000 Hancock St**  
**Becker, MN 55308**


as Oblige, hereinafter called the Oblige, in the sum of **Five Percent (5%) of the Amount of the Bid**  
Dollars (\$ **5%** ), for the payment  
of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for  
(Here insert full name, address and description of project)

**Becker Primary/ EEC Additions & Remodel, 2022-0912**

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **11th** day of **August, 2022**

  
(Witness)

**Klein Electric, Inc.**

(Principal)

(Seal)

(Title) **Dennis Snafer, VP Operations**

**Nationwide Mutual Insurance Company**

(Surety)

  
(Witness)



(Title)

**Ramona Schaefer**  
**Attorney-in-Fact**

(Seal)

INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF \_\_\_\_\_

SS

COUNTY OF \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared

\_\_\_\_\_ to me

known to be the person(s) described in and who executed the foregoing instrument, as Principal(s), and acknowledged to me that he executed the same as his/her/their free act and deed.

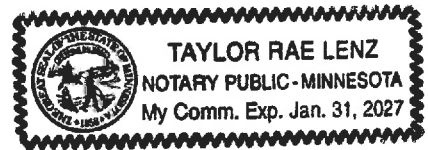
\_\_\_\_\_  
(Notary Seal)

CORPORATE ACKNOWLEDGMENT

STATE OF Minnesota

SS

COUNTY OF Stearns



On the **11th** day of **August, 2022**, before me personally appeared Dennis Shafer to me known, who being by me duly sworn, did say that he/she is the VP of Operations of **Klein Electric, Inc.**, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he/she signed his/her name thereto by like order

\_\_\_\_\_  
(Notary Seal)

ACKNOWLEDGMENT OF CORPORATE SURETY

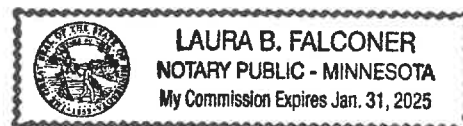
STATE OF MINNESOTA

SS

COUNTY OF Stearns

On the **11th** day of **August, 2022**, before me personally appeared **Ramona Schaefer** to me known, who being duly sworn, did say that he/she is the aforesaid officer or attorney-in-fact of the **Nationwide Mutual Insurance Company** a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
(Notary Seal)



KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

LAURA B FALCONER; NATHAN J LORTZ; RAMONA M SCHAEFER; SHAWN W FLAVIN; SHAWN M WENSEL; SUSAN G CARROLL; TYLER LEO GERADS;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

**THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00)**

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

#### ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur  
Notary Public, State of New York  
No. 02MC6270117  
Qualified in New York County  
Commission Expires October 19, 2024




Notary Public  
My Commission Expires  
October 19, 2024

#### CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 14th day of August, 2022



Assistant Secretary

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726  
1200 Hancock Street  
Becker, MN 55308

BID FROM: Hubbard Electric Inc  
PO Box 529 14231 Liberty Ln  
Becker MN 55308

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects, Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

**Base Bids**

1. Work Scope 14- Electrical

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Six hundred seventy-one thousand dollars \$ 671,000.00

2. Work Scope \_\_\_\_\_

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$

3. Work Scope \_\_\_\_\_

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$

**4. COMBINED WORK SCOPE BID**

a. The Bidder agrees to perform all work in the following Work Scopes:

\_\_\_\_\_

for the Combined Base Bid Sum of:

\$ \_\_\_\_\_

\$

**UNIT PRICES:**

**Unit Price No. 1: Soil Corrections – Cost per Cubic Yard**

\$ \_\_\_\_\_

\$


**Addenda:** Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/25/22 Addenda No. 3 Dated 8/05/22

Addenda No. 2 Dated 8/01/22 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

**Responsible Contractor:** By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in 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: PO Box 529 14231 Liberty Ln  
City: Becker State: MN Zip: 55308  
Phone Number: (763) 263-8334 Fax Number: \_\_\_\_\_  
Name (typed or printed): Ryan Hubbard  
Signature:   
Title: President  
Date: 8/11/22

END OF SECTION 00 41 13



## **SECTION 00 50 00 - LIST OF CONTRACT FORMS**

### **1.01 GENERAL**

- A. The following is a list of forms and standards applicable to this Project.

