

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

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 11th, 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:

Work Scope 1 – Earthwork, Utilities, Exterior Impr	rovements	
Wruck Excavating		
BASE BID:	\$989,187.00	
Unit Price No. 1 – Soil Corrections	\$40.00/CY	
TOTAL	\$989,187.00	
Work Scope 2 – Concrete and Masonry W. Gohman Const. Co.		
BASE BID:	\$1,333,000.00	
TOTAL	\$1,333,000.00	
Work Scope 3 – Structural Steel Supply		
DAKA Corporation		
BASE BID:	\$424,810.00	
TOTAL	\$424,810.00	
Work Scope 4 – Structural Steel Installation		
Spartan Steel Erectors, Inc.		
BASE BID:	\$168,100.00	
TOTAL	\$168,100.00	





Work Scope 5 – Roofing and Metal Panel		
McDowall Company	¢577 700 00	
BASE BID:	\$577,700.00	
TOTAL	\$577,700.00	
Work Scope 6 – Steel Stud and Drywall		
Commercial Drywall, Inc.		
BASE BID:	\$595,698.00	
TOTAL	\$595,698.00	
Work Scope 7 – General Construction		
Century Construction Company		
BASE BID:	\$960,000.00	
TOTAL	\$960,000.00	
Work Scope 8 – Aluminum Doors, Windows and Glazing Northern Glass & Glazing	:	
BASE BID:	\$259,000.00	
TOTAL	\$259,000.00	
Work Scope 9 – Wall Coverings		
Gunion Painting		
BASE BID:	\$67,485.00	
TOTAL	\$67,485.00	
Work Scope 10 – Acoustical Ceilings and Acoustical Trea	itment	
MDI, Inc.		
BASE BID:	\$129,900.00	
TOTAL		
IUIAL	\$129,900.00	
	\$129,900.00	
Work Scope 11 – Flooring and Tile	\$129,900.00	
Work Scope 11 – Flooring and Tile Grazzini Brothers & Company	\$ 129,900.00 \$418,570.00	
Work Scope 11 – Flooring and Tile Grazzini Brothers & Company BASE BID:		
Work Scope 11 – Flooring and Tile Grazzini Brothers & Company BASE BID: TOTAL	\$418,570.00	
Work Scope 11 – Flooring and Tile Grazzini Brothers & Company BASE BID: TOTAL Work Scope 12 – Fire Suppression	\$418,570.00 \$ 418,570.00	
Work Scope 11 – Flooring and Tile Grazzini Brothers & Company BASE BID: TOTAL Work Scope 12 – Fire Suppression Summit Fire Protection	\$418,570.00	
Work Scope 11 – Flooring and Tile Grazzini Brothers & Company BASE BID: TOTAL Work Scope 12 – Fire Suppression Summit Fire Protection BASE BID:	\$418,570.00 \$ 418,570.00	
Work Scope 11 – Flooring and Tile Grazzini Brothers & Company BASE BID: TOTAL Work Scope 12 – Fire Suppression Summit Fire Protection BASE BID: TOTAL	\$418,570.00 \$418,570.00 \$124,000.00	
Work Scope 11 – Flooring and Tile Grazzini Brothers & Company BASE BID: TOTAL Work Scope 12 – Fire Suppression Summit Fire Protection BASE BID: TOTAL Work Scope 13 - Mechanical	\$418,570.00 \$418,570.00 \$124,000.00	
Work Scope 11 – Flooring and Tile Grazzini Brothers & Company BASE BID: TOTAL Work Scope 12 – Fire Suppression Summit Fire Protection BASE BID: TOTAL Work Scope 13 - Mechanical Masters Plumbing Heating & Cooling, LLC BASE BID:	\$418,570.00 \$418,570.00 \$124,000.00	
Work Scope 11 – Flooring and Tile Grazzini Brothers & Company BASE BID: TOTAL Work Scope 12 – Fire Suppression Summit Fire Protection BASE BID: TOTAL Work Scope 13 - Mechanical Masters Plumbing Heating & Cooling, LLC	\$418,570.00 \$418,570.00 \$124,000.00 \$124,000.00	



BUILDING STRONG CONNECTIONS



Alternate 1C – Controls by Automated Logic Not Accepted	(\$12,000.00)
TOTAL	\$2,011,500.00
Work Scope 14 – Electrical Hubbard Electric, Inc.	
BASE BID:	\$671,000.00
TOTAL	\$671,000.00
Work Scope 15 – Post & Frame Storage Building Ebert, Inc.	
BASE BID:	\$227,000.00
TOTAL	\$227,000.00

Based on the recommendations above, we recommend that the district enter into a contract with the abovementioned contractors for the total bid amount of \$8,956,950.00.

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



BID TABULATIONS

Thursday, August 11th, 2:00 PM

			WING			Work Scope 1: Earthwork Utilities, Ext. Improvement	
	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	
	WRUCK	US SITEwork	VEIT	Ť			
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				
ALTERNATES:	and the second second						
Alt. No. 1a - Provide a cost to install and provide control by Alerton							
Alt No. 1b - Controls by Automated Logic	1						
UNIT PRICES:							
onin Priloco,					land fillent first		
Soil Corrections Per Cubic yard	40/000	40/cuyp	40/cuxo				

BID TABULATIONS

Thursday, August 11th, 2:00 PM

Work Scope 2: Concrete & Masonry

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	W. Goyman	EBERT	BAD		DIDDER	
BID SECURITY	X	X	×			
DDENDA 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						
JNIT PRICES:			위도도의구료			
Soil Corrections Per Cubic vard						

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
	Benisserveral	DAXA CORP.				BIDDER
BID SECURITY	×	×				
ADDENDA REC'D.	1,2,3	1,2,3				
BASE BID:	457,200	424,810			2	
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						

BID TABULATIONS

Thursday, August 11th, 2:00 PM

Work Scope 4: Steel Erection

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	SPRO-TAN STEEL	A.M.F.	T. DNOU ATTUE			
BID SECURITY	×	×	X			
ADDENDA REC'D.	1,2,3	1,2,3	1,2,3			
BASE BID:	68100	168,400	1,2,3 169,500			
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						

BID TABULATIONS

Thursday, August 11th, 2:00 PM

Work Scope 5: Roofing and Metal Panel

BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
MEDOWALL				DIDDLI	DIDDER
×					
1,2,3					
X					
	x 1,2,3 577,700	MEDOWALL X 1,2,3 577,700	MEDOWALL X 1,2,3 577,700	MEDOWALL X 1,2,3 577,700	MCDOWALL Image: Constant Disolation Bibblek X Image: Constant Image: Constant

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 Delwate					
BID SECURITY	×					
ADDENDA REC'D.	1, 2, 3					
BASE BID:	1,2,3 595,698					
MN Responsible Contractor						
ALTERNATES: Alt. No. 1a - Provide a	وتوريد ومتابلين ويوا			The second s		
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						

BID TABULATIONS

Thursday, August 11th, 2:00 PM

Work Scope 7: General Construction

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	BAADBURH STAMM	EBERT	CENTURY.	W. GOHMAN	YAMRY	
BID SECURITY	×	×	×	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	×	×	
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						

BID TABULATIONS

Thursday, August 11th, 2:00 PM

ork Scope 8: Aluminum Doors, Windows and Glazing

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	PORTHEAN GLACH	HEARTHAND GALASS	EAST STOR	FORPMETRO		
BID SECURITY	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	Х	×	×	X		
ALTERNATES:			A manufacture of the second			
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

Image: How Ham WER Gunton How Ham WER Gunton PRAMIEWA Gunton ADDENDA REC'D. 1/2/3 1/2/3 1/2/3 BASE BID: 128,600 67,485	BIDDER
A X X DDENDA REC'D. $l_r 2_i 3$ $l_i 2_i 3$ $l_i 2_i 3$ $l_i 2_i 3$ AASE BID: $l 28_i 600$ $67_i 485$ $67_i 485$ $67_i 485$ IN Responsible Contractor X X $128_i 600$ $67_i 485$ 600 IN Responsible Contractor X X $128_i 600$ $67_i 485$ 600 $67_i 485$ 600 IN Responsible Contractor X X $128_i 600$ $67_i 485$ 600	
ITP/2 1/A/S MASE BID: 128,600 IN Responsible Contractor X X X LTERNATES: Mt. No. 1a - Provide a cost o install and provide ontrol by Alerton It No. 1b - Controls by utomated Logic	
ASE BID: 128,600 67,485 Image: Contractor of the contractor of	
IN Responsible Contractor X LTERNATES: It. No. 1a - Provide a cost Install and provide	
ALTERNATES: Image: Construction of the second constructi	
o install and provide control by Alerton Image: Control by Alerton Image: Control by Alerton Alt No. 1b - Controls by Automated Logic Image: Control by Alerton Image: Control by Alerton	_
Automated Logic	
INIT PRICES:	
Soil Corrections Per Cubic yard	

BID TABULATIONS

Thursday, August 11th, 2:00 PM

Work Scope 10: Acoustical Ceilings and Acoustical

	BIDDER BIDDER BIDDER BIDDER BIDDER BIDDER BIDDER					
		BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	MN ACODSTICS	50005	Twin Citles Acoustics	MDI INC.	St. ULOUD ALOUSTICS	ARCH OR MN
BID SECURITY	×	×	×	Check	×	×
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
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						

BID TABULATIONS

Thursday, August 11th, 2:00 PM

Work Scope 11: Flooring and Tile

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	DIDDED
	mci	GRATZENIE			DIDDER	BIDDER
D SECURITY	×	X				
ADDENDA REC'D.	1,2,3	1,2,3				
BASE BID:	467,000	418,570				
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						
INIT PRICES:						
Soil Corrections Per Subic yard						

BID TABULATIONS

Thursday, August 11th, 2:00 PM

Work Scope 12: Fire Suppression

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
					BIODER	BIDDER
	SUMMET					
	×					
DDENDA REC'D.	1,2,3					
BASE BID:	124,000					
IN Responsible Contractor	×					
ALTERNATES: Alt. No. 1a - Provide a		State of the second second	It is a second second			
Alt. No. 1a - Provide a cost to install and provide control by Alerton						
Alt No. 1b - Controls by Automated Logic						
UNIT PRICES:				We dist		
Soil Corrections Per Cubic yard				3.		

BID TABULATIONS

Thursday, August 11th, 2:00 PM

Work Scope 13: Mechanical

	BIDDER	BIDDER	BIDDER	BIDDER	DIDDED	DIRECTO
	McDowALL	EL-JAY	SCR	WEIDDER	BIDDER	BIDDER GewstRA' SOTA
BID SECURITY	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
ALTERNATES:					The second s	~
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						

BID TABULATIONS

Thursday, August 11th, 2:00 PM

Work Scope 13: Mechanical

BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
RS MECHANIZKAL	ULIMATE MAKERS				
×	X				
1,2,3	1,2,3				
2,207,000	2,517,000				
×	X				
300	300				
64,848	Deduct - 12,000				
	RS MELHANDILAL 1,2,3 2,207,000 X 300	$\begin{array}{c} R5 \\ MEUHANDALAL \\ MEUHANDALAL \\ MALLERS \\ MALLES \\ MA$	$\begin{array}{c} R5 \\ MEUHANDILAL \\ MEUHANDILAL \\ MALLERS \\ MALLES \\ MALLERS \\ MALLES \\ MA$	RS MECHANDAR US MAKERS MAKERS Image: Mail x x x $1,2,3$ $1,2,3$ Image: Mail $2,207,000$ $2,517,000$ Image: Mail x x x 300 300 300	K_{2}^{3} M_{2}^{3} M_{1}^{2} M_{1}^{2} M_{1}^{2} M_{1}^{2} X X X X X X $1, 2, 3$ $1, 2, 3$ X X X $2, 207, 000$ $2, 517, 000$ X X X 300 300 300 X X X

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	
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	×	×	×	×	×	
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						

BID TABULATIONS

Thursday, August 11th, 2:00 PM

Work Scope 15: Post & Frame Storage Building

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
					BIBBER	BIDDER
	EBERT					
BID SECURITY	×					
ADDENDA REC'D.	1,2,3					
BASE BID:	227,000					
IN Responsible Contractor	×					
ALTERNATES:						
Alt. No. 1a - Provide a cost to install and provide control by Alerton						
Alt No. 1b - Controls by Automated Logic						
UNIT PRICES:	STATE					
CHIT I NICLO.						
Soil Corrections Per Cubic yard						

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726 12000 2nd 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 <u>Becker Public Schools-Primary/EEC - Additions & Remodeling</u> undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

- 1. Work Scope 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:

5 One Million, Sipter Six Thousand Five \$1,044,573.00 Hundred Swenty Three - no cents 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:

\$_

Becker Public Schools-ISD 726 Primary / EEC Additions & Remodel

Addendum #2 8/1/22

\$

\$

1

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 conto

\$ 40.00 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

	\$	\$
b.	Controls by Automated Logic	
	\$	\$

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

Addenda No. <u>1</u>	Dated 7/25/22	Addenda No. 2	Dated 8/1/22
Addenda No. <u>3</u>	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 <u>Minnesota State</u> <u>Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.</u> Subdivision 3. Minimum criteria.

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

Street Address:	14000 Veit Pace				
City: Rogers		State:	MN	_Zip: <u>55374</u>	
Phone Number:	763-428-2242	Fax Number:	763-428	-8348	
Name (typed or	printed): Steven J Hedtk	e			
Signature:	St-f-	front			_
Title: Chief Fin	ancial Officer	_			
Date: 8/11/22					

END OF SECTION 00 41 13

3

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

OWNER:

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

SURFTY:

(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.

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

day of August

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 provide this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to s statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be SNOD as a statutory bond and not as a common law bond.

Signed and sealed this 3rd

2022 Veit & Company Inc Principal (Title) Western Surety Company (Seal) (Suren)

(Title) Rocklyn C Bullis

S-0054/AS 8/10

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF)		
COUNTY OF	22		
On the day personally appeared and said that he/she resides in	of	, 20	, before m
personally appeared	to me known, who,	being by me duly sworn	, did depos
and said that he/she resides in		_that he/she is a member,	manager, c
officer of the limited liability company of			and the
officer of the limited liability company of he/she is duly authorized to execute the foregoin	ng agreement in the name of a	nd for the limited liability	company.
	Notary Public,		
(Notarial Seal)	My commission expires		
CORPORA	FE ACKNOWLEDGEM	IENT	
STATE OF Minnesoto	1		
STATE OF <u>Minnesota</u> COUNTY OF <u>Hemepin</u>	ss		
COUNTY OF Herr Jepin)		
On the <u>9th</u> day of the day of th	of August	, 20 <u>-22</u>	. before me
personally appeared	2 2 Hedthe		
to me known, who being by me duly sworn, did that he is the	depose and say: that he reside	es in maple Grov	C
that he is the	Preside	ent of the <u>Corooro</u>	An
Veit & Company, Inc.			
the corporation described in and which exec	cuted the foregoing instrume	ent; that he knows the s	seal of said
corporation; that the seal affixed to said instrum	ent is such corporate seal; that	it was so affixed by order	of the board
of directors of said corporation; and that he sign	ed his name thereto by like or	der.	
diff.	M. mu Much	il, 1 Black)	
MICHELE J. BLOCK	Notary Public, <u>Inch</u>	ili J Block	
NOTARY PUBLIC - MINNESOTA	County, Wright	U	
(Anial Seal)	My commission expires	1-31-25	
ACKNOWLEDGE	MENT OF CORPORAT	ESURETY	
STATE OF Minnesota)		
COUNTY OF Dakota	SS		
On the day of	f August	, 20 22	before me
appeared Rocklyn C Bullis		,	,
to be personally known, who is being by me dul	y sworn, did say that he is the	aforesaid officer or attorne	ev in fact of
the Western Surety Company		; that the seal affixed to th	
instrument is the corporate seal of said corporati	on, and that said instrument v	was signed and sealed in be	half of said
corporation by the aforesaid officer, by authorit	y of its board of directors, ar	nd the aforesaid officer acl	knowledged
said instrument to be the free act and deed of said	d corporation.	0	Ū
CONTRACTOR CONTRACTOR CONTRACTOR	m	11 11	- 01
The strength	Notary Public, 7 / ac	y to Unne Din	gwall
MARY JO ANNE DINGWALL NOTARY PUBLIC - MINNESOTA	County, Carver (Mary Jo Anne Dingwall	<u></u>
MScalifission Expires Jan. 31, 2025	My commission expires 0	1/31/2025	
Success account and			

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 SEAL NOTARY PUBLIC SEAL SOUTH DAKOTA

M Ben

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

Relson Nelson, Assistant Secretary

Form F4280-7-2012

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

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 2nd 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 <u>Becker Public Schools-Primary/EEC - Additions & Remodeling</u> undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

Work Scope <u>Work Scope 01 - Earthwork</u>, <u>Utilities</u>, <u>Exterior Improveme</u>
 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

Work Scope <u>N/A</u>

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

\$ N/A

\$ N/A

Work Scope <u>N/A</u>

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

\$_N/A

\$ N/A

Becker Public Schools-ISD 726 Primary / EEC Additions & Remodel

Addendum #2 8/1/22

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

5 Forty dolbrs and zero cents

\$ 40,00

\$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

h	Controls by Automated Logic	
	\$ No Change	\$N/A

\$ No Change

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

Addenda No	01	Dated 07/25/2022	_ Addenda No03_ 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 <u>Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.</u> Subdivision 3. Minimum criteria.

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

Street Address: 11040 183rd Circle	: NW, Suite B				
City: Elk River	State: Zip:5371				
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:

9 99

(Name, legal status and address)

U.S. SiteWork, Inc.

11040 183rd Circle NW Suite B Elk River, MN 55330

OWNER: (Name, legal status and address) Becker Public Schools ISD #726 12000 Hancock Street Becker, MN 55308 SURETY: (Name, legal status and principal place of business)

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

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.

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010 Edition

Signed and sealed this 5th day of August , 2022

Juita West Juitess) Rita Carlson Witness)

(Witness)

.S. SiteWork, Inc.	Barthalm
Principal)	(Seal)
CEO	
Title)	

(Jurely) (Title) John C. Klein Attorney-in-Fact

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010 Edition

INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF COUNTY OF

On this	day of	b	before me
personally appeared		, , ,, , ,, , ,, , ,, , , , , , , , , , , , , , , , , , , ,	
to me known to be the person		described in and who executed the	ne forgoing
bond, and acknowledged that	he	executed the same as	free
		Nota	ry Public

CORPORATION ACKNOWLEDGMENT

STATE OF MINNESOTA COUNTY OF **Shuburk**

On this	11th	day of	august	•	2022 , before me	
personally came	Bart	anderson	0		to me known,	
who being by me	duly sworn,	did depose and	say; that he is the	CED		
		of	U.S. Si	teWork	, 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.



SURETY ACKNOWLEDGMENT

STATE OF MINNESOTA COUNTY OF HENNEPIN

On this5thday ofAugust, 2022, before meappearedJOHN C. KLEINto me personally known, who, beingduly sworn, did say that he is the Attorney-in-Fact ofTravelers Casualty and SuretyCompany of AmericaofHartford, CTthat the asel officer dia to the formula to the formul

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.



ital an Aon Notary Public

Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company TRAVELERS 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

LOTARY 13 A TP PUCUS 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:

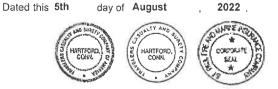
RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to 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.



Car E. Hugen 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		

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

Phone:

SECTION 00 41 13 - BID FORM

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PROPOSAL BID FORM

PO BOX 455 BID FROM: WTUCK Ex Cavating FAC Becker Mn 55308 15920 US HWY 10 BID TO: Becker Public Schools – ISD 726 Becker, MN 55308 12000 2nd St. SE

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 hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete cost and performance of the work and with all requirements of the Contract Documents and related Addenda, the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope <u>CI</u> <u>FA</u>/14, WWW UFILITES <u>@Ktur</u>ico 「 / UL PUL-NEWUA 」 a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

181 \$ 989, s And hundred, sight nine thousand, one hundred

2. Work Scope

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

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3. Work Scope

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

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Primary / EEC Additions & Remodel Becker Public Schools-ISD 726

Addendum #2 8/1/22

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COMBINED WORK SCOPE BID The Bidder agrees to perform all work in the following Work Scopes:

(*) •

~			5 40.00 Per 40	labor necessary to provide and install	~	Ŷ
for the Combined Base Bid Sum of: S	UNIT PRICES:	Unit Price No. 1: Soil Corrections – Cost per Cubic Yard	s را ۵، ۵۵ 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	Ş	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):

8-5.22	
Dated	_ Dated _
m	
Addenda No	Addenda No
7-25.52-6	8-1-22
Dated	Dated
Addenda No.	Addenda No. 2

2

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.

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<u>Bid Acceptance</u>: 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: Decker State: Mh Zip: 55308	Phone Number: 763262-0771 Fax Number:	Name (typed or printed): TDR / W W CC	Signature: 7 /	Title: Ples dent	Date: 2-11-22	
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END OF SECTION 00 41 13

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AIA Document A310[™] – 2010

Bid Bond

OWNER:

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

(Name, legal status and address)

ISD#726-Becker Public Schools

SURETY:

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

GRANITE RE, INC. 14001 Quailbrook Drive

Oklahoma City, OK 73134

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

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

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

PROJECT: Becker 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 (I) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

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

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

Signed and sealed this 11th day of August, 2022

Init

avating, Inc. (Seal)
(Seal)
Staples, Attorney-in-Fact
text appears in RED. An original assures that
Architects. All rights reserved. WARNING: TES AIA" reproduction or distribution of this AIA* Docyment, e. to the maximum extent possible under the law ort copyright violations of AIA Contract Documents, e-mail

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ACKNOWLEDGMENT OF PRINCIPAL (Individual)
State of)
) County of)
On this day of, in the year, before me personally come(s) to me known and known to me to be the person(s) who (is) (are) described in
and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.
Notary Public
ACKNOWLEDGMENT OF PRINCIPAL (Partnership)
State of)
) County of)
On this day of in the year, before me personally come(s) a member of the co-partnership of to me known and known to me to be the person who is described in and
executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.
Notary Public
ACKNOWLEDGMENT OF PRINCIPAL (Corporation)
State of)
County of Shebrune
On this 11 day of August in the year 22 before me personally come(s)
the Owner of the Wruck Excovating Inc.
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.
State of Minnesota)
) County of <u>Dakota</u>)
On this <u>11th</u> day of <u>August</u> , in the year <u>2022</u> , before me personally come(s) <u>Troy Staples</u> , Attorney(s)-in-Fact of <u>GRANITE RE, INC</u> , with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of <u>GRANITE RE, INC</u> , company described in and which executed the within Instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-

Fact of the said company by like order.

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

l Notary Public

GRANITE RE, INC. GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

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

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

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

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

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA)

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

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

11th day of August 2022.

1

) SS:



Lithany & alled

Kenneth D. Whittington, President

MINN

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 Contribute and affixed the corporate seal of the Corporation this

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The se			
A Ver	ALL AND		
		S. Marine	
11111	M. M. N.	NHHHH	
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Kyle P. McDonald, Assistant Secretary

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SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726 **12000 2nd 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 <u>Becker Public Schools-Primary/EEC - Additions & Remodeling</u> undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

- 1. Work Scope ____02 CONCRETE & MASONRY
 - a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

S ONE MILLION FOUR HUNDRED AND FOUR THOUSAND

\$ 1,404,000

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3. Work Scope __

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

1

\$____

Becker Public Schools-ISD 726 Primary / EEC Additions & Remodel

Addendum #2 8/1/22

\$

\$

4. COMBINED WORK SCOPE BID

Q (0)

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

for the Comb	ned Base Bid Sum of:	
\$		\$
UNIT PRICES: Unit Price No.	1: Soil Corrections – Cost per Cubic Yard \$	\$
ALTERNATES		
contro	l: Controls e a cost (add/deduct/no change) for all materials and labor necess ls as identified in the Drawings and Specifications. Controls by Alerton	ary to provide and install
	\$	\$
b.	Controls by Automated Logic	
	\$	\$
<u>Addenda:</u> Rece into the Bid is a	ipt of the following Addenda to the Contract Documents and their cknowledged (provide Addenda numbers below):	costs being incorporated
Addenda No	1 Dated7/25/22 Addenda No3 Dated8/	5/22
Addenda No	2 Dated 8/1/22 Addenda No. Dated	

Becker Public Schools-ISD 726 Primary / EEC Additions & Remodel

Addendum #2 8/1/22

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 <u>Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.</u> Subdivision 3. Minimum criteria.

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

Street Address: 1410 SYLVAN STREE	ET			
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

6

Bid Bond

4

CONTRACTOR:

(Name, legal status and address) B&D ASSOCIATES, LLC 1410 Sylvan Street - Suite 200 St. Paul, MN 55117

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

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.

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 scaled this 11th day of Au	gust, 2022	
(Witness)	B&D ASSOCIATES, L.C. (Principal)	(Seal)
	(Tile) OLD REPUBLIC SURETY COMPANY	1
(HHHTESS)	(Surety)	(Seal)
	(Title)" Taidy A. Sz	alewski, Attorney in Fact

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STATE OF WISCONSIN)) SS: COUNTY OF MILWAUKEE)

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On this 11th day of August, 2022 before me, a Notary Public within and for said County and State, personally appeared <u>Trudy A. Szalewski</u> known to me to be the Attorney-in-Fact of <u>Old Republic Surety Company</u> 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





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 Attomeys-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 attomeys-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

- 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 (i) secretary: or
- when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be (ii) required) by a duly authorized attorney-in-fact or agent; or
- 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 (iii) 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 14th affixed this day of April 2020

_ day of _

SEAL

OLD REPUBLIC SURETY COMPANY

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

14th

April 2020 , personally came before me, Alan Pavlic

Karen J Haffner and , 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 swom, 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.



My Commission Expires: September 28, 2022

CERTIFICATE

On this

(Expiration of notary's commission does not invalidate this instrument) I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attomey, are now in force.



Signed and sealed at the City of Brookfield, WI this

ORSC 22262 (3-06)

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AON Risk Services Central Inc.

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

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BID TO: Becker Public Schools – ISD 726 **12000 2nd 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 <u>Becker Public Schools-Primary/EEC - Additions & Remodeling</u> undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

	1.	Work Scope	#02 - Concrete & Masonry	
		a. The Bid of:	lder agrees to perform all work in the above listed W	ork Scope for the Base Bid Sum
\$_	01	le million	three hundred sixty two masance	\$ 362,000
-	2.	Work Scope		
		a. The Bid of:	der agrees to perform all work in the above listed Wo	ork Scope for the Base Bid Sum
\$_				\$
	3.	Work Scope _		
		a. The Bid of:	der agrees to perform all work in the above listed Wa	ork Scope for the Base Bid Sum
\$				\$

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Becker Public Schools-ISD 726 Primary / EEC Additions & Remodel

Addendum #2 8/1/22

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

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b. Controls by Automated Logic \hat{S}

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

Addenda No. <u>1</u>	_ Dated	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 <u>Minnesota State</u> Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

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

Street Address:	23350 County Rd	10		
City:	Corcoran	State:MN	Zip:55357	
Phone Number:	763-498-7844	Fax Number: <u>763-</u>	498-9951	
Name (typed or printe	d): <u>Markus R</u>	Ebert		
Signature:	W			
Title:	Vice Pres	sident / Secretary	Cas	Ano Good
Date: <u>August 11</u> ,				CANDACE LE GREEN NOTARY PUBLIC MINNESOTA V Commission Expires Jan. 31, 2027
	END	O OF SECTION 00 41 13		

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

Bid Bond

CONTRACTOR: (Name, legal status and address)

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

OWNER: (Name, legal status and address)

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

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

PROJECT:

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

Primary/EEC Addition & Remodeling - Becker, MN

SURETY:

(Name, legal status and principal place of business) Merchants Bonding Company (Mutual) A Corporation 6700 Westown Parkway, West Des Moines, IA 50266

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

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

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

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

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

Signed and sealed this 5th

day of August 2022

(Surety)

(Wilne

(Principal) Vice President & Secretary Markus Ross Ebert (Title)

Ebert, Inc. dba Ebert Construction

(Witness

Merchants Bonding Company (Mutual)

(Seal)

Attorney-In-Fact

(Seal)

CON 0657 (2/15)

(Title) Karla Deutsch Hunt 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)	ACKNOWLEDGMENT OF PRINCIPAL
State of)) ss. County of))	
On thisday of, before me persona known to me to be the individual whose name is subscribed on this bond form, w purposes therein contained.	lly appeared, ho acknowledged that this bond was executed for the
Notary Seal	Notary Public
ACKNOWLEDGMENT OF PART	NERSHIP
State of)) ss. County of))	ACKNOWLEDGMENT OF PRINCIPAL
On this day of, before me personal known to me to be a partner in the partnership whose name is subscribed on this was executed on behalf of the partnership for the purposes therein contained.	ly appeared bond form, who acknowledged to me that the bond
Notary Seal	
	Notary Public
ACKNOWLEDGMENT OF CORPO	ORATION
State of Minnesota	ACKNOWLEDGMENT OF PRINCIPAL
) ss. County of Hennepin)	
On this <u>Uice President</u> of a corporation whose name is subscribed on this bond form, authorized to execute the bond for the purposes therein contained.	us Ross Ebert, who acknowledged that he or she is and that, as a corporate officer, he or she is
Notary Seal	Notary Public Gell
ACKNOWLEDGMENT OF SU	RETY
State of Minnesota)	ACKNOWLEDGMENT OF SURETY
) ss. County of Hennepin)	
On this <u>5th</u> day of <u>August</u> <u>2022</u> before me personally appeared Karla De the attorney in fact who is authorized on behalf of <u>Merchants Bonding Company</u> , of	
Notary Seal DIANE M. CHAMBERS NOTARY PUBLIC - MINNESOTA My Commission Expires Jan. 31, 2026	Notary Public



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

Rita Carlson; Stephen M Klein; Susan A Rieschl; Thomas Towner; Tracy Chehoski; Wendy M Schmid

their true and lawful 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 aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

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

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

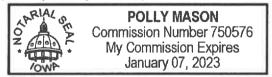


MERCHANTS BONDING COMPANY (MUTUAL) MERCHANTS NATIONAL BONDING, INC.

President

STATE OF IOWA COUNTY OF DALLAS ss.

On this 28th day of March 2022, before me appeared Larry Taylor, to me personally known, who being by me duly 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 Masin 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 .



POA 0018 (1/20)

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

DEPARTMENT OF HUMAN RIGHTS

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

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools - ISD 726 12000 2nd 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

- 02 Concrete & Masonry 1. Work Scope
 - a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:
- \$ one million three hindred thing three \$1,333,000 thasand and here
 - N/A 2. Work Scope a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum

\$		N/A	\$ N/A
3.	Work Scope a. The Bidder agre	N/A ees to perform all work in the abo	ove listed Work Scope for the Base Bid Sum

\$N/A	\$ N/A	

1

Becker Public Schools-ISD 726 Primary / EEC Additions & Remodel

of:

Addendum #2 8/1/22

4. COMBINED WORK SCOPE BID

2

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

	N/A	
for the Combi	ned 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:	· · ·	
contro	L: Controls e a cost (add/deduct/no change) for all materials and lab s as identified in the Drawings and Specifications. Controls by Alerton	oor necessary to provide and install
	\$N/A	\$ N/A
b.	Controls by Automated Logic	
	\$N/A	\$ N/A
	ipt of the following Addenda to the Contract Documents cknowledged (provide Addenda numbers below):	and their costs being incorporated
Addenda No	<u>1</u> Dated <u>7/25/2022</u> Addenda No. <u>3</u> [Dated8/5/2022

Addenda No. ____ Dated ______Addenda No. _____ Dated ______

Becker Public Schools-ISD 726 Primary / EEC Additions & Remodel 2

Addendum #2 8/1/22

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 <u>Minnesota State</u> <u>Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.</u> Subdivision 3. Minimum criteria.

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

treet Address: 815 County Road 75 E., PO Box 250			
City: <u>St. Joseph</u>	State:	Zip:	56374
Phone Number: <u>320-363-7781</u>	Fax Number:	320-363-7207	
Name (typed or printed): Mignael	Gohman		
Signature:M			
Title: President			
Date: 8/11/2022			

END OF SECTION 00 41 13

Becker Public Schools-ISD 726 Primary / EEC Additions & Remodel

Addendum #2 8/1/22

3

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 exceed the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

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

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

Signed and sealed this <u>2nd</u>	day of _	August	2022	
Jenston	>	W.Gohman Constructio	on Co.	(Seəl)
	Nitness)	By: M.M.		(Title)
12Nd	Witness)	OHIO FARMERS INSURANCE (Surety)		(Seal)
		By: Kathy B Kathryn Brophy, Attorney	-In-Fact)	(Title)

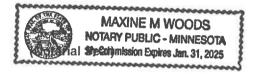
Printed with permission from The American Institute of Architects (AIA) and the Surety & Fidelity Association of America (SFAA) by Westfield Group[®]. Westfield Group vouches that the language in the document conforms exactly to the language used in AIA Document A310[™] 2010.

BD5084 OFWWN (10/2010)

CORPORATE ACKNOWLEDGEMENT

COUNTY OF Stearns

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



Magine MWvords

(Notary Signature)

ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF MINNESOTA

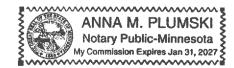
COUNTY OF STEARNS

On the <u>2nd</u> day of <u>August</u>, 20<u>22</u>, before me, appeared <u>Kathryn Brophy</u>, to me personally known, who being by me duly sworn, did say that (s)he is the aforesaid officer or attorney in fact of the <u>Ohio Farmers Insurance Company</u>, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the afoesaid officer acknowledged said instrument to be the free act and deed of said corporation.

(Notarial Seal)

Ma M Plansts

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

SUPPLY SUPPLY STATES AND STREAM 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 is 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 Februar

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



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)

Senior Executive

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

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



MO Secretary

Frank A. Carrino, Secretary

BPOAC2 (combined) (06-02)

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

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

BID FROM: DAKA CORPORATION 9.55 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 <u>Becker Public Schools-Primary/EEC - Additions & Remodeling</u> undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope <u>03 STRU</u>	CTUPAL STE	JEL SUPPLY	
a. The Bidder agrees to pe	rform all work in the abc	ove listed Work Scope for the Base Bid Su	ım
of:		20	
FOUR HUNDRED TWEN	TY FOUR THOU	JSAND	JO
S FIGHT HONDED IEN	AND NOXX	\$424,80.	X
SALES TAX	INCL,		
2. Work Scope	N/A		
a. The bloder agrees to pe	rform all work in the abo	ove listed Work Scope for the Base Bid Su	m
of:			
\$	NLA	\$ N/A	
\$	INIA	\$ N/A	
3. Work Scope	NIA		
·		ove listed Work Scope for the Base Bid Su	m
of:		•	
~	N 1 A	¢ • • • • •	٦
\$	NA	\$ N/A	
Becker Public Schools-ISD 726			
Primary / EEC Additions & Remodel	1	Addendum #2 8/1/22	

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	
sN/A	\$ N/A
ALTERNATES:	
 Alternate No. 1: Controls 1. Provide a cost (add/deduct/no change) for all materials and labor nece controls as identified in the Drawings and Specifications. a. Controls by Alerton 	ssary to provide and install
\$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 <u> 🕂 📘</u>	Dated 7 25 202 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 <u>Minnesota State</u> <u>Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.</u> Subdivision 3. Minimum criteria.

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

Street Address: 955 INDUS	TRIAL ST. NE
City: PINE CITY	State:
Phone Number: 320-629-6737 F	
Name (typed or printed):KEVIN	ANDERSON
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:

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.

1

(Name, location or address, and Project number, if any) Becker Public Schools Primary/EEC Additions & Remodeling, WS 03: Structural Steel Supply

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract to 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.	
Patricia & Kayport (Witness)	Daka Corporation (Principal) (Title) Kevin D. Anderson, President	(Seal)
Melinda God	Western Surety Company (Surfo) (Tin(e) Nathan Weaver, Attorney-in-Fact	(Seal)

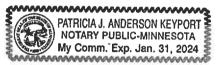


By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (<u>www.nasbp.org</u>) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches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

CORPORATE ACKNOWLEDGMENT

State of_	Minnesota)
	0) ss
County of	FIRE)

On this ______ day of ______ 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 <u>Kevin D. Anderson</u>______ acknowledged said instrument to be the free act and deed of said corporation.



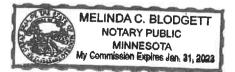
County, Minsola Notary Public 1-31-2024 My commission expires

SURETY ACKNOWLEDGMENT

State of	Minnesota)
) ss
County of Hennepin)

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

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



Notary Public Washington My commission expires 1/31/2023

County, Minnesota

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

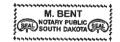
Paul T. Bruflat, Vice President

State of South Dakota County of Minnehaha

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



7 Ben

M. Bent, Notary Public

CERTIFICATE

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



WESTERN SURETY COMPANY

Relam Velson, Assistant Secretary

Form F4280-7-2012

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

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726 **12000 2nd 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 <u>Becker Public Schools-Primary/EEC - Additions & Remodeling</u> undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

- 1. Work Scope 03 Structural Steel Supply
 - a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

s Four hundred fifty seven thousand two hundred and 00/100

\$457,200.00

Work Scope <u>N/A</u>

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

N/A \$

\$ N/A

Work Scope <u>N/A</u>

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

\$ N/A

\$ N/A

Becker Public Schools-ISD 726 Primary / EEC Additions & Remodel

Addendum #2 8/1/22

1

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

b.

- 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

\$ <u>N/A</u>	\$ N/A
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. <u>1</u>	Dated	Addenda No	_ Dated _ <u>8/1/22</u>
Addenda No. <u>3</u>	Dated <u>8/5/22</u>	Addenda No	Dated

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

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

Street Address: <u>475 Progress Road</u>	
City: Waite Park	State: <u>MN</u> Zip: <u>56387</u>
Phone Number: <u>320-251-8563</u>	_ Fax Number: <u>320-251-8423</u>
Name (typed or printed): <u>Craig Miller</u> Signature: <u>Kurg Miller</u>	
Title: Vice President	
Date: <u>8/11/22</u>	

END OF SECTION 00 41 13

CNA SURETY

Bid Bond

CONTRACTOR:

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

475 Progress Road

Waite Park, MN 56387

OWNER.

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

Becker, MN 55308-9561

BOND AMOUNT:

Five Percent of the Bid Amount (5%

of Bid Amount)

PROJECT:

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

WB005254 Bond No.

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. 2022

Signed and sealed this 9th day of August	,	
1 lat al man	Ben's Structural Fabrication, Inc.	
anual anuman	(Principal)	(Seal)
(Witness)	(Title) VICE PRESIDENT	
V/n V Lave())	Western Surety Company	، ۲۰۰ <u>۰ - ۲۰۰</u>
on terre	(Surety)	(Seal)
(Witness)	The second secon	
	(Title) Troy Staples, Attorney-in-fact	1.1.1

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

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

ACKNOWLEDGMEN	T OF PRINCIPAL (Individual)
State of)	
) County 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	
	Notary Public
ACKNOWLEDGMEN	T OF PRINCIPAL (Partnership)
State of)	
County 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
	e/she executed the same as for the act and deed of the said co-partnership.
	Notary Public
ACKNOWLEDGMEN	T OF PRINCIPAL (Corporation)
State of Minnesota	
County of Renter	
On this 9th day of Hugust	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 the tresident of the	Bens Structural Fabrication
	described in and which executed the foregoing instrument; that he/she knows the seal uch corporate seal; that it was so affixed by the order of the Board of Directors of said
corporation, and that the cleasing and bis her name thereto by like o	2
Bridget J. Rajkowski NOTARY PUBLIC State of Minnesota My Commission Expires 1-31-2025	EDGMENT OF SURETY
State of <u>Minnesota</u>)	
County of <u>Dakota</u>)	
	personally come(s) <u>Troy Staples</u> , Attorney(s)-in-Fact of <u>Western Surety Company</u> with
	sworn, says that he/she is (are) the Attorney(s)-in-Fact of <u>Western Surety Company</u> that he/she know(s) the corporate seal of such company; and that seal affixed to the
	by order of the Board of Directors of said company, and that he/she signed said

TONI L. FERRILL NOTARY PUBLIC - MINNESOTA My Commission Expires Jan. 31, 2027

instrument as Attorney(s)-in-Fact of the said company by like order.

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Ioni Fer 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

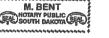
State of South Dakota County of Minnehaha

} 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



Ben

A. Bent, Notary Public

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

CERTIFICATE



WESTERN SURETY COMPANY

Relaon L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to <u>www.cnasurety.com</u> > Owner. / Obligge 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** 2nd St. SE Becker, MN 55308

	ovative trectors Inc.	я
221	30th Ave West	
Alexa	inchien, 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 <u>Becker Public Schools-Primary/EEC - Additions & Remodeling</u> undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 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 Fire Hundred and \$ 169,500.

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

Ś

3. Work Scope _____/A___

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

\$

1

Becker Public Schools-ISD 726 Primary / EEC Additions & Remodel

Addendum #2 8/1/22

S

4. COMBINED WORK SCOPE BID

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.

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

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

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

Addenda No	Dated Addenda No	_Dated <u>8/5/2022</u>
Addenda No. <u>2</u>	Dated	_ Dated

Addendum #2 8/1/22

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 <u>Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.</u> Subdivision 3. Minimum criteria.

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

Street Address: 221 30th Ave. 6	vest,
City: Alexandria	_State: <u>MN</u> _Zip: <u>56308</u>
Phone Number: <u>326 766 8900</u> Fax N	umber: <u>320 760 8905</u>
Name (typed or printed):	Ave/
Signature:	
Title: Pres: dm t	
Date: &/ 11/ 2-2	

END OF SECTION 00 41 13

Becker Public Schools-ISD 726 Primary / EEC Additions & Remodel

8 2.9

Addendum #2 8/1/22



Bid Bond

CONTRACTOR: SURETY: (Name, legal status and address) **INNOVATIVE ERECTORS, INC.** of business) 221 30TH AVENUE WEST P.O. ROX 758 P.O. BOX 5001 ALEXANDRIA, MN 56308 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%)

(Name, legal status and principal place

WESTFIELD INSURANCE COMPANY 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.

pata:

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 of	Jay of August, 2022
1 KA	INNOVATIVE ERECTORS, INC.
(Wilness)	(Principal) (Seal)
Christa Sullivan	(Tille) South Klung, Pasichet WESTFIELD INSURANCE COMPANY
(Witness)	(Surto) (Seal)
	(Tme) Sean McBride, Attorney-in-Fact
CAUTION You should sign an original AIA Contra changes will not be obscured	ct Document on which this text appears in RED An original assures that
	d 2010 by The American Institute of Architects. All rights reserved. WARNING This AIA3 ational Treaties Unauthorized reproduction or distribution of this AIA3 Document, or
Purchasers are permitted to reproduce ten (10) copies of this	condities, and will be prosecuted to the maximum extent possible under the switch
The American Institute of Architects' legal counsel, copyrigh	t@aia.org.

lnit.

ACKNOWLEDGMENT OF SURETY

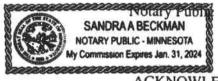
State of Minnesota) County of Hennepin)

On this <u>11th</u> of <u>August</u> 20 <u>22</u>, 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 <u>Attorney-in-Fact</u> of <u>Westfield Insurance Company</u>, the corporation described in and which executed the annexed instrument; that s/he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that s/he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed it assets as ascertained in the manner provided by law.