### **1.02 FORMS**

- A. Bid Form: As bound in this Project Manual, section 00 41 13.
- B. Bid Bond Form: Standard AIA Document A-310 that complies with all state requirements. Submit with Bid with proper Power of Attorney certificate and acknowledgment.
- C. Contract Form: The Contract form will be AIA document A132-2009.
- D. Performance/Payment Bond: Standard AIA Document A312 Performance Bond and Payment Bond, 1984 edition that complies with all state requirements. Submit in two copies, with proper Power of Attorney and acknowledgement upon execution of contract agreement with Owner.

**END OF SECTION 00 50 00**

## ***Bid Bond***

**CONTRACTOR:**

*(Name, legal status and address)*

**Hubbard Electric Inc  
PO Box 529  
Becker, MN 55308**

**SURETY:**

*(Name, legal status and principal place of business)*

**The Ohio Casualty Insurance Company  
175 Berkeley Street  
Boston, MA 02116**

**OWNER:**

*(Name, legal status and address)*

**Independent School District No. 726 - Becker Public Schools  
12000 Hancock Street  
Becker, MN 55308**

**BOND AMOUNT: Five Percent (5%) of Amount Bid**

**PROJECT:**

*(Name, location or address, and Project number, if any)*

**Primary/EEC Addition & Remodeling  
Electrical - New & Remodel  
Becker, MN**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) ([www.nasbp.org](http://www.nasbp.org)) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

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 11th day of August, 2022.

**Hubbard Electric Inc**

(Principal)

(Seal)

Carla Von Bank  
(Witness)

Hubbard, Pres  
(Title)

**The Ohio Casualty Insurance Company**

(Surety)

(Seal)

Cal Anderson  
Cal Anderson (Witness)

Rita Jorgenson  
Rita Jorgenson, Attorney-in-Fact



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) ([www.nasbp.org](http://www.nasbp.org)) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

## ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ }

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally comes \_\_\_\_\_, 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.

\_\_\_\_\_  
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 the act and deed of the said co-partnership.

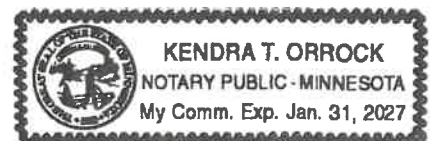
\_\_\_\_\_  
Notary Public

## ACKNOWLEDGMENT OF PRINCIPAL (Corporation/LLC)

State of Minnesota }  
County of Sherburne }

On this 11<sup>th</sup> day of August, in the year 2022, before me personally come(s) Ryan Hubbard, to me known, who being duly sworn, deposes and says that he/she resides in the City of Becker that he/she is the President of the Hubbard Electric Inc, the corporation described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by like order.

  
Notary Public







This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8206080-976369**

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jack Anderson; Rita Jorgenson; Ronald Kaihoi

all of the city of Montevideo state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of March, 2021.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By:

David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 23rd day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of August, 2022.



By:

Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726  
**12000 2<sup>nd</sup> St. SE**  
Becker, MN 55308

BID FROM: Augusta Electric Inc.

23848 67th Avenue

St Cloud MN, 56301

In accordance with the Advertisement for Bids and the proposed construction documents prepared by MLA Architects. Inc., 12 Long Lake Road Suite #17, Saint Paul, MN 55115 and dated 6/17/22 relating to the construction of the Becker Public Schools-Primary/EEC - Additions & Remodeling undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

**Base Bids**

**1. Work Scope #14 - Electrical**

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$SEVEN HUNDRED SIXTY THREE THOUSAND DOLLARS

\$763,000.00

**2. Work Scope N/A**

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ N/A

\$ N/A

**3. Work Scope N/A**

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$N/A

\$ N/A

**4. COMBINED WORK SCOPE BID**

- a. The Bidder agrees to perform all work in the following Work Scopes:

N/A

for the Combined Base Bid Sum of:

\$ N/A

\$ N/A

**UNIT PRICES:**

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ N/A

\$ N/A

**ALTERNATES:**

Alternate No. 1: Controls

1. Provide a cost (add/deduct/no change) for all materials and labor necessary to provide and install controls as identified in the Drawings and Specifications.