ACKNOWLEDGMENT OF CORPORATION

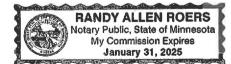
State of Minnesota) County of

On this <u>11th</u> day of <u>August</u>, 20<u>22</u>, 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 <u>Alexedre Mil</u>, that s/he is the <u>frestlet</u> of <u>Innovative Erectors. Inc.</u>, 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



RANDY ALLEN ROERS Notary Public, State of Minnesota My Commission Expires January 31, 2025 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 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 MARY JO DINGWALL, CARL M. GODZIEK, SEAN MCBRIDE, YARALITZA RIVAS, MICHAEL J. JACOBS, JOINTLY OR

and State of MNits true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, of MINNETONKA 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.

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 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 & Surely 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 "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 notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such "Be it Further Resolved, that the signature of any such designated person and the seal of the Company, to execute, by any such "Be it Further Resolved, that the signature of any such designated person and the seal of the Company, to execute, by any such "Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any seal shall be valid and binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary." 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 In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS.

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.



County of Medina

SS.:

SS.:

By: Gary W. Stumper, National Surety Leader and

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.

Seal Affixed

State of Ohio County of Medina



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

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

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



Mon Secretary

Frank A. Carrino, Secretary

BPOAC2 (combined) (06-02)

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

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

Spartan Steel Erectors, Inc. 4300 Main Street BID FROM: 5t. Borifacius, MN 55375

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

Base Bids

1. Work Scope #04 - Structural Steel Installation

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

Some Hundred Sikty Eight Thussand One Hundred Dalars \$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: \$

1

Becker Public Schools-ISD 726 Primary / EEC Additions & Remodel

Addendum #2 8/1/22

4. COMBINED WORK SCOPE BID

.

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

for the Comb	pined Base Bid Sum of:	
\$		\$
UNIT PRICES	ð:	
Unit Price No	. 1: Soil Corrections – Cost per Cubic Yard	
	s_N/A	\$
ALTERNATES	5:	
- •	1. Control	
contro	. 1: Controls de a cost (add/deduct/no change) for all materials and labo ols as identified in the Drawings and Specifications. . Controls by Alerton	or necessary to provide and install
1. Provid contre	de a cost (add/deduct/no change) for all materials and labo ols as identified in the Drawings and Specifications.	or necessary to provide and install
1. Provie contre a.	de a cost (add/deduct/no change) for all materials and labo ols as identified in the Drawings and Specifications. Controls by Alerton	

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

Addenda No	Dated 7 25 22	_Addenda NoZ_Dated
Addenda No. <u>3</u>	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 <u>Minnesota State</u> <u>Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.</u> Subdivision 3. Minimum criteria.

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

Street Address: 4300 Main Street
City: <u>5f. Bonifacius</u> State: <u>MN</u> Zip: <u>55375</u>
Phone Number: <u>612-500-2044</u> Fax Number: <u>612-545-44991</u>
Name (typed or printed):
Signature:
Title: <u>President</u>
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

OWNER:

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

SURETY:

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

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

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

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

PROJECT: (Name, location or address, and Project number, if any) Becker 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 may negotified in the outract 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 acceptable 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

Spartan Steel Erectors Inc. (Principal)

resident (Title)

(Seal)

Merchants National Bonding, Inc.

(Seal)

(Tille) Rocktyn & Bullis, Attorney

S-0054/AS 8/10

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF) ss
COUNTY OF	22
On the day of	, 20 before m
personally appeared	, 20, before m to me known, who, being by me duly sworn, did depos
and said that he/she resides in	that he/she is a member, manager, o
officer of the limited liability company of	and tha agreement in the name of and for the limited liability company.
he/she is duly authorized to execute the foregoing	agreement in the name of and for the limited liability company.
	Notary Public,
	County,
(Notarial Seal)	My commission expires
CORPORATI	E ACKNOWLEDGEMENT
STATE OF SON)
STATE OF MN	ss
COUNTY OF HENNEPEN)
	AUGUST, 20 22, before me
personally appeared Jow Joch	res
to me known, who being by me duly sworn, did de	epose and say: that he painters in HELINEPEN (PUNTY
that he is the	epose and say: that he resident of the
Spartan Steel Erectors, Inc.	
	ted the foregoing instrument; that he knows the seal of said
	t 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.
Megan Kristine Jochims	
Notary Public	Notary Public, Miller County, HENNEPEN
	County, HENNEPLN
With the Solar Standard Stand Standard Standard Stand	My commission expires 3077
ACKNOWLEDGEM	ENT OF CORPORATE SURETY
STATE OF Minnesota	
COUNTY OF Dakota	SS
COUNT I OF Dakota	
On the day of	, 20 <u>22</u> , 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
	n, and that said instrument was signed and sealed in behalf of said
	of its board of directors, and the aforesaid officer acknowledged
said instrument to be the free act and deed of said	corporation.
CORRECT CORRECT CORRECT	



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54

Notary Public,	Janob	Anne Ulin avall	
County, Carver	1 8 8	Mary Jo Anne Dingwall	
My commission exp	oires 01/31/202	25	

Му

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 bchalf 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

aul T. Bruflat, Vice President

State of South Dakota County of Minnehaha

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 SEAL NOTARY PUBLIC

n Bent

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

J. Relson

Form F4280-7-2012

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

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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 2nd St. SE** Becker, MIN 55308

BID FROM: _	A.M.E. Construction Corp
2	PO Box 388
	Wavzata, 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 <u>Becker Public Schools-Primary/EEC - Additions & Remodeling</u> undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

- 1. Work Scope 04 Structural Steel & 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 sisty eight thousand four hundred \$ 168,400.00

1

- 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:

Ş.

Becker Public Schools-ISD 726 Primary / EEC Additions & Remodel

Addendum #2 8/1/22

\$

\$

4. COMBINED WORK SCOPE BID

1

,

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

for the Combi	ned Base Bid Sum of:	
\$		\$
UNIT PRICES:		
Unit Price No.	1: Soil Corrections – Cost per Cubic Yard	
	\$	\$
contro		d labor necessary to provide and install
	\$	\$
b.	Controls by Automated Logic	
	\$	\$
	eipt of the following Addenda to the Contract Docum acknowledged (provide Addenda numbers below):	ents and their costs being incorporated

Addenda No. <u>1</u>	Dated <u>7/25/22</u>	_ Addenda No 2	Dated <u>8/1/22</u>
Addenda No. <u>3</u>	Dated 8/5/22	_Addenda No	Dated
<i>.</i>			

Becker Public Schools-ISD 726 Primary / EEC Additions & Remodel

Addendum #2 8/1/22

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 <u>Minnesota State</u> <u>Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.</u> Subdivision 3. Minimum criteria.

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

Street Address: 2685 F	lainey Road
City: <u>Wayzata</u>	State: <u>MN</u> Zip: <u>55391</u>
Phone Number: <u>952</u> 4	<u>49 8866</u> Fax Number: <u>952 449 4811</u>
Name (typed or printed):	R Scott Vickerman
Signature:	
Title: <u>President</u>	
Date: 8/11/2022	
	END OF SECTION 00 41 13
7 - 1 19 - 19 19 - 10 19 - 10 10 10 10 10 10 10 10 10 10 10 10 10 1	
2	
11 12 12 12 12 12 12 12 12 12 12 12 12 1	

Becker Public Schools-ISD 726 Primary / EEC Additions & Remodel

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MAIA[°] Document A310[™] – 2010

Bid Bond

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

P.O. Box 388 6700 Westor Wayzata, MN 55391 6700 Westor West Des M OWNER: (Name, legal status and address) Becker Public Schools ISD 726 12000 Hancock Street Becker, MN 55308 BOND AMOUNT: ***FIVE PERCENT OF AMOUNT BID***

of business) Merchants

SURFTY:

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

(Name, legal status and principal place

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, local

Init.

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(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.

day of August 2022 A.M.E. Construction Corporation Signed and sealed this 11th (Princip (Seal) ORESIDE (Title) **Merchants Bon** ding Company (Mutual) (Surety) (Seal) (Title) Thomas O. Chambers, Attorney-in-Fact AIA Document A31074 - 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: 7015 A And Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, ents, e-h The American Institute of Architects' legal counsel, copyright@aia.org. -6



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 o bligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

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

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 swom did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



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

Folly maso

Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby cartify 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



POA 0018 (1/20)

STATE OF WISCONSIN)

COUNTY OF Racine

)

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

nuisheld **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 2nd 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 <u>Becker Public Schools-Primary/EEC - Additions & Remodeling</u> undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

- 1. Work Scope 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:

S FIVE HUNDRED SEVENTY SEVEN THOUSAND SEVEN HUNDRED DOLLARS

\$ 577,700.00

N/A

N/A

- 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 Ś

- 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

Becker Public Schools-ISD 726 Primary / EEC Additions & Remodel

Addendum #2 8/1/22

\$

\$

1

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	
Ś	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. Co	ontrols by Automated Logic	
Ś	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 <u>Minnesota State</u> <u>Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.</u> Subdivision 3. Minimum criteria.

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

Street Address:1431 Prosper Drive				
City: _ Waite Park	State: _	MN	Zip:	56387
Phone Number:	Fax Number:	320-2	251-9317	
Name (typed or printed):				
Signature:				
Title: Vice President				
Date:August 11, 2022				

END OF SECTION 00 41 13

Becker Public Schools-ISD 726 Primary / EEC Additions & Remodel

Addendum #2 8/1/22

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 N	Mumm
	(type or print name)
McDowall Company	certify that I am an owner or officer of the
company	
(title) Vice President	·
and do verify under oath that my o	company is in compliance with each of the minimum criteria listed in
the law.	

(name of the person, partnership, or corporation submitting this pr	oposal)
1431 Prosper Drive Waite Park MN 56387	
(business address)	
Signed:	Date: August 11, 2022
(bidder or authorized representative)	

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;
 - 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.

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

ATTACHMENT A-1

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

PROJECT TITLE: Becker Public Schools Primary/EEC Additions & Remodeliu

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.

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

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		



Bid Bond

CONTRACTOR:

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

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

SURETY:

(Name, legal status and principal place of business) Western Surety Company 151 N. Franklin St. Chicago, IL 60606

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

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

PROJECT:

Init.

1

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

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

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

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

11th day of August, 2022 Signed and sealed this McDowall Company (Principal) (Seal) (Witnes (Title), Vice President Western Surety Company (Surety) (Seal) (Witness) ^(Title)Dena Grunhovd 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. AIA Document A310TM - 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA

Ala Document A310¹⁰⁰ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: this AIA^o Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA^o 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, <u>copyright@aia.org</u>.

CORPORATE ACKNOWLEDGMENT

STATE OF MN COUNTY OF Benton

On the <u>lith</u>	day or	August	2022	beto	re me personally
appeared, Jay Mumm	1		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	M	cDowall Com	npany		the corporation
described in and which	executed th	le foregoir	ng instrument; tha	t s/he knows	s the seal of said
corporation; that the sea	al affixed to	o said inst	rument is such con	porate seal;	that it was so
affixed by order of the l	board of dir	ectors of	said corporation;	and that s/he	signed her/his
(SE) NANCY D		sum	Notary Public	H	
ACK	<u>IOWLEDC</u>	<u>GMENT (</u>	OF CORPORATE	SURETY	
TATE OF MINNERO	T 4				

STATE OF MINNESOTA COUNTY OF Stearns

On the<u>11th</u> day of <u>August</u>, <u>2022</u> before me personally appeared, <u>Dena Grunhovd</u> to me known, who being duly sworn, did say: that s/he resides in Minnesota that s/he is the aforesaid officer or attorney in fact of <u>Western Surety Company</u>

a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument as signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

(SEAL)

BRENDA S. KLIMSTRA NOTARY PUBLIC - MINNESOTA My Commission Expires Jan. 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

Litton E S Field Jr, Nicole M Coty, Jonathan N Vagle, Mark Alan Thune, Mutya Alvaran Enoksen, Gayle L Thorson, Jeffrey R Skaar, Individually, of Mendota Heights, MN

Kevin Paulson, Tom Corneil, Chad Christianson, De Ette J Wurm, Debra M Bledsoe, Brenda S Klimstra, Erin Pohlman, Deb Geislinger, Jacqueline Riley, Dana Kerfeld, Brittany Bauer, Laurie Litke, Amanda Plantenberg, Dena Grunhovd, Leslie Seehusen, Naomi Lermon, Individually, of Saint Cloud, MN

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

- In Unlimited Amounts -

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

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

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



WESTERN SURETY COMPANY

State of South Dakota County of Minnehaha

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

My commission expires

March 2, 2026



M Ben

A. Bent, Notary Public

ul T. Bruflat. Vice President

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

CERTIFICATE



WESTERN SURETY COMPANY

J. Melson, Assistant Secretary

Form F4280-7-2012

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

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

8 40 **-** 12 **-** 16

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 2nd 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 <u>Becker Public Schools-Primary/EEC - Additions & Remodeling</u> undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

\$

- 1. Work Scope 06 Steel Stud and Drywall
 - a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

s Five hundred hinety five thousand six hundred and hinety 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:
- \$
- Work Scope _______
 a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \$

1

Becker Public Schools-ISD 726 Primary / EEC Additions & Remodel

Addendum #2 8/1/22

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 ne controls as identified in the Drawings and Specifications. a. Controls by Alerton 	cessary to provide and install
_{\$} No Change	\$
b. Controls by Automated Logic	
ş No Change	\$
<u>Addenda</u> : Receipt of the following Addenda to the Contract Documents and t into the Bid is acknowledged (provide Addenda numbers below):	heir costs being incorporated

Addenda No. <u>1</u>	Dated 7/25/2022	Addenda No. 2	Dated 8/1/2022
Addenda No. <u>3</u>	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 <u>Minnesota State</u> <u>Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.</u> Subdivision 3. Minimum criteria.

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

Street Address: 1550 91st ave NE Suite	304
_{City:} Blaine	State: MN Zip: 55449
Phone Number: F	ax Number:
Name (typed or printed): Christian Goldma Signature:	an
Title: Estimator	
Date: 8/11/2022	

END OF SECTION 00 41 13

e n. *



Bid Bond

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Init. 1

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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***

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.

PROJECT:

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

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

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

(Witness)	day of August 2022 Commercial Drywall inc.
Median and	(Trile) (Seal)
(Witness)	Old Republic Surety Company (Surety)
AlA Document A310 ⁷⁶ - 2010. Copyright © 1963 - 40	(Tille) Thomas O. Chambers. Attorney-in-Fact
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	OLD RE



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 attomeys-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 Secreta

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

	On this	8thday of	JULY
and		Kevin Abitz	



2019 , personally came before me,

OLD REPUBLIC SURETY COMPANY

President

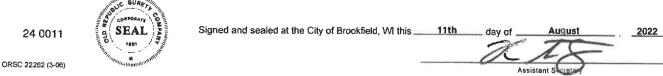
Alan Pavlic

, 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.



My Commission Expires: September 28, 2022 (Expiration of notary's commission does not invalidate this instrument)

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



CERTIFICATE

STATE OF WISCONSIN)

COUNTY OF Racine

)

ON THIS ______ 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.

Low Shildon 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 2nd St. SE

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 <u>Becker Public Schools-Primary/EEC - Additions & Remodeling</u> undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

reneral Construction Work Scope 1.

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 to \$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:

\$

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\$

Becker Public Schools-ISD 726 Primary / EEC Additions & Remodel

of:

Addendum #2 8/1/22

\$

4. COMBINED WORK SCOPE BID

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

for the Combined Base Bid Sum of:	
\$	\$
UNIT PRICES:	
Unit Price No. 1: Soil Corrections – Cost per Cubic Yard	
\$	\$
ALTERNATES:	
Alternate No. 1: Controls 1. Provide a cost (add/deduct/no change) for all materials and labor necessa controls as identified in the Drawings and Specifications.	ary to provide and install
a. Controls by Alerton	
a. Controls by Alerton	\$
	\$
\$	\$

Addendum #2 8/1/22

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

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

Street Address: 33117 County Road 2
city: Saint Joseph State: MNZip: 51234
Phone Number: <u>320</u> 333 - 9530 Fax Number:
Name (typed or printed): <u>Cterard</u> Yanny
Signature: Dean for the second s
Title: <u>Hesidunt</u>
Date: 8 11 22

END OF SECTION 00 41 13

Becker Public Schools-ISD 726 Primary / EEC Additions & Remodel

Addendum #2 8/1/22

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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) 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 Obligee, hereinafter called the Obligee, in the sum of Five Percent (5%) of the Amount of the Bid

Dollars (\$ 5%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

Becker Primary/ EEC Additions 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	11th	day of August, 2022
Auto	\leq	Yamry Construction, Inc. (Principal) (Seal)
(Witness)		(Title)
Teresa blanz	er	Nationwide Mutual Insurance Company
(Witness)		Namora Schaeper
		(Title) Ramona Schaefer (Seal) Attorney-in-Fact

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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 COUNTY OF Stearns SS

On the **11th** day of **August**, **2022**, before me personally appeared <u>Gerand</u> <u>Jum rY</u> to me known, who being by me duly sworn, did say that he/she is the <u>frestedent</u> 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

nend Hedor

BRENDA J. FEDOR NOTARY PUBLIC-MINNESOTA My Comm: Exp. Jan. 31, 2024 💈

(Notary Seal)

ACKNOWLEDGMENT OF CORPORATE SURETY

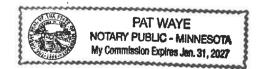
STATE OF MINNESOTA

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.

t Ways (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 countersion 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 mmission Expires October 19, 2024

Scycharice Milino Malthe

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.

WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 114 day of

Kaura B. Guy

Assistant Secretary

BDJ 1(08-21)00

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

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726 **12000 2**nd 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 <u>Becker Public Schools-Primary/EEC - Additions & Remodeling</u> undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

- 1. Work Scope 07 General Construction
 - a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$_	ope million	one hundred	twenty-four thousand	\$1,124,000
	2. Work Scope	N/A	ork in the above listed Work S	
\$_		N/A		\$ 14
	3. Work Scope a. The Bidder of:	N/A agrees to perform all wo	ork in the above listed Work S	cope for the Base Bid Sum
\$_		N/A		\$ N/A

Becker Public Schools-ISD 726 Primary / EEC Additions & Remodel

Addendum #2 8/1/22

1

4. COMBINED WORK SCOPE BID

4

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
\$ <u>N/A</u>	\$ N/A
ALTERNATES:	
Alternate No. 1: Controls 1. Provide a cost (add/deduct/n controls as identified in the D a. Controls by Alerton	o change) for all materials and labor necessary to provide and install rawings and Specifications.
s NA	\$ N/A
b. Controls by Automate	d Logic
\$ <u>N/A</u>	\$N/A
<u>Addenda</u> : Receipt of the following Ad into the Bid is acknowledged (provide	denda to the Contract Documents and their costs being incorporated Addenda numbers below):

Addenda No. <u>1</u>	Dated	7/25/2022	Addenda No. <u>3</u>	Dated <u>8/5/2022</u>
Addenda No. <u>2</u>	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 <u>Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.</u>

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

Street Address: 815 County Road 7	5 E., PO Box 250)	
City: <u>St. Joseph</u>	State: _	MN Zip:	56374
Phone Number: <u>320-363-7781</u>	Fax Number: _	320-363-7207	
Name (typed or printed): Michael Gol	ıman		
Signature:M/2ll_			
Title: President			
Date:8/11/2022			

END OF SECTION 00 41 13

e.

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

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 structor 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 <u>2nd</u>	day of	August		•
finghow	ess)	W.Gohman Co (Principal) By:	onstruction Co.	(Seal)
$P \rightarrow P \rightarrow P$		- J.		(Title)
(With	ness)	OHIO FARMERS INS (Surety) By: Vath	BURANCE COMPANY	(Seal)
		Kathryn Brophy,		(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.

CORPORATE ACKNOWLEDGEMENT

STATE OF MINNESOTA

COUNTY OF Stearns

On the <u>here</u> day of <u>August</u>, 20 22, before me, personally appeared <u>Michael (orbinan</u>, to me known, who being by me duly sworn, did depose and say that (s)he resides in <u>St.Cloud</u>, that (s)he is the <u>President of</u> <u>N Cohman Construction C</u> the corporation described in and which executed the foregoing instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that (s)he signed his/her name thereto by like order.



Markne M Woods.

(Notary Signature)

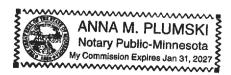
ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF MINNESOTA

COUNTY OF STEARNS

On the <u>2nd</u> day of <u>August</u>, 20<u>22</u>, before me, appeared <u>Kathryn Brophy</u>, to me personally known, who being by me duly sworn, did say that (s)he is the aforesaid officer or attorney in fact of the <u>Ohio Farmers Insurance Company</u>, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the afoesaid officer acknowledged said instrument to be the free act and deed of said corporation.

(Notarial Seal)



anna M Plunski

(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 meeti

seal shall be valid and binding upon the company with roopost to any method 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.



County of Medina

55.

\$\$.:

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



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

Senior Executive

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

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



Carring Secretary

Frank A. Carrino, Secretary

BPOAC2 (combined) (06-02)

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726 12000 2nd St. SE Backer MAN 55200

Becker, MN 55308 BID FROM: 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 <u>Becker Public Schools-Primary/EEC - Additions & Remodeling</u> undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

\$

General 1. Work Scope

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

Vine hundred

dollars

\$ 960,000.00

\$ \$

1

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 Primary / EEC Additions & Remodel

Addendum #2 8/1/22

\$

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

b.

\$

- 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

\$	NIA	
	1	
Controls	by Automated Logic	



\$

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

Addenda No	Dated 12522 Addenda No. 3	_Dated <u>8/5/22</u>
Addenda No	Dated <u>4222</u> Addenda No	_ Dated

Becker Public Schools-ISD 726 Primary / EEC Additions & Remodel

Addendum #2 8/1/22

2

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

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

Street Address: 6588 1419t Ave. NW
City: Ramsey State: MN Zip: 55303
Phone Number: <u>651-451-1020</u> Fax Number: <u>651-451-2745</u>
Name (typed or printed): Mark Jaster
Signature: Mar
Title: Vize have ler
Date:

END OF SECTION 00 41 13

Becker Public Schools-ISD 726 Primary / EEC Additions & Remodel

Addendum #2 8/1/22

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

OWNER:

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

SURETY:

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

(Seal)

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.

2022

(Principal)

(Title)

Signed and sealed this 19th

day of July

RAD MOUL

(Witness)

West Bend Mutual Insurance Company (Surety) (Seal)

Senoma Inc dba Century Construction Company

(Title) Rock Vn C Bullis Attorney-in-Fact

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

COUNTY OF	STATE OF)
On the			22
and said that he/she resides in			
and said that he/she resides in	On the	day of	f, 20, before m
and said that he/she resides in	personally appeared		to me known, who, being by me duly sworn, did depos
and the he/she is duly authorized to execute the foregoing agreement in the name of and for the limited liability company. Notary Public,	and said that he/she resides i	n	that he/she is a member, manager, o
Notary Public,	officer of the limited liability	company of	and the
County,	he/she is duly authorized to e	execute the foregoing	agreement in the name of and for the limited liability company.
County,			
County,			Notary Public,
(Notarial Seal) My commission expires			County,
CORPORATE ACKNOWLEDGEMENT STATE OF	(Notarial Seal)		My commission expires
STATE OF MN COUNTY OF August On the UB personally appeared day of to me known, who being by me duly sworn, did depose and say: that he resides in Mark second, Inc.dba Century Construction Company President of the 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 scal; 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. Colby A Peterson Notary Public, Notary Public, My commission expires My commission expires ////////////////////////////////////			
STATE OF MN COUNTY OF August On the UB personally appeared day of to me known, who being by me duly sworn, did depose and say: that he resides in Mark second, Inc.dba Century Construction Company President of the 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 scal; 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. Colby A Peterson Notary Public, Notary Public, My commission expires My commission expires ////////////////////////////////////		CORPORATI	EACKNOWLEDGEMENT
to me known, who being by me duly sworn, did depose and say: that he resides in			
to me known, who being by me duly sworn, did depose and say: that he resides in	STATE OF MU		
to me known, who being by me duly sworn, did depose and say: that he resides in		dial. 1	ss
to me known, who being by me duly sworn, did depose and say: that he resides in	COUNTY OF	whs	
to me known, who being by me duly sworn, did depose and say: that he resides in	uth	÷:	Anniet 17
to me known, who being by me duly sworn, did depose and say: that he resides in	On the	day of	20, CL, before m
that he is the VCe 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 scal 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. Image: Colby A Peterson Notary Public, Minnesota Notary Public, County, Stephys My commission expires 131/23 ACKNOWLEDGEMENT OF CORPORATE SURETY STATE OF Minnesota) State OF Dekota) Scountry OF Dekota) On the 19th appeared Rocklyn C Bullis day of July , 2022 before me appeared Rocklyn C Bullis in be error 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 instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation. instrument to be the free act and deed of said corporation. YMALITZAMMS	homen homen		Il Suster
the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the scal 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. Colby A Peterson Notary Public Minnesota Notary Public, County, Keavys My commission expires Notary Public, County, Keavys K	to me known, who being by r	ne duly sworn, did de	epose and say: that he resides in
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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 Notary Public, Notary Public Notary Public, Minnesota County, My commission expires //3/73 ACKNOWLEDGEMENT OF CORPORATE SURETY STATE OF Minnesota) SS SS COUNTY OF Dakota) On the 19th day of July , 20 22 before me appeared Rocklyn C Bullis to the foregoing 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, Yaraiitza Rivas			
of directors of said corporation; and that he signed his name thereto by like order. Colby A Peterson Notary Public, Minnesota County, My commission expires ACKNOWLEDGEMENT OF CORPORATE SURETY STATE OF Minnesota SS COUNTY OF Dakota On the 19th day of July , 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 sel 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, Notary Pu	the corporation described in	1 and which execut	ted the foregoing instrument; that he knows the seal of said
Colby A Peterson Notary Public Minnesota Notary Public, County, My commission expires Colly A Meterson County, My commission expires ACKNOWLEDGEMENT OF CORPORATE SURETY STATE OF Minnesota) SS COUNTY OF Dakota) SS On the 19th day of 19th day of July 2022 before me appeared Rocklyn C Bullis say that he is the aforesaid officer or attorney in fact of the West Bend Mutual Insurance Company nstrument 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.	corporation; that the seal affin	ted to said instrumen	it is such corporate seal; that it was so affixed by order of the board
Wolary Politic Minnesota County,My commission expires /3/23 ACKNOWLEDGEMENT OF CORPORATE SURETY STATE OF Minnesota	of directors of said corporatio	n; and that he signed	his name thereto by like order.
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STATE OF Minnesota	Notitial Convision Expires	January 31, 2023	
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STATE OF Minnesota	ACK	NOWLEDGEM	ENT OF CORPORATE SUBETV
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SS On the19th	STATE OF Minnesota		
On the			SS
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, YARALITZARMAS	COUNTY OF Dakota		
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, YARALITZARMAS			
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the West Bend Mutual Insurance Company 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, YARALITZARMAS Yaralitza Rivas	appeared Rocklyn C Bullis		
the West Bend Mutual Insurance Company 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, YARALITZARMAS Yaralitza Rivas	to be personally known, who	is being by me duly s	sworn, did say that he is the aforesaid officer or attorney in fact of
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, YARALITZA Rivas Yaralitza Rivas	the West Bend Mutual Insurance Co	ompany	, a corporation; that the seal affixed to the foregoing
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, YARALITZA RIVAS Yaralitza Rivas	instrument is the corporate sea	al of said corporation	n, and that said instrument was signed and sealed in behalf of said
said instrumient to be the free act and deed of said corporation. Notary Public, YARALITZA RIVAS YARALITZA RIVAS Yaralitza Rivas	corporation by the aforesaid of	officer, by authority	of its board of directors, and the aforesaid officer acknowledged
YARALITZA RIMAS County, Hennepin Yaralitza Rivas	said instrument to be the free a	act and deed of said o	corporation.
YARALITZA RIMAS County, Hennepin Yaralitza Rivas			
YARALITZA RIMAS County, Hennepin Yaralitza Rivas		10000022224ds	Notary Public,
	VARALIT	ZA RIMAS	
My Commission Broken Jan. 31, 2024	NOTARY PUBL	C-MORESOTA	
	My Commission Ex	pine Jan. 31, 2004	111 commission expires <u>01/31/2024</u>



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, Yaralitza 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 21st day of December, 1999.

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

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

Christopher C. Zuggart Attest Christopher C. Zwygart Secretary



Kevin A. Steiner

Chief Executive Officer/President

State of Wisconsin County of Washington

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



Haw

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 o	fJuly, 2022
	STUAL INSUMAL OL
	2 CORPORATE 8 Hould A Dunn
	Heather Dunn
	Vice President – Chief Financial Officer
Či a teorie	

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

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726 **12000** 2nd 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 <u>Becker Public Schools-Primary/EEC - Additions & Remodeling</u> undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1.	Work Scope _	#07 - General Construction	
	a. The Bide of:	der agrees to perform all work in the above listed W	/ork Scope for the Base Bid Sum
\$ <u>()</u>	re million	Sementy three thousand	\$1,073,000
2.		der agrees to perform all work in the above listed W	/ork Scope for the Base Bid Sum
\$	of:		\$
3.	Work Scope		
	a. The Bido of:	ler agrees to perform all work in the above listed W	Tork Scope for the Base Bid Sum
\$			\$

1

Becker Public Schools-ISD 726 Primary / EEC Additions & Remodel

Addendum #2 8/1/22

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

Ś

\$

b. Controls by Automated Logic

Ś

\$ NK

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

Addenda No. <u>1</u>	Dated	7/25/22	_Addenda No. <u>3</u>	Dated	8/5/22
Addenda No. 2	Dated	8/1/22	_ Addenda No	Dated	

2

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

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

County Rd 10			
anState:	MN	_Zip:5	5357
98-7844 Fax Number:	763-4	98-9951	
Markus R Ebert			
Vice President / Secre	etary		A
		AL THE SI	CANDACE LE GREEN
END OF SECTION (0 41 13	22	NOTARY PUBLIC MINNESOTA My Commission Expires Jan. 31, 2027
	anState: 98-7844Fax Number: Markus R Ebert Vice President / Secre	an State: <u>MN</u> 98-7844 Fax Number: <u>763-4</u> Markus R Ebert	an State: <u>MN</u> Zip: <u>58</u> 98-7844 Fax Number: <u>763-498-9951</u> Markus R Ebert Vice President / Secretary

3



Merchants Bonding Company (Mutual) P.O. Box 14498, Des Moines, Iowa 50306-3498

PHONE: (800) 678-8171 FAX: (515) 243-3854

Bid Bond

CONTRACTOR:

(Name, legal status and address)

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

OWNER: (Name, legal status and address)

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

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

PROJECT:

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

Primary/EEC Addition & Remodeling - Becker, MN

SURETY:

(Name, legal status and principal place of business) Merchants Bonding Company (Mutual) A Corporation 6700 Westown Parkway, West Des Moines, IA 50266

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

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

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

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

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

Signed and sealed this 5th

day of August 2022

(Principal)

(Title)

Surety

Markus Ross Ebert

(Witness

(Witness)

Merchants Bonding Company (Mutual)

Ebert, Inc. dba Ebert Construction

(Seal) Attorney-In-Fact

Vice President & Secretary

(Seal)

CON 0657 (2/15)

(Title) Karla Deutsch Hunt 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	}	ACKNOWLEDGMENT OF PRINCIPAL
County of) \$5.)	
On this known to me to be the purposes therein con		, before me personally appeared, subscribed on this bond form, who acknowledged that this bond was executed for the
Notary Seal		Notary Public
	ACł	NOWLEDGMENT OF PARTNERSHIP
State of))) ss.	ACKNOWLEDGMENT OF PRINCIPAL
On this known to me to be a	day of partner in the partnership wi	, before me personally appeared nose name is subscribed on this bond form, who acknowledged to me that the bond purposes therein contained.
Notary Seal		Notary Public
	ACK	NOWLEDGMENT OF CORPORATION
State of Minnesota)) ss.	ACKNOWLEDGMENT OF PRINCIPAL
the Vice President of	f August 2022befor	e me personally appeared <u>Markus Ross Ebert</u> , who acknowledged that he or she is s subscribed on this bond form, and that, as a corporate officer, he or she is herein contained.
Notary Seal	CANDACE LEE G NOTARY PUBL MINNESOT/ My Commission Expires Ja	le alle alle
3	A	CKNOWLEDGMENT OF SURETY
State of Minnesota)) ss.	ACKNOWLEDGMENT OF SURETY
County of Hennepin) 35.	
On this <u>5th</u> day of the attorney in fact w	August 2022 before ho is authorized on behalf of	me personally appeared Karla Deutsch Hunt, who acknowledged that he or she is Merchants Bonding Company , corporation, on the behalf of the corporation.
Notary Seal	DIANE M. CHAM NOTARY PUBLIC - MII My Commission Expires J	BERS INESOTA an. 31, 2026



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 aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

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

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



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

President

STATE OF IOWA COUNTY OF DALLAS ss.

On this 28th day of March 2022 , before me appeared Larry Taylor, to me personally known, who being by me duly 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)

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





POA 0018 (1/20)

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

DEPARTMENT OF HUMAN RIGHTS

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

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools - ISD 726 12000 2nd 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			
		rk in the above listed Work So	ope for the Base Bid Sum	
5 One Million	Two Hundred	ELGHTY FIVE THOULAND	\$ 1285,000	
	DOLLAZS			
2. Work Scope				
		rk in the above listed Work Sc	ope for the Base Bid Sum	
\$			\$	
		L		
3. Work Scope				
a. The Bidder of:	agrees to perform all wo	rk in the above listed Work Sc	ope for the Base Bid Sum	
•		Г		
\$			\$	
Becker Public Schools-ISD 72	26			
Primary / EEC Additions & F	lemodel 1	Addendu	ım #2 8/1/22	

Primary / EEC Additions & Remodel

Addendum #2 8/1/22

4. COMBINED WORK SCOPE BID

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

Up BUD for the Combined Base Bid Sum of: \$ \$ NO BID **UNIT PRICES:** Soil Corrections - Cost per Cubic Yard Unit Price No. 1: \$ X)D BID Ś. **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 Ś

- 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. <u>1</u>	Dated	7/25/22	Addenda No. <u>3</u>	_ Dated	8/5/22
Addenda No	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 <u>Minnesota State</u> Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

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

Street Address:	340 Highway 10 S				
City:	St. Cloud	State:	MN	Zip:	56304
Phone Number:	320-253-2411	Fax Number:	N/A		
Name (typed or p	rinted John Waletz	ko			
Signature:	1 1]2				
Title: Presiden	t				
Date: 08/11/22					

END OF SECTION 00 41 13

 $\alpha = 2$



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

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 <u>4th</u> day of <u>August</u> , <u>2</u>	
Witness for Muller	(Ponospal) (Seal)
(Witness)	(Title) GREAT AMERICAN INSURANCE COMPANY (Surety) (Attorney-in-Eact) David Mahowald

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310 - 2010 Edition

SURETY: (Name, legal status and principal place of business): Great American Insurance Company 301 E Fourth Street Cincinnati, OH 45202

GREATAMERICAN.				
INSURANCE COMPANIES ACKNOWLEDGEMENT OF PRI	NCIPAL (Individual)			
STATE OF } SS.				
On thisday of personally come(s)	, in the year befor	e me		
to me known and known to me to be the person(s) who (is) de and acknowledge(s) to me that heexecuted the same.	escribed in and who executed the foregoing instru	ment		
	NOTARY PUBLIC			
ACKNOWLEDGEMENT OF PRIN	CIPAL (Partnership)			
STATE OF				
On thisday of	, in the year before	eme		
a member of the co-partnership of				
to me known and known to me to be the person who is describ acknowledges to me that executed the same as and for the act and deed of the		and		
	NOTARY PUBLIC			
ACKNOWLEDGEMENT OF PRING				
COUNTY OF Stearns				
On this day of August	, in the year 2022 before	me		
personally come(s) 10 nm volt cit 2 co		,		
to me known, who, being by me duly sworn, deposes and says that he resides that he is the Resident of the	Bally of St Cloud	Take ma.		
the corporation described in and which executed the foregoing instru	ument; that he mows the seal of the said corpora	tion; U		
that the seal affixed to the said instrument is such corporate seal; that				
of said corporation, and that he signed his name thereto by like order.	Andi Tuderen			
NOTARY PUBLIC MINNESOTA	NOTARY PUBLIC			
My Commission Expires January 31, ACK NOWLEDGEMENT C	JF SURELY			
COUNTY OF <u>Stearns</u> SS.				
	, in the year 2022 before	me		
personally come(s) David Mahowald Attomey(s)-in-Fact of Great American Insurance Company				
and who, being by me duly sworn, says that he reside(s) in <u>Sartell</u> , Minu	with whom I am personally acquain nesota	lea,		
that he is (are) the Attorney(s)-in-Fact of Great American Insurance		the		
Company described in and which executed the within instrument; that the seal affived to the within instrument is such corporate seal ar				
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.				
	put Kadenacle,			
Kristin Rademacher	NOTARY PUBLIC			
NOTARY PUBLIC MINNESOTA My Commission Expires Jan 31, 2026				

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

POWER OF ATTORNEY

No. 0 20206

KNOWALL 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.

DAVID MAHOWALD

p = 3

Address ST. CLOUD, MINNESOTA Limit of Power \$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

Name

Assistant Secretary

STATE OF OHIO, COUNTY OF HAMILTON - SS:

GREAT AMERICAN INSURANCE COMPANY

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

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.



Susan A. Kohorst Notary Public, State of Ohio My Commission Expires 05-15-2020

Susar a Lohoust

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 surely, 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 Attorncy 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

tyl C.B_ Assistant Secretary

S1029AG (07/18)

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 <u>Becker Public Schools-Primary/EEC - Additions & Remodeling</u> undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

- 1. Work Scope <u>08-Aluminum Doors</u>, 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:

\$

3. Work Scope

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

\$

NA

\$

\$

NA

Becker Public Schools-ISD 726 Primary / EEC Additions & Remodel

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: So	il Corrections – Cost per (Cubic Yard		
\$				\$ _{NA}
Addenda: Receipt of the bid is acknowled	ne following Addenda to edged (provide Addenda i	the Contract Documen numbers below):	ts and the	eir costs being incorporated
Addenda No. <u>1</u>	Dated 07/25/22	Addenda No3	_ Dated	08/05/22
Addenda No2	Dated 08/01/22	Addenda No	_ Dated	

Becker Public Schools-ISD 726 Primary / EEC Additions & Remodel **Responsible Contractor:** By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in <u>Minnesota State</u> <u>Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.</u> Subdivision 3. Minimum criteria.

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

Street Address: 3121 40th Ave NW			1		
City: <u>Rochester</u>	State:	MN	_Zip: _	55901	
Phone Number: <u>507-289-3777</u>	Fax Number:	507-289	-0634		_
Name (typed or printed): <u>Kevin Swanson</u>					
Signature:					
Title: President					
Date: <u>08/11/2022</u>					

END OF SECTION 00 41 13

Becker Public Schools-ISD 726 Primary / EEC Additions & Remodel



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:

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.

(Name, location or address, and Project number, if any) Work Scope 08 - Aluminum Doors, Windows and Glazing In connection with Primary EEC Additions & Remodeling

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

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

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

Signed and sealed this day of August 2022 Ford Metro, Inc. (Seal) (Prindipat Alento (Witness) (Title Merchants National Bonding, Inc VSn Seal) (Witness) Amy B. Thompson, St. Surety Account Exe (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.

AIA Document A310TM – 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 panallide, 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.

Init.

INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT

SS

STATE OF _____

COUNTY OF _____

On the _____ day of _____, before me personally appeared

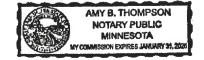
to me known to be the person(s) described in and who executed the foregoing instrument, as Principal(s), and acknowledged to me that __he__ executed the same as his/her/their free act and deed.

(Notary Seal)
CORPORATE ACKNOWLEDGMENT
STATE OF Minnesota
COUNTY OF
On the day of Avoust, 2002, before me personally appeared
<u>kevin</u> <u>kevin</u> to me known, who being by me duly sworn, did say that he/she is the <u>freshent</u> of the <u>freshent</u> , the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to additional instrument is each that it was a structure of 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 NOTARY PUBLIC - MINNESOTA My Commission Expires Jan. 31, 2027
STATE OF MINNESOTA
22

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.

(Notary Seal)





Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Jowa (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 Attomey(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

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

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 14th day of June , 2022 .

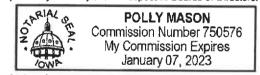


MERCHANTS BONDING COMPANY (MUTUAL) MERCHANTS NATIONAL BONDING, INC.

arre

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 Inotary 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



POA 0018 (1/20)

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

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

BID FROM: ELSST GIOR GLASS CO. 305 FRANKLIN ÅVE 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 00 - Aurin un Doons, WinDows and hlazinstr a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum

of:

5 two humbed Sixty Six thousand two handed fills Palars \$ 246, 25000

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

\$

\$

\$

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

Ś

Becker Public Schools-ISD 726 Primary / EEC Additions & Remodel

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	Dated	1/20/22 Adde	nda No. <u>3</u>	_ Dated	06 5	22
Addenda No.	Dated	8/1/22 Adde	nda No	_ Dated	1 1	

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

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

Street Address: 305 FRANKLIN AVE NE
City: <u>ST. Cloup</u> State: <u>MN</u> Zip: <u>56304</u>
Phone Number: 320-251-1900 Fax Number: 320-251-9471
Name (typed or printed):
Signature:
Title: Project Managera
Date: <u>9-10-22</u>

END OF SECTION 00 41 13

MAIA[°] 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%)

SURETY:

(Name, legal status and principal place of business) Western Surety Company 151 N. Franklin St. Chicago, IL 60606

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

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

PROJECT:

Init.

1

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

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

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

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

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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 Scehusen, Naomi Lermon, Individually, of Saint Cloud, MN

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

- In Unlimited Amounts -

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

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

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



WESTERN SURETY COMPANY

aul T. Bruflat, Vice President

State of South Dakota County of Minnehaha

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

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

Form F4280-7-2012

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

CORPORATE ACKNOWLEDGMENT

5 E Z

AAAAAAAAAA

STATE OF MN
COUNTY OF BENTON
On the <u>lon</u> day of <u>AvGUST</u> <u>2022</u> before me personally appeared, <u>Lvcas</u> <u>cricket</u> to me, who being duly sworn, did depose and say: that s/he resides in <u>Benton</u> <u>cv</u> . that s/he is the <u>Arc svent</u> of the <u>East Side Glass Company, Inc.</u> the corporation described in and which executed the foregoing instrument; that s/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that s/he signed her/his name thereto by like order.
ACKNOWLEDGMENT OF CORPORATE SURETY
STATE OF MINNESOTA COUNTY OF <u>Dakota</u>
On the <u>11th</u> day of <u>August</u> <u>2022</u> before
me personally appeared, <u>Nicole M. Coty</u> to me known, who being duly sworn, did say: that s/he resides in Minnesota that s/he is the aforesaid
officer or attorney in fact of <u>Western Surety Company</u>
a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said
corporation; and that said instrument as signed and sealed on behalf of said corporation by
the aforesaid officer, by authority of its board of directors; and the aforesaid officer
acknowledged said instrument to be the free act and deed of said corporation.
(SEAL)
JESSICA ANN OLSON NOTARY PUBLIC MINNESOTA My Commission Expires 01/31/2025

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726 **12000** 2nd 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 <u>Becker Public Schools-Primary/EEC - Additions & Remodeling</u> undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

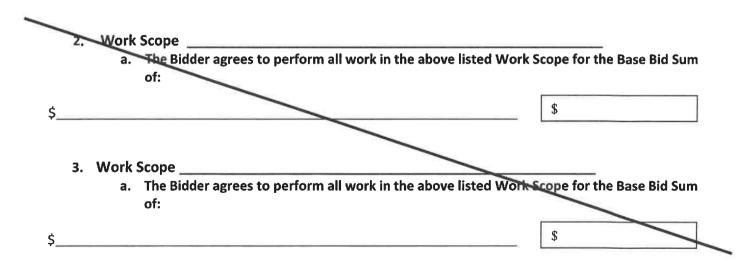
Base Bids

1. Work Scope 08-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



Becker Public Schools-ISD 726 Primary / EEC Additions & Remodel

Addendum #2 8/1/22

	nbined Base	Bid Sum of:		
\$				\$
	ES:			
Unit Price N	lo. 1: Soil	Corrections – Cost per Cubic Ya	rd	
	\$	N/A		\$ N/A
ALTERNAT	ES:			
Alternate N 1. Prov con	lo. 1: Con vide a cost (dd/deduct/no change) for all n ified in the Drawings and Speci		essary to provide and inst
Alternate N 1. Prov con	lo. 1: Con vide a cost (trols as iden	dd/deduct/no change) for all n ified in the Drawings and Speci	ifications.	essary to provide and instant
Alternate N 1. Prov con	lo. 1: Con vide a cost (itrols as iden a. Controls \$	dd/deduct/no change) for all n ified in the Drawings and Speci by Alerton N/A	ifications.	