- a. Controls by Alerton

\$ N/A

\$ N/A

- b. Controls by Automated Logic

\$ N/A

\$ N/A

**Addenda:** Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/25/2022 Addenda No. 2 Dated 8/1/2022

Addenda No. 3 Dated 8/5/2022 Addenda No.        Dated

**Responsible Contractor:** By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.


**Bid Acceptance:** If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 23848 67th Avenue

City: St Cloud State: MN Zip: 56301

Phone Number: 320-251-2658 Fax Number: 320-253-4568

Name (typed or printed): Bernard Gregory

Signature: 

Title: President

Date: 8/11/2022

**END OF SECTION 00 41 13**



Selective Insurance Company of America  
40 Wantage Avenue  
Branchville, New Jersey 07890  
973-948-3000

**AIA Document A310  
BID BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we  
**Augusta Electric Inc**

**23848 67th Avenue St. Cloud, MN 56301**

(Here insert full name and address or legal title of contractor)

as Principal, hereinafter called the Principal, and Selective Insurance Company of America

a corporation duly organized under the laws of the State of New Jersey  
as Surety, hereinafter called the Surety, are held and firmly bound unto  
**Becker Public Schools**

**12000 Hancock Street Becker, MN 55308**

(Here insert full name and address or legal title of owner)

as Obligee, hereinafter called the Obligee, in the sum of

**5 % Percent of the Total Bid**

(\$ **5 % Percent**)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

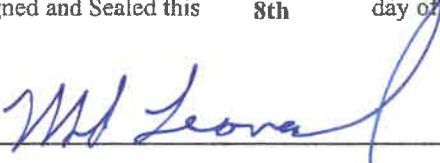
WHEREAS, the Principal has submitted a bid for

**Primary/EEC Additions & Remodeling**


(Here insert full name and address and description of project)


NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and Sealed this **8th** day of **August** **2022**

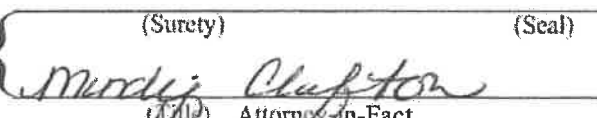
  
(Witness)

**Augusta Electric Inc**

(Principal) (Seal)  
  
(Title)

  
(Witness)

**SELECTIVE INSURANCE COMPANY OF AMERICA**

(Surety) (Seal)  
  
(Attorney-in-Fact)  
**Mindy Jean Clifton**

"Printed in cooperation with the American Institute of Architects (AIA) by the Selective Insurance Company of America. The language in this document conforms exactly to the language used in AIA Document A310, February 1970 edition."

# SELECTIVE

BE UNIQUELY INSURED™

Selective Insurance Company of America  
40 Wantage Avenue  
Branchville, New Jersey 07890  
973-948-3000

Bond No. B 1265939

## POWER OF ATTORNEY

**SELECTIVE INSURANCE COMPANY OF AMERICA**, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **Mindy Jean Clifton**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **\$6,000,000.00**

Signed this 8th day of August, 2022

SELECTIVE INSURANCE COMPANY OF AMERICA

By:

*Brian C. Sarisky*  
Brian C. Sarisky

Its SVP, Strategic Business Units, Commercial Lines



STATE OF NEW JERSEY :

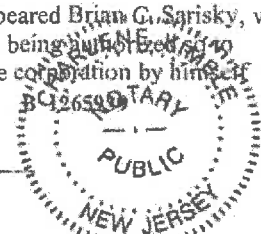
:ss. Branchville

COUNTY OF SUSSEX :

On this 8th day of August, 2022 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

Charlene Kimble  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
ID # N/A  
MY COMMISSION EXPIRES 6/2/26

*Charlene Kimble*  
Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

## CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution is in full force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 8th day of August, 2022.

*Michael H. Lanza*  
Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

B91 (4-14)

CERTIFIED COPY