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 <u>Minnesota State</u> <u>Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.</u> Subdivision 3. Minimum criteria.

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

Street Address:	401 Sundial Drive				
City:	Waite Park	State:	MN	_ Zip:	56387
Phone Number:	320-259-1679	_Fax Number:	320-	259-456	6
Name (typed or Signature:	printed):Jessica Hans	son			
	Sales Manager				
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) 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 Obligee, hereinafter called the Obligee, in the sum of Five Percent (5%) of the Amount of the Bid

Dollars (\$ 5%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

Becker Primary/ EEC addition

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
A		Heartland Glass Co., Inc.
(Witness)	anne an teleponter annances	(Frincipal) (Seal)
		Swiss Re Corporate Solutions America
(Witness)		(Surety) Dalend
10		(Title) Name Alemdar (Seal) Attorney-in-Fact

AIA Document A310TH - 1970. Copyright @ 1963 and 1970 by The American Institute of Architects.

INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF	
X	SS

COUNTY OF _____

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

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
COUNTY OF <u>Stearns</u> ss
On the 11 day of <u>Sales manuface</u> 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
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

MITCHELL

.SETTEM

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

GENERAL POWER OF ATTORNEY

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

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

JOINTLY OF SEVERALLY

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

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

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

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

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

SOLUTION STREET	SOLUTION AND SOLUTION	ByErik Janssens, Senior Vice President	
SEAL S	SEAL	of SRCSFIC & Senior Vice President of WIC Sould Jagrande	
A DI TSSOUT Out	AND	Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC	

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

this 29TH day of	APRIL	, 20_22
State of Illinois	55	

County of Cook

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

APRIL On this ^{29TH} day of 20 22_, 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 SPCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Dornen

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 20.22

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

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

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

BID FROM: NOT THEYA GLASS + GLAZING 165 W. 88th 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 <u>Becker Public Schools-Primary/EEC - Additions & Remodeling</u> undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 08 ALUMINUM DOORS, WINdows, GLAZING

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

5 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:

\$____

Becker Public Schools-ISD 726 Primary / EEC Additions & Remodel

Addendum #2 8/1/22

\$

\$

4. COMBINED WORK SCOPE BID

'n

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

		\$
NIT PRICES:		
nit Price No.	1: Soil Corrections – Cost per Cubic Yard	
	\$	\$
LTERNATES		\$
ternate No. 1. Provid contro	:	
ternate No. 1. Provid contro	: 1: Controls e a cost (add/deduct/no change) for all materials and la Is as identified in the Drawings and Specifications.	
ternate No. : 1. Provid contro a.	: 1: Controls le a cost (add/deduct/no change) for all materials and la ls as identified in the Drawings and Specifications. Controls by Alerton	bor necessary to provide and in

Addenda No	Dated 7-25-22 Adder	nda No. 2 Dated 8-1-22
Addenda No. <u>3</u>	Dated <u>8-5-22</u> Adder	nda No Dated

Becker Public Schools-ISD 726 Primary / EEC Additions & Remodel

Addendum #2 8/1/22

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 <u>Minnesota State</u> <u>Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.</u> Subdivision 3. Minimum criteria.

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

Street Address: 165 W. 88	th ST
City: BLOOMINGTON	
Phone Number: 952-888-6327 Fax	Number: 952-888-4542
Name (typed or printed):	McGaher
Signature:	Muy
Title:	V
Date: 8-/1-22	

END OF SECTION 00 41 13

Addendum #2 8/1/22

Dona 140. ==	Bond	No.	
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BID BOND

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

KNOW ALL MEN BY T	HESE PRESENTS, that we	Northern Glass & Glazing, Inc.	
	165 W 88th Street,	Bloomington, MN 55420	

as Principal hereinafter called the Principal	, and	Old Rep	ublic Surety Company
a corporation duly organized under the law	s of the state of	Wisconsin	as Surety, hereinafter called the Surety,
are held and firmly bound unto	Becke	er Public Scho	ools, 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
Val MIL		Northern Glass 8	
Witness		Princip	oal (Seal)
		By: Mill M	19 MESIDENT
		5	Name/Title
1 -		Old Republic Su	591 020- 13
Wesh Gople			Attorney-in-Fact

Conforms with The American Institute of Architects, A.I.A. Documents ORSC 21328 (5/97)

D 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 deliverand affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

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

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

- 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 andsealed (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 4TH day of MARCH, 2021

Karen Q. Haffrer

Assistant Secretary

OLD REPUBLIC SURETY COMPANY President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

4TH On this

personally came before me,

day of MARCH, 2021 Alan Pavlic and to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above Karen J Haffner instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Signed and sealed at the City of Brookfield, WI this

Notary Publ 9/28/2022 My commission expires:

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

40-2470

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.



J. A. PRICE AGENCY, INC.

Assistant Secretary

day of August, 2022. Karen g. staffrer

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

....

BID TO:	Becker Public Schoo	ls – ISD 726			
	1200 Hancock Stree	t			
	Becker, MN 55308	\land	<u> </u>	2	
	1100	Declara	Mre (Oa		Nr.
BID FROM	M: High	Performa	ull Ca	m) f	1.C.
	CI K	Still St	set nit	J~	
	- 26.0	JO: JN	IVL IVL		
	RUFE	la mr	1 55313	_	
	Duit	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~		/	

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 <u>Becker Public Schools-Middle School/High School Additions & Remodeling</u> undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids 1. Work Scope The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum а. of: 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 1

-Addendum #1 7/18/22 Addendum #3 7/29/22 \$____

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4. COMBINED WORK SCOPE BID

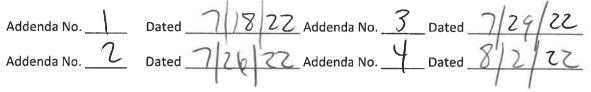
a. The Bidder agrees to perform all work in the following Work Scopes:

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 install controls as identified in the Drawings and Specifications. a. Controls by Alerton with approved installation by NAC	necessary to provide and
\$	\$
b. Controls by Alerton with approved installation by HumeraTec	h
c. Controls by Automated Logic with approved installation by A	the method Teacher also size

Controls by Automated Logic with approved installation by Automated Technologies 67

\$	\$
F	

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



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

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

Street Address: 568 504	Street NE
Phone Number: 320 815 214 [Fax	x Number: 163 682 2353
Name (typed or printed):Michael	Wheeler
Signature:	lin
Title: President	
Date: 84722	
A 1	

END OF SECTION 00 41 13



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)

Additions and Remodeling ISD 726

SURETY:

Painting & Wallcovering In connection with Becker Public Schools- Middle School/High School

(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		
nº 1th	High	Performance Coat	tings, Inc.	
(Vitness)	(Priv M	icipal)	roli	Pres (Seal)
hun the Suboald		ern National Mutu	al Insurance Co	mpany (Seal)
(Witness)	al	My B.	thory_	
Lisa M. Eubanks, Surety Acct. E	xecutive (Title	Amy B. Thomp	con At	torney-In-Fact
CAUTION: You should sign an original AIA Co changes will not be obscured.	ontract Document, on wh			
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INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT

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STATE OF	
COUNTY OF	SS
On theday of	, before me personally appeared
	to me
known to be the person(s) described in and wi Principal(s), and acknowledged to me thatt and deed.	ne executed the same as his/her/their free act
(Notary Seal)	
CORPORATE A	CKNOWLEDGMENT
STATE OF Minnesota	
COUNTY OF Wright	SS
On the day of	2014 before me personally appeared
Michael Wheeler	to me known, who being by me
UNDER ATTO THE	, the corporation described in and which executed
	e seal of said corporation; that the seal affixed to as so affixed by order of the board of directors of
said corporation; and that he/she signed his/he	
Dan	avilla blams samantha LAUREN ADAM
(Notary Seal)	Notary Public Minnesota Wy Commission Expiret
ACKNOWLEDGMENT	OF CORPORATE SURETY
STATE OF MINNESOTA	
COUNTY OF Ramsey	SS SAMANTHA LAUREN ADAMS
On the 4th day of August, 2022, before me per	sonally appeared Amy B. Thompson to the My Commission Expires
known, who being duly sworn, did say that he/s Western National Mutual Insurance Compar	she is the aloresaid onder or attorney on-lace of the
foregoing instrument is the corporate seal of sa	
	ed said instrument to be the free act and deed of
here	and la la alle
(Notary Seal)	
	LISA M EUBANKS NOTARY PUBLIC - MINNESOTA NY COMMISSION EXPIRES 01/31/26



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, Army 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.

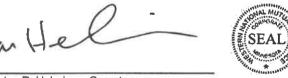
and to bind Western National Mutual Insurance Company thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on September 28, 2010. This Power of Attorney 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 <u>16th</u> day of <u>December</u>, <u>2020</u>.



Jon R. Hebeisen, Secretary

Jany A Byan

Larry A. Byers, Sr. Vice President

STATE OF MINNESOTA, COUNTY OF HENNEPIN

On this <u>16th</u> day of <u>December</u>. <u>2020</u>, 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.



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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 2nd St. SE Becker, MN 55308

Gunion Painting ZLC 3D Maple Street N Waite Park, MN 563D7 BID FROM:

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

Base Bids

1. Work Scope 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

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

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\$

NIA

3. Work Scope

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

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Becker Public Schools-ISD 726 Primary / EEC Additions & Remodel

Addendum #2 8/1/22

\$

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 \$ NIA \$

UNIT PRICES:

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

NIA \$

\$ NIA

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

SNO CHANGE

b. Controls by Automated Logic

\$ NO CHANGE

SNOCHANGS

\$ NO CHANGE

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

Addenda No	Dated 7/25/22	_Addenda No. <u>3</u>	Dated 8/5/22
Addenda No	Dated 8/1/22	_Addenda No	Dated

Addendum #2 8/1/22

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 <u>Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.</u> Subdivision 3. Minimum criteria.

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

Street Address: 3P Maple Street N
City: Waite Park State: MN Zip: 56387
Phone Number: 320-309-6166 Fax Number:
Name (typed or printed): Brandon Gunion
Signature:
Title:Ovner
Date:

END OF SECTION 00 41 13

Mathematical Structure Alternative Al

Bid Bond

CONTRACTOR:

(Name, legal status and address) Gunion Painting LLC 38 Maple Street 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 Total Amount Bid (5%)

SURETY:

(Name, legal status and principal place of business)

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

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 & Remodeling

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 exceed the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

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

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

Signed and sealed this day of August, 2022 9th Gunion Painting LLC (Principal) (Seal) Witness (Title) Company Westfield (Surety) (Witness) (Title) Steve Shike, Attom

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General Power of Attorney

POWER NO. 3617151 00 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 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

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).

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 .



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Gary W. Sumper, National Surety Leader and

Senior Executive

aning Secretary

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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

State of Ohio County of Medina SS.:

SS.:



Frank A. Carrino, Secretary

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 9th day of A.D., 2022 August



BPOAC1 (combined) (06-02)

LICENSE/CERTIFICATE/REGISTRATION DETAIL

CONTRACTOR

Class Type:	REGISTRATION Number: IR731770	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:	ON		
Workplace Experience:	N/A		

GUNION PAINTING LLC	38 MAPLE STREET N	WAITE PARK, MN 56387
Name:	Address:	

ĥ

Phone:

A CONTRACTOR REGISTRATION IS NOT A LICENSEI

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?

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726 **12000 2nd 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 <u>Becker Public Schools-Primary/EEC - Additions & Remodeling</u> undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 09 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:

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\$

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

Becker Public Schools-ISD 726 Primary / EEC Additions & Remodel

Addendum #2 8/1/22

\$

S

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

\$		\$
UNIT PRICES):	
Jnit Price No	. 1: Soil Corrections – Cost per Cubic Yard	
	\$	\$
LTERNATES		
): 	
Alternate No. 1. Provid contro		or necessary to provide and insta
Alternate No. 1. Provid contro	1: Controls de a cost (add/deduct/no change) for all materials and labo ols as identified in the Drawings and Specifications.	or necessary to provide and insta
Alternate No. 1. Provic contro a.	1: Controls de a cost (add/deduct/no change) for all materials and labe ols as identified in the Drawings and Specifications. Controls by Alerton	
Alternate No. 1. Provic contro a.	1: Controls de a cost (add/deduct/no change) for all materials and labeled ols as identified in the Drawings and Specifications. Controls by Alerton \$	

Addenda No	Dated 7125/22	_Addenda No	_ Dated
Addenda No. <u>3</u>	Dated 8/5/22	_Addenda No	_ Dated

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

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

Street Address: 2103 1965 St E	(po Box 459)	_
city: <u>Clearwater</u>	State:Zip:S5320	
Phone Number: 320 558-4447 F	ax Number:	
Name (typed or printed): Jim HenKen	neyel	
Signature: A.A.		
Title: president		
Date: 8/10/2 2		

END OF SECTION 00 41 13



Bid Bond

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

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

West Bend Mutual Insurance Company 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	
The A	$- \land \land$	Henkemeye	er Coatings, Inc.	
(Williess)	Elfork.	- (Principal)	Br	(Seal)
(wimess)	\bigcirc	(Title) Ple	sident	
10 poman	NR	West Bend (Surety)	Mutual Insurance Com	bany
(Witness)	D	- (Surery)	TAS	
		(Title)	Alan Starks Attorney-in-Fact	(Seal)

INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT

SS

STATE OF

COUNTY OF

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

to me

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

(Notary Seal)

CORPORATE ACKNOWLEDGMENT

STATE OF Minnesot	-4
COUNTY OF Steam	SS

On the **11th** day of **August**, **2022**, before me personally appeared <u>Sim Henkemeyer</u> to me known, who being by me duly sworn, did say that he/she is the <u>President</u> 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)

RYAN ROBERT GOTFREDSON Notary Public Minnesota My Commission Expires Jan 31, 2025

ACKNOWLEDGMENT OF CORPORATE SURETY

SS

STATE OF MINNESOTA

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)





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:

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 21st day of December, 1999.

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

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

Christopher C. Sumaart Attest Christopher C. Zwygart

Secretary



Kevin A. Steiner **Chief Executive Officer/President**

State of Wisconsin County of Washington

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



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 this1th	day of August	2022
	WILLAL INSURY	alm. a
	CORPORATE	Horly A Dunn
	E & SEAL & S	Heather Dunn
	TON CO	Vice President – Chief Financial Officer

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

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726 12000 2nd 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 <u>Becker Public Schools-Primary/EEC - Additions & Remodeling</u> undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

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 ____

1. 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:

\$

\$

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 Cu	bic Yard			
\$NA			\$	NA
ALTERNATES:				
Alternate No. 1: Controls 1. Provide a cost (add/deduct/no change) fo controls as identified in the Drawings and a. Controls by Alerton		bor necessary	to prov	ide and install
\$NA			\$	NA
b. Controls by Automated Logic				
\$ NA			\$	NA
-				

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

Addenda No	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 <u>Minnesota State</u> <u>Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.</u> Subdivision 3. Minimum criteria.

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

6840 Shingle Creek Street Address:	Parkway #5		
City:Brooklyn Center	State:	MNZip:	55430
Phone Number:763-533-1595	_ Fax Number: _	763-533-78	52
Name (typed or printed):Mike Tambor Signature:	nino	_	
Title:			
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 <u>Architectural Sales of Minnesota, Inc.</u> 6840 Shingle Creek Parkway, Suite 5, Brooklyn Center, MN 55430

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

as Obligee, hereinafter called the Obligee, in the sum of FIVE PERCENT OF AMOUNT BID

Dollars (\$ 5%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for <u>#10 Acoustic Ceilings and Acoustical Treatments, Becker Public</u> 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	day of <u>August</u>	, <u>2022</u>
Witness	Architectural Sales of Minnesota, Inc. Principal By:	(Seal) President Name/Title
Joan & Cinchen Witness	Old Republic Surety Company Surety By:	n see
V	Steven A. Holmquist	Attorney-in-Fact

ORSC 21328 (5/97)

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

STATE OF	
COUNTY OF	SS
On the day of	, before me, a Notary Public
within and for said county, personally appear	red,to me
known to be the person described in and wh $h_{\dot{E}}$ executed the same as $h_{\dot{E}}$ free act and c	o executed the foregoing instrument, as Principal, and acknowledged to me that deed.
	Notary PublicCounty Minnesota
(Notarial Seal)	My Commission Expires
STATE OF Minnesota	RPORATE ACKNOWLEDGMENT
COUNTY OF Hennepin	
On theday ofAugust	, <u>2022</u> , before me, personally appeared
	to me known, who being by me duly sworn, did depose and say
	, that ^{he} is thePresident
	the corporation described in and which executed the of said corporation; that the seal affixed to said instrument is such corporate seal;
	irectors of said corporation; and that signed name thereto by like order.
Susanne E. Tambornino NOTARY PUBLIC	Susamets ambornio
MINNESOTA MINNESOTA	Notary Public <u>Hennepin</u> County Minnesota My Commission Expires <u>1-31-26</u>
(Motarial Cont	
ACKNOWL	EDGMENT OF CORPORATE SURETY
STATE OF Minnesota	
COUNTY OF Hennepin	SS
On this _9thday ofAugust	, 2022 , before me appeared Steven A. Holmquist
Old Republic Surety Company , a corporation, and that said instrument was sign	sworn, did say that he is the aforesaid officer or attorney in fact of the on; that the seal affixed to the foregoing instrument is the corporate seal of said ned and sealed in behalf of said corporation by the aforesaid officer, by authority icer acknowledged said instrument to be the free act and deed of said corporation.
	Malini Rol mos
MELANIE RAE SMITH	Notary Public Hennepin County Minnesota
NOTARY PUBLIC - MINNESOTA MY COMMISSION EXPIRES 01/31/25	My Commission Expires January 31, 2025

INSTRUCTIONS

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

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 deliverand affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds). as follows:

ALL WRITTEN INSTRUMENTS

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

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

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

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

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

Karen J. Haffrer

Assistant Secretary





and

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 25TH day of APRIL, 2022

Karen J Haffner

, personally came before me,

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: 9/28/2022

Karen Q. Haffrer

Assistant Secretary

9th day of August

Alan Pavlic

, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above

(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

Signed and sealed at the City of Brookfield, WI this

40-3762

CERTIFICATE



RAY SMITH INS. AGENCY, INC

PROPOSAL BID FORM

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

BID FROM:

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

Base Bids

1.

patments Work Scope

\$

\$

- a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:
- 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 Primary / EEC Additions & Remodel

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

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

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

Addenda No. <u>#-/</u>	Dated 7-25-22	Addenda No. #3	Dated <u>8-5-22</u>
Addenda No. $\frac{\#}{}$	Dated	_Addenda No	Dated

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

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

Street Address: 24350 165	35t,
City: Biglake	
Phone Number: 763-386-5553 F	ax Number:
Name (typed or printed): Mike So	ensen
Signature: Mullah	
Title: <u>Owner</u>	
Date: 8-10-2022	

END OF SECTION 00 41 13

Becker Public Schools-ISD 726 Primary / EEC Additions & Remodel

6001 75-383/919 MAD DOG INTERIORS INC. MICHAEL D SORENSEN 24350 165TH ST. BIG LAKE, MN 55309 DATE OD \$ 6,50 PAY TO THE ORDER DOLLARS © DELUXE deluxe.com/checke SPECIALTY MINT HIGH SECURITY 630 Main St, Elk River, MN 55330 763-441-1000 P e Customer Service: 763-241-8522 MP OF mi MEMO / 06001 91 09/903 LOOK FOR FRAUD-DETERRING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK. 1:091903831

PROPOSAL BID FORM

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

BID FROM:	St.	Cloud	Acons	tics	
_	P.0.	Box 7	58		
	401.	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 <u>Becker Public Schools-Primary/EEC - Additions & Remodeling</u> undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

- 1. Work Scope #10 Acoustic Ceilings and Acoustical Treatments a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum
 - a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

-eighty-three thousand tudo hundred - Seventy 5 One hundred \$

- 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 Primary / EEC Additions & Remodel

Addendum #2 8/1/22

\$

\$

в

n.

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.
ALTERNATES:	<i>'</i>
Alternate No. 1: Controls 1. Provide a cost (add/deduct/no change) for all materials and labor n controls as identified in the Drawings and Specifications.	ecessary to provide and install
a. Controls by Alerton \$	\$ NA
b. Controls by Automated Logic	1
\$	\$ NA
	their costs being incorporated

Addenda No	Dated 7.25.22	_Addenda No. <u> </u>	Dated 8.5.22
Addenda No. 📿	Dated 3.1.22	_ 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 <u>Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.</u> Subdivision 3. Minimum criteria.

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

Street Address: 30762 Pearl Drive, P.O. Box 758
City: St. Joseph State: MN Zip: 56374
Phone Number: 320-363-8585 Fax Number: 520-363-8586
Name (typed or printed): Pere Ehresmann
Signature:
Title: Project Manager
Date: <u>8.11.22</u>

END OF SECTION 00 41 13

т Э



AIA Document A310[™] – 2010

Bid Bond

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

OWNER: (Name, legal status and address)

ISD#726-Becker Public Schools

ł

SURETY:

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

Granite Re. Inc. 14001 Quailbrook Drive

Oklahoma City, OK 73134

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

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

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

PROJECT: Becker 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 St. Cloud Acoustic (Principal) (Seal) Titlet B2IA Scanite Re, Inc. (Surety) (Seal) (Witness) (Title)Troy Staples, Attorney-in-Fact

CAULTOIN You should sign on original AIA Contract Document, on which this test appears in RED. An original invoces that changes will not be observed.

Init AIA Document A310¹⁹— 2010, Copyright ©1963, 1970 and 2010 by The American Institute of Architects, All rights reserved, Washer and

ş. a second A Siddee 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.

County of <u>Dakota</u>) On this <u>10th</u> day of <u>August</u> , in the year <u>2022</u> , before me personally come(s) <u>Troy Staples</u> , Attorney(s)-in-Fact of <u>Granite Re, Inc.</u> with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of <u>Granite Re, Inc.</u> company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-	ACKNOWLEDGMEN	F OF PRINCIPAL (Individual)
On this day of in the year before me personally cornels) 	State of)	
) County of)	
and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same. Instance Instance County of		
ACKNOWLEDGMENT OF PRINCIPAL (Partnership) State of		
ACKNOWLEDGMENT OF PRINCIPAL (Partnership) State of		
Stete of		Notary Public
County of	ACKNOWLEDGMENT	OF PRINCIPAL (Partnership)
On this day of in the year before me personally come(s)	State of)	
) County of)	
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 Notary Public State of On this 10 det and deed of the said co-partnership. on this 10 det 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 the said 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 Notary Public State of <u>Minnesota</u> ; County of <u>Dakota</u> ; On this 10th day of August, in the year 2022, before me personally come(s) <u>Troy Staples</u> , Attomey(s)-in-Fact of <u>Granite Re, Inc</u> , with whom I an personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attomey(s)-in-Fact of <u>Granite Re, Inc</u> , with whom I and which executed the within instrument; that he/she know(s) the corporate seal of such company, and that he/sale affixed by order of the board of Directors of said company, and that he/sale signed his/her name thereto by like order.		a member of the co-partnership of
Instany Public State of Minnesota] County of Datagot In this way of the sele of Minnesota] County of this lob day of the sele of the sele of Minnesota] On this lob day of the sele of the sele of Minnesota] On this lob day of the sele o		
ACKNOWLEDGMENT OF PRINCIPAL (Corporation) State of		
State of		Notary Public
State of	ACKNOWLEDGMENT	OF PRINCIPAL (Corporation)
County of SHQUAS on this 10 day of August in the year 2023 before me personally come(s) the		
on this day of		
the		L
	Brien Kulle	in the year <u>2007</u> before me personally come(s)
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. 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-	the President of the	St Cloud Acoustics Inc
corporation, and that he/she signed his/her name thereto by like order.	the corporation de	scribed in and which executed the foregoing instrument; that he/she knows the seal
Notary Public Notary Public 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-		
State of <u>Minnesota</u>) County of <u>Dakota</u>) On this <u>10th</u> day of <u>August</u> , in the year <u>2022</u> , before me personally come(s) <u>Troy Staples</u> , Attorney(s)-in-Fact of <u>Granite Re, Inc.</u> with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of <u>Granite Re, Inc.</u> company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-	corporation, and that neysne signed his/her name thereto by like orde	am C. beever
State of <u>Minnesota</u>) County of <u>Dakota</u>) On this <u>10th</u> day of <u>August</u> , in the year <u>2022</u> , before me personally come(s) <u>Troy Staples</u> , Attorney(s)-in-Fact of <u>Granite Re, Inc.</u> with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of <u>Granite Re, Inc.</u> company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-	ACKNOWLE	
County of <u>Dakota</u>) On this <u>10th</u> day of <u>August</u> , in the year <u>2022</u> , before me personally come(s) <u>Troy Staples</u> , Attorney(s)-in-Fact of <u>Granite Re, Inc.</u> with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of <u>Granite Re, Inc.</u> company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-	State of Minnesota)	Minnesota
am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of <u>Granite Re, Inc.</u> company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-) County of <u>Dakota</u>)	My Commission Expires January 31, 2027
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-	On this <u>10th</u> day of <u>August</u> , in the year <u>2022</u> , before me p	ersonally come(s) <u>Troy Staples</u> , Attorney(s)-in-Fact of <u>Granite Re, Inc</u> , with whom I
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-	am personally acquainted, and who, being by me duly sworn, says the	nat he/she is (are) the Attorney(s)-in-Fact of Granite Re, Inc. company described in
and and all	such corporate seal and that it was affixed by order of the Board of D Fact of the said company by like order.	irectors of said company, and that he/she signed said instrument as Attorney(s)-in-

Notary Public ------6

GRANITE RE, INC. GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

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

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

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

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

STATE OF OKLAHOMA))

COUNTY OF OKLAHOMA }

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

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

SS:



Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

GRANITE RE, INC. Certificate

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

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

	dersigned has subscribed this Certificate and affixed	I the corporate seal of the Corporation this
10thday ofAugust		Kyle P. McDonald, Assista
80800-1	The second second	

ورسامة أمكره ورو

Kyle P. McDonald, Assistant Secretary

GR0800-1

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726 **12000 2**nd 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 <u>Becker Public Schools-Primary/EEC - Additions & Remodeling</u> undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

- 1. Work Scope _____ 10 Acoustical Ceilings & Treatment
 - a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:
- S 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:

\$

Becker Public Schools-ISD 726 Primary / EEC Additions & Remodel S

\$

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

for the Combi	ined Ba	se Bid Sum of:			
\$					\$
UNIT PRICES:	1				
Unit Price No.	1: S	oil Corrections – Cost pe	er Cubic Yard		
	\$				\$
ALTERNATES	:				
contro	e a cos Is as id	ontrols t (add/deduct/no chang entified in the Drawings ols by Alerton			sary to provide and install
	\$				\$
b.	Contr	ols by Automated Logic			
	\$				\$
		the following Addenda 1 ledged (provide Addend		uments and thei	r costs being incorporated
Addenda No.	1	Dated 7-25-22	Addenda No.	3 Dated 8	-5-22

Addenda No Dated2 Dated Addenda No Dated	lenda No. <u>2</u>	Addenda No. <u>2</u> Da	ated 8-1-22	Addenda No	Dated	
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Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in <u>Minnesota State</u> Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

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

Street Address:9449	Science Center	r Drive Ste #1	00		
City:New Hope		State: _	MN	Zip:	55428
Phone Number: 763-53	5-6697	_Fax Number: _	763-53	5-530	9
Name (typed or printed);	Derek Brinke	r			
Signature:		/			
Title: Vice Presiden	t				
Date: <u>8-11-22</u>					

END OF SECTION 00 41 13

CNA SURETY

Bid Bond

CONTRACTOR:

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

OWNER:

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

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

PROJECT:

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

Work Scope 10 – Acoustical Ceilings & Treatment

Bond No. Bid Bond

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

151 N. Franklin Street 17th Floor Chicago, IL 60606

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

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

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

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

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

Signed and sealed this day of Aug	<u>ust, 2022</u> .
Inlittaupert	Twin City Acoustics, Inc. (Seal)
(Wityldes)	(TT: 1) Dave Brielen Dresident
	(<i>Title</i>) Dave Brinker, President
1 Internet	Western Surety Company
	(Surety) (Seal)
(Witness)	Chul
	(Title) Gal T. Hayes, Attomey-In-Fact
U	

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

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

ACKNOWLEDGMENT OF PRINCIPAL

Minnesota State of

County of Hennepin

On this 11 day of (μ_{1} , 20 $\partial \lambda$ 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.



PUBLIC

NOTARY PUBLIC

(SEAL)

ACKNOWLEGEMENT OF SURETY

State of North Dakota		
County of Cass		
On this <u>11th</u> day of <u>aug</u> North Dakota person	gurt, <u>20 み</u> before me a Notary ally appeared Gail T. Hayes	Public in and for the State of know to be the
Attorney-In-Fact		e within instrument and who
executed the same and ack	nowledge to me the he/she execute	ed the same for on behalf of the
said Surety.	(2 24
AMY GLANZED		14mx

(SEAL)

Notary Public State of North Dakota My Commission Expires Sept. 24, 202

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

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

State of South Dakota County of Minnehaha

SS

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

My commission expires

March 2, 2026

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🕴 M. BENT 📫	
GAL NOTARY PUBLIC SAL	
(SEAL) SOUTH DAVOTA (SEAL)	
· + · · · · · · · · · · · · · · · · · ·	

M Ben 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

Relson

Form F4280-7-2012

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



PITRIM

WESTERN SURETY COMPANY

aul T. Bruflat, Vice President

PROPOSAL BID FORM

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

BID FROM: SONUS Int. 6325 Sandburgs Bd 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 <u>Becker Public Schools-Primary/EEC - Additions & Remodeling</u> undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

\$

1. Work scope -10 Acoustical Ceilings and Houstical Treatments

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

5 ON chundred Fifty Thousand Ninehundred Ninety Fire

- 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 Primary / EEC Additions & Remodel

Addendum #2 8/1/22

\$

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

for the Combi	ned Base Bid Sum of:		
\$		\$	
UNIT PRICES:			
Unit Price No.	1: Soil Corrections – Cost per Cubic Yard		
	\$		\$
ALTERNATES:			
control	: Controls e a cost (add/deduct/no change) for all materials and labor nece s as identified in the Drawings and Specifications. Controls by Alerton	essary t	o provide and install
	\$		\$
b.	Controls by Automated Logic		
	\$		\$
	ipt of the following Addenda to the Contract Documents and th cknowledged (provide Addenda numbers below):	eir cost	s being incorporated

Addenda No.	Dated 7-25-2022	Addenda No.	Dated 8-5-2022
Addenda No. 📿	Dated 8-1-2027	Addenda No	Dated

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

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

Street Address: 6325 Sundburg Rd Snite 800
city: Golden Valley State: MN Zip: 55427
Phone Number: 767-557-0720 Fax Number: 763-557-0845
Name (typed or printed): JASON Plumley
Signature
Title: Project Manager
Date: 8-11-2022

END OF SECTION 00 41 13

3

THE **CINCINNATI INSURANCE COMPANY**

CINCINNATI, OHIO

Bid Bond

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

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

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

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 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 day of August

(Witness)

2022 Sonus Interiors, Inc. (Principal) (Seal)

(Surety)

Dollars (\$ 5% of bid

١.

Jason Humley Bv:

(Title)

(Seal)

Peter Follese By: 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.

S-2000-AIA (6/08) PUBLIC

Jason Plumley/ Project Manager THE CINCINNATI INSURANCE COMPANY

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

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that it was so aff	ixed by order of the Board o		
that it was so aff	ixed by order of the Board o	of Directors of said corporation	; and that signed name thereto by like order.
foregoing instru		eal of said corporation; that the	the corporation described in and which executed the escal affixed to said instrument is such corporate seal;
			s the Project Manager President
<u></u>			wn, who being by me duly sworn, did depose and say
On the	1th day of	August	, 2022 , before me, personally appeared
COUNTY OF	Hennipin	SS	
STATE OF	Minnesota	85	
	C	ORPORATE ACKNOWL	EDGMENT
(Notariai	Seal)	My Commission Expires	S
			County
known to be the		who executed the foregoing i	nstrument, as Principal, and acknowledged to me that
		eared,	2022, before me, a Notary Public
	day of		2022
On the			
COUNTY OF		SS	

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

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

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

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

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

Five Million and No/100 Dollars (\$5,000,000,00).

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

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

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

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

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



STATE OF OHIO) ss: COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY

Vice President

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



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

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

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



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Secretary

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726 **12000 2**nd **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 <u>Becker Public Schools-Primary/EEC - Additions & Remodeling</u> undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

- 1. Work Scope 10- 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

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

\$ N/A	\$ N/A

Becker Public Schools-ISD 726 Primary / EEC Additions & Remodel

1

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 Ś **UNIT PRICES:** Unit Price No. 1: Soil Corrections - Cost per Cubic Yard \$ N/A N/A Ś **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 \$ <u>N/A</u> N/A \$ Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. <u>1</u>	Dated	07/25/2022	Addenda No. <u>3</u>	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 <u>Minnesota State</u> <u>Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.</u> Subdivision 3. Minimum criteria.

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

Street Address:8750 Jefferson Hwy	
City: Maple Grove	State: <u>MN</u> Zip: <u>55369</u>
Phone Number:763-416-2891	Fax Number: <u>N/A</u>
Name (typed or printed): <u>Jeremy Pittman</u>	
Signature:	
Title: Project Manager	
Date:08/11/2022	

END OF SECTION 00 41 13



AIA Document A310[™] – 2010

Bond No. RB0089845

Bid Bond

CONTRACTOR: Name, legal status and address) Minnesota Acoustics Inc. 8750 Jefferson Highway

Maple Grove, MN 55369

OWNER: (Name, legal status and address)

ISD#726-Becker Public Schools

SURETY:

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

Granite Re, Inc. 14001 Qualibrook Drive

Oklahoma City, OK 73134

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

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

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

PROJECT: Becker 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 Aco (Principal (Seal) (Title Granite Re. (Surety) (Seal) (Title)Troy Staples, Attorney-in-Fact

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

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ACKNOWLEDGMENT 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 ac	knowledge(s) to me that he/she executed the same.
	Notary Public
ACKNOW	/LEDGMENT OF PRINCIPAL (Partnership)
State of)	
)	
County of) On this day o	f, 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 acknow	ledges to me that he/she executed the same as for the act and deed of the said co-partnership.
	Notary Public
ACKNOM	EDCMENT OF DDINCIDAL (Corporation)
ACKNOW	LEDGMENT OF PRINCIPAL (Corporation)
State of)	
County of Hangpin)	
Qn this day of	Angust in the year 2022 before me personally come(s) to me known, who, being duly swom, deposes and says that he/she is
LASSA DITIMAN	to me known who being duly swom denoses and says that be/che is
the Drexident	of the MINNESSTU ALOUGTICS, INC
and the	the corporation described in and which executed the foregoing instrument; that he/she knows the seal
of the said corporation; the seal affixed to the	said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said
	ne thereto by like order.
STACY LALAMA	Stalla (10, man
Notary Public Minnesota	Notary Public
My Commission Expires Jan 31, 2025	
Jan St, 2025	ACKNOWLEDGMENT OF SURETY
State of Minnesota)	
County of <u>Dakota</u>)	
	ear 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.

1

ANDREA MARGE CONNOLLY-DEED NOTARY PUBLIC - MINNEBOTA My Commission Expires Jan. 31, 2025

Notary Public

GRANITE RE. INC. GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

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

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

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

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

STATE OF OKLAHOMA) -)

COUNTY OF OKLAHOMA)

SS:

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

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

August

2022



Kenneth D. Whittington, President

P. McDonald, Assistant Secretary

GRANITE RE, INC. Certificate

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

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

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



Mon

Kyle P. McDonald, Assistant Secretary

GR0800-1

10th day of

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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 <u>Becker Public Schools-Primary/EEC - Additions & Remodeling</u> undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

- 1. Work Scope _____11 Flooring and Tile
 - a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:
- 5 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

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а.

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 thei into the Bid is acknowledged (provide Addenda numbers below):	
Addenda No. 1 Dated 07/25/2022 Addenda No. 3 Dated 0	08/05/2022

Addenda No. 2 Dated 08/01/2022 Addenda No. Dated _____

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

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

Street Address:	1175 Eagan Indu	strial Road			
City:	Eagan	State: _	MN	Zip: _	55121
Phone Number:	651-994-4140	Fax Number:	651-45	2-2701	
Name (typed or prin Signature:	011	Hase			
Title:	Senior Project	Manager			
Date:08/11/2022	2				

END OF SECTION 00 41 13

Bid Bond

'n.

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 a

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

Western Surety Company 151 N Franklin Street Chicago, IL 60606

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

(Name, location or address, and Project number, if any) Becker Public Schools Primary/EEC Additions & Remodeling, WS 11: Flooring and Tile

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

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CORPORATE ACKNOWLEDGMENT

State of_	Minnesota)
) ss
County of	f Dakota)

On this <u>11th</u> day of <u>August</u> <u>2022</u>, before me appeared <u>Gregory P. Grazzini</u>, to me personally known, who, being by me duly sworn, did say that he/she is the <u>President/CEO</u> of <u>Grazzini Brothers & Company</u>, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and that said <u>Gregory P. Grazzini</u> acknowledged said instrument to be the free act and deed of said corporation.

THERE	MONIQUE M NAVARRETTE	monie	winner	throw	I
à-sei)	Notary Public Minnesota My Commission Expires Jan 31, 2026	Notary Public My commissio		County,/31/2026	Minnesota

SURETY ACKNOWLEDGMENT

State of	Minnesota)
) ss
County of	Hennepin)

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

LIN ULVEN NOTARY PUBLIC MINNESOTA My Commission Expires Jan. 31, 2025

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

State of South Dakota County of Minnehaha

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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

M Bent

CERTIFICATE

M. Bent, Notary Public

aul T. Bruflat, Vice President

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



WESTERN SURETY COMPANY

J. Nelson, Assistant Secretary

Form F4280-7-2012

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

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726 **12000 2nd 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 <u>Becker Public Schools-Primary/EEC - Additions & Remodeling</u> undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

- 1. Work Scope _____11 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

Becker Public Schools-ISD 726 Primary / EEC Additions & Remodel

Addendum #2 8/1/22

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4. COMBINED WORK SCOPE BID

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

		\$ N/A	
NIT PRICES	5:		
nit Price No.	. 1: Soil Corrections – Cost per Cubic Yard		
	\$	\$	N/A
LTERNATES): 		
ternate No. 1. Provid contro): 	or necessary to pro	vide and inst
ternate No. 1. Provid contro	5: 1: Controls de a cost (add/deduct/no change) for all materials and lab ols as identified in the Drawings and Specifications.	or necessary to pro	vide and inst N/A
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ternate No. 1. Provid contro a.	5: 1: Controls de a cost (add/deduct/no change) for all materials and lab ols as identified in the Drawings and Specifications. Controls by Alerton \$		

Addenda No. <u>1</u>	Dated _//25/22	_Addenda No. <u>3</u>	_ Dated _	8/5/22
Addenda No2	Dated8/1/22	_ 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 <u>Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.</u> Subdivision 3. Minimum criteria.

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

Street Address:26 1st Ave N				
City:Waite Park	State:	MN	Zip:	56387
Phone Number: 520.253.5078 Fa>	Number: _			
Name (typed or printed). Manuel Cuevas				
Signature:Manual Cuevas				
Title: Sr. Project Manager				
Date:8/10/22				

END OF SECTION 00 41 13



AIA Document A310™ – 2010

SURETY:

business)

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

Granite Re. Inc. 14001 Quailbrook Drive

Oklahoma City, OK 73134

(Name, legal status and principal place of 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

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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 (I) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

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

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

(Witness)	M.C.I. Inc. DBA Multiple Concepts Interiors (Principal) (Seal
Witness)	(Title) Granite Re, Inc. (Surety) (Seal
CAUTION: You should sign an original AIA Contract Docu changes will not be obscured.	(Title)Troy Staples, Attorney-In-Fact

	CKNOWLEDGME	
State of)	
County of	2	
On this	day of	, in the year, before me personally
		to me known and known to me to be the person(s) who (is) (are) de
and executed the foregoing instrun	nent and acknowledge(s) to me	that he/she executed the same.
		Notary Public
AC	KNOWLEDGMEN	T OF PRINCIPAL (Partnership)
State of))	
County of)		
	day of	
		, in the year, before me personally , a member of the co-partnership of
		to me known and known to me to be the person who is describe
executed the foregoing instrument a	and acknowledges to me that h	e/she executed the same as for the act and deed of the said co-partnership.
		Notary Public
		notary robic
State of) County of)	KNOWLEDGMENI	OF PRINCIPAL (Corporation)
State of <u>MN</u>) County of <u>StearNS</u>) On this 11	day of August	in the vort $\partial Q = 2$ before $u = 1$
State of <u>MN</u>) County of <u>StearNS</u>) On this <u>11</u> <u>Mannel</u>	day of <u>August</u> Cneras	in the year 2022 before me personally of the known, who, being duly sworp, denoses and save that b
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State of \underline{MN}) County of $\underline{StearNS}$) On this \underline{II} \underline{Mannel} the \underline{VP} of the said corporation; the seal affix corporation, and that he/she signed the State of <u>Minnesota</u>) County of <u>Dakota</u>) On this <u>9th</u> day of <u>August</u> , of personally acquainted, and who, I and which executed the within instru	day of <u>August</u> <u>Cneras</u> of the <u>Ma</u> the corporation d ted to the said instrument is such his/her name thereto by like orce ACKNOWLE in the year <u>2022</u> , before me p being by me duly sworn, says t iment; that he/she know(s) the	in the year 2022 before me personally of to me known, who, being duly swom, deposes and says that h c.T., T
State of \underline{MN}) County of $\underline{StearNS}$) On this \underline{II} \underline{Mannel} the \underline{VP} of the said corporation; the seal affix corporation, and that he/she signed the State of <u>Minnesota</u>) County of <u>Dakota</u>) On this <u>9th</u> day of <u>August</u> , of personally acquainted, and who, I and which executed the within instru	day of <u>August</u> <u>Cneras</u> of the <u>Ma</u> the corporation d ted to the said instrument is such his/her name thereto by like orce ACKNOWLE in the year <u>2022</u> , before me p being by me duly sworn, says t iment; that he/she know(s) the	in the year 2022 before me personally of to me known, who, being duly swom, deposes and says that h c.T. T
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State of \underline{MN}) County of $\underline{SteanNS}$) On this \underline{II} \underline{Mannel} the \underline{NP} of the said corporation; the seal affix corporation, and that he/she signed h State of <u>Minnesota</u>) County of <u>Dakota</u>) County of <u>Dakota</u>) County of <u>Dakota</u>) On this <u>9th</u> day of <u>August</u> , m personally acquainted, and who, I nd which executed the within instru- uch corporate seal and that it was afficient to the self-opprover by like order ANDREA MARIE CONNOLLY-D NOTARY PUBLIC - MINNESO	day of <u>August</u> <u>Cnevas</u> of the <u>Mu</u> the corporation d ted to the said instrument is suc his/her name thereto by like ord ACKNOWLE in the year <u>2022</u> , before me p being by me duly sworn, says t iment; that he/she know(s) the fixed by order of the Board of C	in the year 2020 before me personally of to me known, who, being duly swom, deposes and says that hour to me known, who, being duly swom, deposes and says that hour to me known, who, being duly swom, deposes and says that hour to me known, who, being duly swom, deposes and says that hour to me known, who, being duly swom, deposes and says that hour to me known, who, being duly swom, deposes and says that hour to me known, who, being duly swom, deposes and says that hour to me known, who, being duly swom, deposes and says that hour to me known, who, being duly swom, deposes and says that hour to me known, who, being duly swom, deposes and says that hour to me known, who, being duly swom, deposes and says that he hour to me known, who and which executed the foregoing instrument; that he/she knows the hour public to me known of the Board of Directors for the Board of Directors of said company, and that he/she signed said instrument as Attorney Directors of said company, and that he/she signed said instrument as Attorney to the me hour to me ho
State of \underline{MN}) County of $\underline{StearNS}$) On this \underline{II} \underline{Mannel} the \underline{NP} of the said corporation; the seal affix corporation, and that he/she signed h State of <u>Minnesota</u>) County of <u>Dakota</u>) County of <u>Dakota</u>) On this <u>9th</u> day of <u>August</u> , in personally acquainted, and who, h and which executed the within instru- uch corporate seal and that it was afficient to the said compare by like order ANDREA MARIE CONNOLLY-D	day of <u>August</u> <u>Cnevas</u> of the <u>Mu</u> the corporation d ted to the said instrument is suc his/her name thereto by like ord ACKNOWLE in the year <u>2022</u> , before me p being by me duly sworn, says t iment; that he/she know(s) the fixed by order of the Board of C	in the year 2022, before me personally to me known, who, being duly sworn, deposes and says that h CT, TMC, escribed in and which executed the foregoing instrument; that he/she knows th corporate seal; that it was so affixed by the order of the Board of Directors for. Notary Public DGMENT OF SURETY EDGMENT OF SURETY Personally come(s) Troy Staples, Attorney(s)-in-Fact of Granite Re, Inc. with v that he/she is (are) the Attorney(s)-in-Fact of Granite Re, Inc. company descri- e corporate seal of such company; and that seal affixed to the within instrument;
State of \underline{MN}) County of $\underline{SfearNS}$) On this \underline{II} \underline{Mannel} the \underline{NP} of the said corporation; the seal affix orporation, and that he/she signed h tate of <u>Minnesota</u>) ounty of <u>Dakota</u>) On this <u>9th</u> day of <u>August</u> , m personally acquainted, and who, I on this <u>9th</u> day of <u>August</u> , m personally acquainted, and who, I and which executed the within instru- with corporate seal and that it was afficient to the said compare by like order ANDREA MARIE CONNOLLY-D NOTARY PUBLIC - MINNESO	day of <u>August</u> <u>Cnevas</u> of the <u>Mu</u> the corporation d ted to the said instrument is suc his/her name thereto by like ord ACKNOWLE in the year <u>2022</u> , before me p being by me duly sworn, says t iment; that he/she know(s) the fixed by order of the Board of C	in the year 2020 before me personally to me known, who, being duly swom, deposes and says that h CT. Twc., escribed in and which executed the foregoing instrument; that he/she knows ch corporate seal; that it was so affixed by the order of the Board of Directors ther. Notary Public Working Public DGMENT OF SURETY DEFFREY MICHAEL N NOTARY PUBLIC - MINNES WY COMMISSION EXPIRES O ersonally come(s) Troy Staples, Attorney(s)-in-Fact of Granite Re, Inc, with v that he/she is (are) the Attorney(s)-in-Fact of Granite Re, Inc, company descr e corporate seal of such company; and that seal affixed to the within instrum Directors of said company, and that he/she signed said instrument as Attorney MACMA

GRANITE RE, INC. GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

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

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

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

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

STATE OF OKLAHOMA)) COUNTY OF OKLAHOMA) S PAL

Kenneth D. Whittington, President

MNN

yie P. McDonald, Assistant Secretary

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

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

SS:



Bethany & alred

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	l has subscribe	d this estimate and affixed the cornorate seal of	the Cornection this
day of	August ,	2022	ed this condition and affixed the corporate seal of t	cine Corporation this

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filling and a second second

KL MMW

Kyle P. McDonald, Assistant Secretary

GR0800-1

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726 **12000 2nd 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 <u>Becker Public Schools-Primary/EEC - Additions & Remodeling</u> undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

- 1. Work Scope #12 Fire Suppression
 - a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

s 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 no controls as identified in the Drawings and Specifications. a. Controls by Alerton 	ecessary to provide and instal
\$No Change	\$ 0.00
b. Controls by Automated Logic	
\$No Change	\$ 0.00
<u>Addenda</u> : Receipt of the following Addenda to the Contract Documents and into the Bid is acknowledged (provide Addenda numbers below):	their costs being incorporated

Addenda No. $_1$	Dated 7/25/22	Addenda No2	Dated 8/1/22
Addenda No. <u>3</u>	Dated 8/5/22	_Addenda No	Dated

2

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

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

Street Address:418 Great Oak Dr	cive
City:Waite Park	State: Zip:56387
Phone Number: <u>320-257-6390</u>	Fax Number: <u>320-257-6392</u>
Name (typed or printed): Chad Larse Signature:	n
Title: Estimator	
Date: August 11th, 2022	

END OF SECTION 00 41 13

2

3



Bid Bond

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

Waite Park, MN 56387

OWNER: (Name, legal status and address)

ISD#726-Becker Public Schools

SURETY:

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

XL Specialty Insurance Company 505 Eagleview Blvd., Suite 100

Exton, PA 19341

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

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

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

PROJECT: Becker 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 (I) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

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

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

Signed and sealed this 4th may of August, 2022

(Witness)

(Principal)	(Seal)
(Title) Fig Protection Mangon XL Specialty Insurance Company	
(Surety)	(Seal)

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

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Init

ACKNOWLEDGMENT OF	PRINCIPAL (Individual)
State of)	
) County of)	
	, in the year, before me personally come(s) o 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/s	she executed the same.
	Notary Public
ACKNOWLEDGMENT OF	PRINCIPAL (Partnership)
State of)	
) County of)	
On this day of,	a member of the co-partnership of
executed the foregoing instrument and acknowledges to me that he/she executed	to me known and known to me to be the person who is described in and ecuted 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)	
	in the year 2022, before me personally come(s), to me known, who, being duly swom, deposes and says that he/she is mit Fire Protection
	I in and which executed the foregoing instrument; that he/she knows the seal prate 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
ACKNOWLEDGM	Jennifer Lynn Roehl
State of <u>Minnesota</u>)	Notary Public - Minnesota My Commission Expires January 31, 2024
) County of <u>Dakota</u>)	
On this <u>4th</u> day of <u>August</u> , in the year <u>2022</u> , before me perso	nally come(s) Jennifer Boyles, Attorney(s)-in-Fact of XL Specialty Insurance
	duly swom, says that he/she is (are) the Attorney(s)-in-Fact of XL Speciality
Insurance Company company described in and which executed the within in	nstrument; that he/she know(s) the corporate seal of such company; and that

Insurance Company company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.



Notary Public



Power of Attorney XL Specialty Insurance Company XL Reinsurance America Inc.

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

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

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

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

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

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

An CBC

Gregory Boal, VICE PRESIDENT

aregory boar, vice ina

Attest:

by:

Kein M Min

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.

> Commonwealth of Pennsylvania - Notary Seat S Grace Freed-Brown, Notary Public Chester County My commission expires March 5, 2026 Commission number 1322812

Member, Pennsylvania Association of Notaries

A. queladorous

S. Grace Freed-Brown, NOTARY PUBLIC



STATE OF PENNSYLVANIA COUNTY OF CHESTER

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

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

Becker	r, MN 55308	
	Breth-Zenzon Live Risterion	
{	8053 Sterling Drive -Stelos	
S.	1. 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 <u>Becker Public Schools-Middle School/High School Additions & Remodeling</u> undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope <u>12-Fire Suffession</u> a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum

of: ~ Housand five hundred twenty \$ /

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

\$

- 3. Work Scope _____
 - 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 \$ \$

1

Addendum #1 7/18/22 Addendum #3 7/29/22

4. COMBINED WORK SCOPE BID

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

NIA

for the Combined Base Bid Sum of:

s NA s

UNIT PRICES:

Unit Price No. 1:	Soil Corrections – Cost per Cubic Yard	
\$	NL	\$ 4

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

e. Controls by Automated Logic with approved installation by Automated Technologies



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

Addenda No	Dated 7-18-22	Addenda No. <u>3</u>	Dated 7-29-22
Addenda No2	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 <u>Minnesota State</u> <u>Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.</u> Subdivision 3. Minimum criteria.

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

Street Address: 8053 Strling Dr.ve_ Su.	te rul
City: J. Joseph State: MN	Zip: 56374
Phone Number: 320-3630900 Fax Number: 3	20-363-0901
Name (typed or printed):AndyBreff	
Signature	
Title: Farher	
Date: 8-4-22	

END OF SECTION 00 41 13

MAIA[°] Document A310[™] – 2010

Bid Bond

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

 8053 Sterling Drive, Suite 101
 175 Berkeley

 St. Joseph, MN 56374
 Boston, MA

 OWNER:
 Boston, MA

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

 Becker, MN 55308
 BOND AMOUNT: ***FIVE PERCENT OF AMOUNT BID***

PROJECT:

Init.

(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 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 Au	igust 2022 Breth-Zenzen Fire Prot	ection. LLC	
(Witness)			(Principal)		(Seal)
1			(Title)		
- Amplin S	S A Curc	17	Liberty Mutual Insurant (Surety)	ce Company	(Seal)
(Wirness)			- <u> </u>		(DEUI)
			(Title) Thomas O. Chamb	ers, Attorney-in-Fact	WE COL'
				67	JAT TO THE
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any portion of it, may result in sev Purchasers are permitted to reprodu The American Institute of Architects'	cetten (10) copies of	This document with	en completed. To report copyright vi	im extent possible under the li iolations of AIA Contract Docum	rents, omail
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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

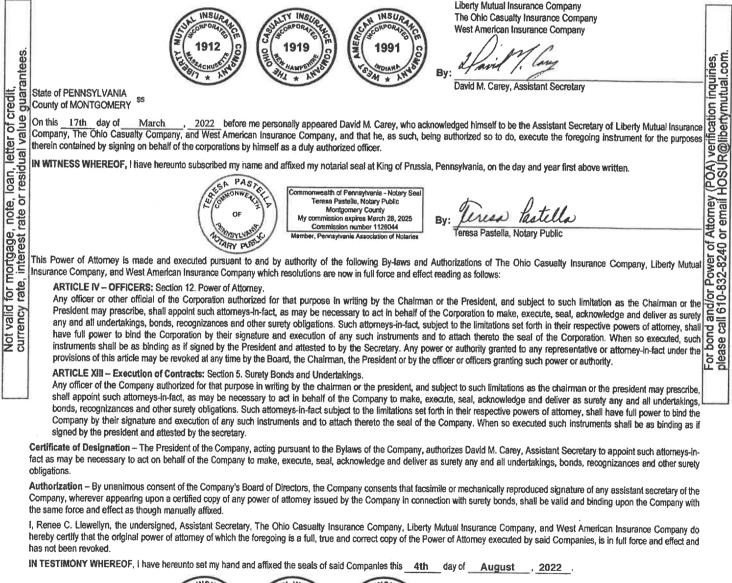
Certificate No: 8207515-969054

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, <u>Chelsea A.</u> Bremer; David J. Rudnik; Eric Olson; Kimberly S. Rasch; Thomas O. Chambers; Todd Schaan

all of the city of <u>Franksville</u> state of <u>WI</u> 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 <u>17th</u> day of <u>March</u>, <u>2022</u>.





LMS-12873 LMIC OCIC WAIC Multi Co 02/21

STATE OF WISCONSIN)

COUNTY OF Racine

ON THIS ______ 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

)

of <u>Massachusetts</u>, created, organized and existing under and by virtue of the laws of the State of <u>Massachusetts</u>; 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 <u>Thomas O. Chambers</u> did acknowledge that he/she executed the said instrument as the free act and deed of said Company.

u shilds

Jack e Sheldon Notary Public, Racine County, Wisconsin My Commission Expires 2/13/2023

_____, a corporation



SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726 **12000 2nd 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 <u>Becker Public Schools-Primary/EEC - Additions & Remodeling</u> undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope #13 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. 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:

\$

\$

\$2,517,000.00

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 neces controls as identified in the Drawings and Specifications. a. Controls by Alerton	ssary to provide and install
\$ ADD THREE HUNDRED	\$ + 300.00
b. Controls by Automated Logic	
S Deduct THELVE 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. <u>1</u>	Dated <u>7/25/22</u>	_Addenda No. <u>3</u>	Dated <u>8/5/22</u>
Addenda No. <u>2</u>	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 <u>Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.</u> Subdivision 3. Minimum criteria.

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

Street Address:1700 Freeway BLVD Suite 10			
City: Brooklyn Center	State:MN	Zip:	55430
Phone Number: <u>763-786-5999</u>	Fax Number:	763-786-389	93
Name (typed or printed): <u>Dave Overb</u> oorbooks Signature: Dave Development Signature: Dave Development Signature: Dave Development Dave Development Signature: Dave Development Dave Development Signature: Dave Development Dave Development Signature: Dave Development Dave Development Signature: Dave Development	eek		
Title: <u>Construction Manager</u>			
Date:8/11/22			

END OF SECTION 00 41 13

3



Bond No. RB0089823

Bid Bond

CONTRACTOR: Name, legal status and address) Climate Makers, Inc. 1700 Freeway Boulevard, Suite 10

Brooklyn Center, MN 55430

OWNER: (Name, legal status and address)

ISD#726-Becker Public Schools

SURETY:

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

Granite Re, Inc. 14001 Quailbrook Drive

Oklahoma City, OK 73134

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

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

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

PROJECT: Becker 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 (I) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to exceed the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

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

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

Signed and sealed this 5th day of August, 2022

(Witness)	r a
(bri	Fenil
(Witness)	

Climate Makers, Inc. (Principal)	(Seal)
(Title) CONSTRUCTION MANAGER	
Grante Re, Inc. (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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ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of)	
County 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 he/she executed the same.
	Notary Public
	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	e executed the same as for the act and deed of the said co-partnership.
	Notary Public
ACKNOWLEDGMENT O	F PRINCIPAL (Corporation)
State of)	
County of CROW WING	
On this 11th day of AUGUST	, in the year 2022, before me personally come(s)
DAVE OVERVISEDIC	, to me known, who, being duly swom, deposes and says that he/she is
the CONSTRUCTION MANAGER of the CUM	INTE MAKERS, INC.
	ribed 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 of corporation, and that he/she signed his/her name thereto by like order.	corporate seal; that it was so affixed by the order of the Board of Directors of said
	m111111
	Notary Public
	Notal y Fublic
ACKNOWLED	GMENT OF SURETY MARK L ONDRACEK
State of Minnesota)	Notary Public, State of Minnesota My Commission Expires
) County of <u>Dakota</u>)	January 31, 2024
On this 5th day of August, in the year 2022, before me perso	nally come(s) <u>Jennifer Boyles</u> , Attorney(s)-in-Fact of <u>Granite Re, Inc.</u> with whom I
	t 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 α	proprate seal of such company; and that seal affixed to the within instrument is
in the second	ectors of said company, and that he/she signed said instrument as Attorney(s)-in-
Fact of the said company by like order	

TONI L. FERRILL NOTARY PUBLIC - MINNESOTA My Commission Expires Jan. 31, 2027

Notary Public

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. FRANÇOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

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

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

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

STATE OF OKLAHOMA)))) COUNTY OF OKLAHOMA)

2 miles

SS:

yle P. McDonald, Assistant Secretary

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

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



Bethany

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

______ day of ______ August _____ 2022



1 WIMAN

Kyle P. McDonald, Assistant Secretary

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

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

BID FROM:	RJ Mechanica	21, Inc.
	PO Box 373	901 N Industrial Park Rd.
·	Morz, MN	5505

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 <u>Becker Public Schools-Primary/EEC - Additions & Remodeling</u> undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

	1.	Work Scope 13 Mechanical
		a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum
		of: gno/nor
\$_	Tu	so million two hundred seven thousand \$2,207,000.00
	2.	Work Scope
	2.	a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:
\$_		\$
	3.	Work Scope
		 The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:
\$_		\$

1

Becker Public Schools-ISD 726 Primary / EEC Additions & Remodel

Addendum #2 8/1/22

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

controls by Automated Logic s 64,848,00 (Add)

\$64

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

Addenda No. 🔜	Dated 7/26/22	Addenda No	Dated 2/01/22	5
Addenda No. <u>3</u>		Addenda No	Dated	

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

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

Street Address: 901 N Indu	strial Pa	rk Ra	1.	
City: Mora	State:	MN	Zip:	55051
Phone Number: <u>320.679-0602</u>	Fax Number: _	320-	679-	0356
Name (typed or printed), Mike	Tickson			
Signature: Make Earl	h			
Title: Vice President	· · · · · · · · · · · · · · · · · · ·			
Date: 8/10/22				

END OF SECTION 00 41 13



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

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

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

PROJECT:

Init.

(Name, location or address, and Project number, if any) Becker Public Schools 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 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 autor	August R. J. Mec	The	En	(Seal)
(Witness)	heldon	(Title) Hudson Ir (Surety) (Title)	surance Com	pany 2	(Seal)
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The American Institute of Architecte	' legal counsel, copyright@aia.c	rg.			a miles



POWER OF ATTORNEY

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

Thomas O. Chambers and Todd Schaap

of the State of Wisconsin

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

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

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this <u>3rd</u> day of <u>June</u>, 20 <u>22</u> at New York, New York.

Attest..... Dina Daskalakis Corporate Secretary

STATE OF NEW YORK COUNTY OF NEW YORK. SS HUDSON INSURANCE COMPANY

ANN MURPHY

No. 01MU6067553 Qualified in Nassau County

Rv. Michael P. Cifone Senior Vice President

H. Mer

Commission Expires December 10, 2025

Notary Public, State of New York

On the <u>3rd</u> day of <u>June</u>, 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.



COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies:

SS.

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

CERTIFICATION

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

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

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

Witness the hand of the undersigned and the seal of said Corporation this 11th August 2022 day of Bv..... Dina Daskalakis, Corporate Secretary

STATE OF WISCONSIN)

COUNTY OF Kenosha

)

ON THIS ______ day of August 2022 1 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.

0 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 2nd St. SE Becker, MN 55308

BID FROM: SPUTYA-SOTA SHEET METAL INC. 3075 3° STREET SOUTH WAITE PARK MW 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 <u>Becker Public Schools-Primary/EEC - Additions & Remodeling</u> undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 13 MBCHANICAL

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

5 Two mellion thinky-three thousand dollars \$2.033,000

- 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:

\$

S

4. COMBINED WORK SCOPE BID

9) II.

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 neces controls as identified in the Drawings and Specifications. a. Controls by Alerton	
+ somethousand dollars	+ \$1.000
b. Controls by Automated Logic	
- student thousand dollars	- \$ 12.000°

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

Addenda No	Dated 7-25-22	Addenda No. <u>3</u>	Dated 8-5-22
Addenda No	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 <u>Minnesota State</u> <u>Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.</u> Subdivision 3. Minimum criteria.

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

Street Address: <u>3075</u> 3 ^{PD} ST	USE SOUTH	
City: WATE PAR	State: <u>MN</u>	_Zip: <u>56387</u>
Phone Number: <u>320. 252. 3992</u>		252.5479
Name (typed or printed):	ROPP	
Signature:		
Title: V. Wesinish		
Date: 8-11-22		

END OF SECTION 00 41 13

الا 104 ها. اس محمر الا

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

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 this10th	day of	August	2022	
\bigcirc	(Witness)	Sentra Sota Sheetme (Principal) By:	tal, Inc. Perturt	(Seal)
0. 11. 00			d- tresident	(Title)
Ama M Pluss.	(Witness)	OHIO FARMERS INSU (Surety) By:	RANCE COMPANY	(Seal)
		Kathryn Brophy, At	torney-In-Fact	(Title)

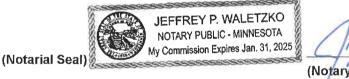
Printed with permission from The American Institute of Architects (AIA) and the Surety & Fidelity Association of America (SFAA) by Westfield Group[®]. Westfield Group vouches that the language in the document conforms exactly to the language used in AIA Document A310™ 2010.

BD5084 OFWWN (10/2010)

CORPORATE ACKNOWLEDGEMENT

STATE OF MUN Soft COUNTY OF 🖌

On the <u>0</u> day of <u>0</u>, 20<u>02</u>, before me, personally appeared <u>0</u>, to me known, who being by me duly sworn, did depose and say that (s)he resides in <u>57.Ccomm</u>, that (s)he is the <u>President of</u> the corporation described in and which executed the foregoing instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that (s)he signed his/her name thereto by like order.



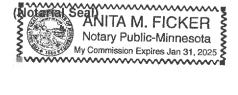
(Notary Signature)

ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF MINNESOTA

COUNTY OF STEARNS

On the 10th day of <u>August</u>, 2022, before me, appeared <u>Kathryn Brophy</u>, to me bersonally known, who being by me duly sworn, did say that (s)he is the aforesaid officer or attorney in fact of the <u>Ohio Farmers Insurance Company</u>, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the afoesaid officer acknowledged said instrument to be the free act and deed of said corporation.



anita M. Ficker

(Notary Signature)

General Power of Attorney

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

CERTIFIED COPY

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

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

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

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:

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 is liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

 "Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any power of attorney or certificate bearing facsimile signatures or facsimile held on February 8, 2000.

held on February 8, 2000). In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 30th day of NOVEMBER A.D., 2020.



County of Medina SS.:

WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Gary W. Stumper, National Surety Leader and Senior Executive

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 10th day of A.D., 2022



Secretar

Frank A. Carrino, Secretary

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools - ISD 726 12000 2nd St. SE Becker, MN 55308

BID FROM: Masters Flunding Heating & Cooling LLC 3446 St Huy 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 Machanical a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

s Two-million eleven thousand five-hundred \$2.011.500.00

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

\$ \$

3. Work Scope

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

\$

Becker Public Schools-ISD 726 Primary / EEC Additions & Remodel

Addendum #2 8/1/22

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:

\$

1

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 s One-thousand dollars

b. Controls by Automated Logic

DEDUCT & Twelve - thousand five hundred dollars

(\$12,500.00)

\$ 1,000.00

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

Addenda No. 🔟	Dated 7-25-22	_Addenda No. <u>3</u>	Dated 8-5-22
Addenda No. <u>2</u>	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 <u>Minnesota State</u> <u>Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.</u>

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

Street Address: 3446 St Huy	29 N
City: Alexandria	State: <u>MN</u> Zip: <u>56308</u>
Phone Number: <u>320 - 352 - 7065</u>	_Fax Number: <u>320-852-8043</u>
Name (typed or printed): Servery 1	Filleskjor
Signature:	
Title: President	
Date: 8-11-22	

END OF SECTION 00 41 13



Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we (Here insert full name and address or legal title of Contractor) 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 Obligee, hereinafter called the Obligee, in the sum of Five Percent (5%) of the Amount of the Bid Dollars (\$ 5%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

Becker Public Schools Primary/ EEC additions and remodeling- Work Scope 13: Mechanical

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligec 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	
Alinh Mensicute	ni an agus (dir ¹¹ at lana agus)	Masters PI (Principal)	umbing Heating and Cool	(Seal)
			wiss Be Corporate Solution	ons America
(Witness)	>	(Surety)	Ballen	SOLUTION SOLUTION
/ 2	\supset	(Title)	Name Alemdar Attorney-in-Fact	SEAL
AIA Document A310 TM - 1970. Copyright@	1963 and 1970 b	The American Institu	te of Architects	

AIA Document A310TH - 1970. Copyright @ 1963 and 1970 by The American Institute of Architects.

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT
STATE OF Minnesota
COUNTY OF DOUGLAS
On this day of Aug ust 2022 before me personally appeared <u>Jeremy Tillesty or</u> to me known, who being by me duly swom, that he is the <u>Prusident</u> of the <u>Masters Plumbing Heating Coding</u> the Limited Liability Compared department that he have a the seal of said 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.
ALICIA MORRISSETTE NOTARY PUBLIC MINNESOTA My Commission Expires Jan. 31, 2026 Notary Public, AUGA MUMSSULT
(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 Suriss 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.
JEFFREY MITCHELL SETTEM Notary Public - Minnesota My Commission Expires January 31, 2023
(Material Seal)

SWISS RE CORPORATE SOLUTIONS

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

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, 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."

SOLUTION ST
SEAL
Arssour Bonn

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



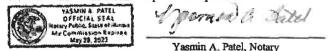
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC

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	20_22		
State of Illinois County of Cook	SS			

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

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



I, <u>leffrey Goldberg</u>, the duly elected <u>Senior Vice President and Assistant Secretary</u> of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 11th day of <u>AUGUST</u>, 20 22.

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

PROPOSAL BID FORM

안 된다. 그

BID TO: Becker Public Schools - ISD 726 12000 2nd 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

N/A

N/A

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

\$ Two Million One Handred Eighty Thousand Dollars \$2,180,000.00

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

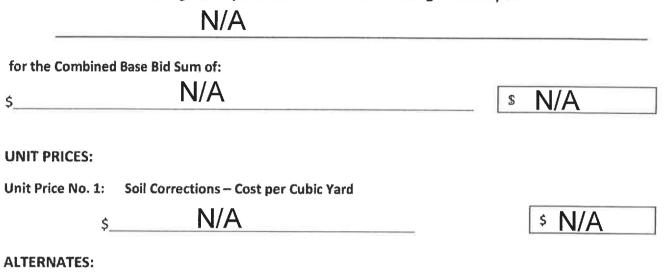
N/A S \$ N/A 3. Work Scope a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of: N/A N/A S \$

1

Becker Public Schools-ISD 726 Primary / EEC Additions & Remodel

4. COMBINED WORK SCOPE BID

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



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

5 Add - One Thousand Dollars

\$ 1000.00

\$ 7.000.00

b. Controls by Automated Logic

5 Deduct - Seven Thousand Dullars

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

Addenda No	Dated 7-25-22	_ Addenda No	_ Dated _	8-05-22
Addenda No	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 <u>Minnesota State</u> <u>Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.</u> Subdivision 3. Minimum criteria.

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

Street Address: 29 Wilson Ave	NE
_{City:} St. Cloud	State: <u>MN</u> Zip: <u>56304</u>
Phone Number: <u>320-252-3000</u>	Fax Number: <u>320-252-3046</u>
Name (typed or printed): Bruce Go Signature:	hmann
Title: President	
Date: 08/11/22	

END OF SECTION 00 41 13

1.00

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 this9th	day of	August , 2022	*
2.10		Weidner Plumbing and Heating	
1 of les	(Witness)	(Principal) By: Bran Johnon	(Seal)
\bigcirc			(Title)
13Nol	(Witness)	OHIO FARMERS INSURANCE COMPANY (Surety)	(Seal)
		By: Kith Blophy 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.

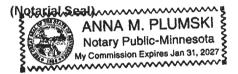
CORPORATE ACKNOWLEDGEMENT

STATE OF MINNESOTA

COUNTY OF STEARNS

On the <u>9th</u> day of <u>August</u>, 20<u>22</u>, before me, personally appeared <u>Bruce Gohmann</u>, to me known, who being by me duly sworn, did depose and say that (s)he resides in <u>Clearwater, MN</u>, that (s)he is the <u>President of</u> <u>Weidner Plumbing and Heating Co.</u> the corporation described in and which executed the foregoing instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that (s)he signed his/her name thereto by like order.

Inna M Plum STZ:



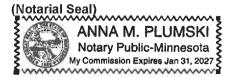
(Notary Signature)

ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF MINNESOTA

COUNTY OF STEARNS

On the <u>9th</u> day of <u>August</u>, 20<u>22</u>, before me, appeared <u>Kathryn Brophy</u>, to me personally known, who being by me duly sworn, did say that (s)he is the aforesaid officer or attorney in fact of the <u>Ohio Farmers Insurance Company</u>, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the afoesaid officer acknowledged said instrument to be the free act and deed of said corporation.



MA M Plumski

(Notary Signature)

General Power of Attorney

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

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these 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 MNits true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-- - - - - - - - - -

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

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).

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.



County of Medina

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)

Senior Executive

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

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



Frank anno Secretary

Frank A. Carrino, Secretary

BPOAC2 (combined) (06-02)

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726 12000 2nd 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 <u>Becker Public Schools-Primary/EEC - Additions & Remodeling</u> undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

	1.	Work Scope	13 - Mechanical	
		a. The Bidde of:	r agrees to perform all work in the above listed Work Scope for the Base Bid Su	ım
\$	t	vo milion	one hundred sixty-light \$2.168.000	
	2.	Work Scope		
			r agrees to perform all work in the above listed Work Scope for the Base Bid Su	ım
\$_			\$	
	3.		agrees to perform all work in the above listed Work Scope for the Base Bid Su	m
\$			\$	٦

Becker Public Schools-ISD 726 Primary / EEC Additions & Remodel

Addendum #2 8/1/22

4. COMBINED WORK SCOPE BID

5

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 nece controls as identified in the Drawings and Specifications.	essary to provide and install
2. Controls by Alertan	Add
Add & Eleventhousend five hundre	\$11,500
b. Controls by Automated Logic	ADA
Add 5 Sixty - the thousand five hunde	\$63,500
Addenda: Receipt of the following Addenda to the Contract Documents and the into the Bid is acknowledged (provide Addenda numbers below):	eir costs being incorporated

Addenda No. <u>1</u>	Dated	7/25/2022	Addenda No	2	Dated	8/1/2022	
Addenda No. <u>3</u>	Dated	8/5/2022	Addenda No		Dated		

2

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. Clo	ud	State:	MN Zip:	56304
Phone Number:	320-251-6861	A Fax Number:	320-251-93	390
Name (typed or p	printed):Jesse Wig	mer		
Signature:	- Al	N		6
Title: Proje	ct Manager/Estima	tor		
Date: <u>8/11/</u>	2022			

604 Lincoln Ave NE

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

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

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

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

Signed and sealed this

day of August, 2022.

11th

St. Cloud Refrigeration, Inc. dba SCR, Inc. (Principal) (Tile),

Employers Mutual Casualty Company (Surety) (Seal)

(Seal)

1

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



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

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.

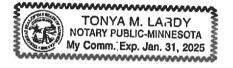
CORPORATE ACKNOWLEDGMENT

State of_	Minnesota)
	0) ss
County of	Denton)

On this <u>11th</u> day of <u>August</u> , before me appeared <u>Mike titch</u> ,						
to me personally known, who, being by me duly sworn, did say that he/she is theCEO						
of <u>St. Cloud Refrigeration, Inc. dba SCR, Inc.</u> , a corporation, that the seal affixed to the						
foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in						
behalf of said corporation by authority of its Board of Directors, and that said <u>Mike fitch</u>						
acknowledged said instrument to be the free act and deed of said corporation.						

07 County, Minnesota renton

1/31/25



Notary Public ______ 32

SURETY ACKNOWLEDGMENT

State of	Minnesota)
) ss
County of)	

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



Notary Public <u>sherburne</u> County, <u>Minnesota</u> My commission expires <u>1/31/2024</u> P.O. Box 712 • Des Moines, Iowa 50306-0712

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation 5. Dakota Fire Insurance Company, a North Dakota Corporation

6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Colby D. White, Ted Jorgensen, Joshua R. Loftis, Brian J. Oestreich, Nathan Weaver, R. C. Bowman, Kurt C. Lundblad, Sandra M. Engstrum, Emily R. White, Rachel Thomas, Lin Ulven, Melinda C. Blodgett, Nicole Stillings

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Surety Bond;

Any and All Bonds

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

The authority hereby granted shall expire October 10th 2022, unless sooner revoked.

AUTHORITY FOR POWER OF ATTORNEY

This Power-of-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 .



Commission Number 780769 My Commission Expires October 10, 2022

20

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 lowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly swom, 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 Koveridge 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 , 2020 , are true and correct and are still in full force and effect. this Power of Attorney issued pursuant thereto on 30th day of March

August In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 11th day of

Vice President

2022



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f.	T ENIC
	INSURANCE

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726 **12000** 2nd 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 <u>Becker Public Schools-Primary/EEC - Additions & Remodeling</u> undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

- 1. Work Scope _____#13 MECHANICAL
 - a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Two million two fundred sity nine thousand \$2,269,700 seven hundred

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

\$_____

\$

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

\$ \$_

1

Becker Public Schools-ISD 726 Primary / EEC Additions & Remodel

Addendum #2 8/1/22

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 necess controls as identified in the Drawings and Specifications. a. Controls by Alerton 	sary to provide and install
Add s	\$5,000
b. Controls by Automated Logic	
s_ NO Change	\$
Addenda: Receipt of the following Addenda to the Contract Documents and their into the Bid is acknowledged (provide Addenda numbers below):	costs being incorporated

Addenda No. <u>1</u>	 Dated	7/25/22	Addenda No. 🧕	2	Dated	8/1/22
Addenda No. <u>3</u>	 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 <u>Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.</u> Subdivision 3. Minimum criteria.

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

Street Address:1431 PROSPER DR	(VE	
City: WAITE PARK	State:	MN Zip: 56387
Phone Number: 320-251-8640	Fax Number:	320-251-9317
Name (typed or printed): MARK D		
Title: VICE-PRESIDENT	\subset	
Date: 8/11/22		

END OF SECTION 00 41 13

MAIA[®] Document A310[™] – 2010

Bid Bond

 $\xi_{i} =$

- - - **C**

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

OWNER: (Name, legal status and address)

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

SURETY:

(Name, legal status and principal place of business) Western Surety Company 151 N. Franklin St. Chicago, IL 60606

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

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

PROJECT:

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

Becker Schools Primary/EEC Additions & Remodeling - 12050 Hancock St SE, Becker, MN 55308; Bid Category: #13 - Mechanical

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

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

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

day of August, 2022 Signed and sealed this 11th McDowall Company (Principal) (Seal) (Witness) (Title) Vice Presider Western Surety Company (Surety) (Seal) (Witness) ^(Title)Dena Grunhovd Attornev-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.

AlA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AlA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AlA[®] 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, <u>copyright@aia.org</u>.

Init.

CORPORATE ACKNOWLEDGMENT

STATE OF ______ COUNTY OF _____Benton

20 - 20 ¹

, n

On the	<u>_11th</u> day of	August	2022	before me j	personally
appeared, Man	rk Dingmann	to me,	who being duly	y sworn, did de	epose and
say: that s/he re	esides in Sartel	l, MN	that s/he is the		
of the		IcDowall Company	-		orporation
described in and	d which executed th	he foregoing inst	rument; that s/h	e knows the se	al of said
corporation; that	at the seal affixed to	o said instrument	is such corpora	ate seal; that it	was so
affixed by order	r of the board of dia	rectors of said co	rporation; and	that she signe	d her/his
name thereto by	y like order.	\square	Υ. Υ.	1/1/1	
(SEAL)	NANCY D. PFE		hu f	1f-	
S. Mark	My Comm. Exp. Jan.		L		
	ACKNOWLED	GMENT OF CO	RPORATE SU	RETY	
STATE OF MI	NNESOTA				
COUNTY OF S	Stearns				
On the	11th day day	of <u>August</u>		2022	before
me personally a	ppeared, Dena Gru	nhovd	to	me known, w	ho being
duly sworn, d	lid say: that s/he	e resides in Mi	nnesota that	s/he is the a	foresaid
officer or attorn	ney in fact of West	ern Surety Compa	iny		
a corporation, th	hat the seal affixed	to the foregoing	instrument is th	ne corporate se	al of said
corporation; and	l that said instrume	nt as signed and	sealed on behal	f of said corpo	ration by
the aforesaid of	fficer, by authorit	y of its board o	f directors; and	d the aforesai	d officer
acknowledged sa	aid instrument to be	e the free act and	deed of said co	orporation	
(SEAL)		B Notary Put	das	the	
			NOTARY I	OAS. KLIMSTRA PUBLIC - MINNESOTA sion Expires Jan. 31, 20;	2

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Litton E S Field Jr, Nicole M Coty, Jonathan N Vagle, Mark Alan Thune, Mutya Alvaran Enoksen, Gayle L Thorson, Jeffrey R Skaar, Individually, of Mendota Heights, MN

Kevin Paulson, Tom Corneil, Chad Christianson, De Ette J Wurm, Debra M Bledsoe, Brenda S Klimstra, Erin Pohlman, Deb Geislinger, Jacqueline Riley, Dana Kerfeld, Brittany Bauer, Laurie Litke, Amanda Plantenberg, Dena Grunhovd, Leslie Seehusen, Naomi Lermon, Individually, of Saint Cloud, MN

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

- In Unlimited Amounts -

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

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

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



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota County of Minnehaha

} ss

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

My commission expires

March 2, 2026



M Ben

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

SEAL STANDARD

WESTERN SURETY COMPANY

Form F4280-7-2012

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

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

A General St

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 2nd St. SE Becker, MN 55308

BID FROM: EI-Jay Plumbing & Heating, Inc.

520 Apollo Ave NE

St. Cloud, MN 56304

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

Base Bids

1. Work Scope 13 Mechanical

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

5 two million one housdred seventy eight thousand dollars 2, 178,000. "

- 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:

\$

Becker Public Schools-ISD 726 Primary / EEC Additions & Remodel

Addendum #2 8/1/22

\$

\$

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

s three houndred dollars Add \$ 300, 90

b. Controls by Automated Logic

Controls by Automated Logic \$ sixty-five thousand dollars Add \$ 6. 5 000

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

Addenda No	Dated	07/25/22	_Addenda No	2	Dated_	08/01/22
Addenda No	Dated	08/05/22	_Addenda No		Dated _	

Addendum #2 8/1/22

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 <u>Minnesota State</u> <u>Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.</u> Subdivision 3. Minimum criteria.

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

Number: 320-251-4133

END OF SECTION 00 41 13

3

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

WESTFIELD INSURANCE COMPANY P.O. BOX 5001 WESTFIELD CENTER, OH 44251-5001

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

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

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

PROJECT:

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

Becker Public Schools Primary/ECC Addition & Remodel Work Scope 13-Mechanical

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

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

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

Signed and sealed this 11th	day of	August, 2022
$ \rightarrow $		EL-JAY PLUMBING & HEATING, INC.
Allerte EDDes	\sim	(Seal)
(Witness)		6 39-2
-		(Title)
		WESTFIELD INSURANCE COMPANY
Dean Son. 7h		(Seal)
(Witness)		te with

(Titler Sean McBride, Attorney-in-Fact

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

ACKNOWLEDGMENT OF SURETY

State of Minnesota) County of Hennepin)

On this <u>11th</u> day of <u>Arrust</u>, 20 <u>22</u>, before me personally appeared <u>Sean McBride</u> to me known, who, being by me duly sworn, did depose and say: that s/he resides at <u>Blaine, Minnesota</u>, that s/he is the <u>Attorney-in-Fact</u> of <u>Westfield Insurance Conpary</u>, the corporation described in and which executed the annexed instrument; that s/he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that s/he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.



Notary Public

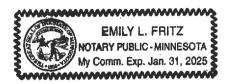
ACKNOWLEDGMENT OF CORPORATION

State of Minnosota) County of Stearry)

On this <u>11th</u> day of <u>Agust</u>, 20 <u>22</u>, before me personally appeared <u>Bryant Fritz</u>, to me known, who being by me first duly sworn, did depose and say that s/he resides in <u>Stearns County</u> that s/he is the <u>Presidents</u> of <u>E1-Jay Plurbing & Heating, Inc.</u> 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

MM Babi



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

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

GUARANTEE, 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



County of Medina ss.: Gary W. Stumper, National Surety Leader and Senior Executive

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 A.D.,2022 August



Secretary

Frank A. Carrino, Secretary

BPOAC2 (combined) (06-02)

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726 **12000 2nd 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 <u>Becker Public Schools-Primary/EEC - Additions & Remodeling</u> undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Wo	rk Scope 🔤	#15 - Post & Fr	ame Strorage Buildi	ing	
		der agrees to perform all			he Base Bid Sum
	of:				
\$ two h	indred	twenty seven	thousand	\$ 22	7,000
	rk Scope	der agrees to perform all	work in the above lists	ad Work Scope for 1	- he Rase Rid Sum
c	of:	uer agrees to perform an		eu work scope for t	ile base blu sulli
	01.				
\$				\$	
3. Wor	k Scope				
		der agrees to perform all	work in the above liste	ed Work Scope for t	he Base Bid Sum
	of:				
\$				\$	

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



Ś

b. Controls by Automated Logic

NA \$

\$ NA

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

Addenda No. <u>1</u>	Dated 7/25/22	Addenda No. <u>3</u>	_ Dated8/5/22
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 <u>Minnesota State</u> <u>Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.</u> Subdivision 3. Minimum criteria.

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

Street Address:	23350 County Ro	10				—
City:	Corcoran	State: _	MN	_Zip:	55357	_
Phone Number:	763-498-7844	_ Fax Number: _	763-4	98-995	1	_
Name (typed or printe	ed): <u>Markus F</u>	R Ebert				
Signature:						
Title:	Vice Pre	sident / Secre	etary		A	
Date: August 11,	, 2022			-	adre	e Greek
	EN	D OF SECTION (00 41 13	A STATE	N	DACE LEE GREEN DTARY PUBLIC MINNESOTA ssion Expires Jan. 31, 2027



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

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

2022

ACKNOWLEDGMENT OF INDIVIDUAL

4

State of)	ACKNOWLEDGMENT OF PRINCIPAL
) ss. County of)	
On this day of known to me to be the individual whose name is purposes therein contained.	, before me personally appeared, subscribed on this bond form, who acknowledged that this bond was executed for the
Notary Seal	Notary Public
AC	KNOWLEDGMENT OF PARTNERSHIP
State of) ss.	ACKNOWLEDGMENT OF PRINCIPAL
County of)	
On this day of known to me to be a partner in the partnership w was executed on behalf of the partnership for the	hose name is subscribed on this bond form, who acknowledged to me that the bond e purposes therein contained.
Notary Seal	
	Notary Public
ACK	NOWLEDGMENT OF CORPORATION
State of Minnesota)) ss.	ACKNOWLEDGMENT OF PRINCIPAL
County of Hennepin) On this day of HUGUAT 2022 befo	re me personally appeared <u>Markus Ross Ebert</u> , who acknowledged that he or she is is subscribed on this bond form, and that, as a corporate officer, he or she is therein contained.
Notary Seal	E LEE GREEN RY PUBLIC INESOTA Expires Jan. 31, 2027
	CKNOWLEDGMENT OF SURETY
State of Minnesota)	ACKNOWLEDGMENT OF SURETY
) ss. County of Hennepin)	
On this <u>5th</u> day of <u>August</u> ,2022 before the attorney in fact who is authorized on behalf o	me personally appeared <u>Karla Deutsch Hunt</u> , who acknowledged that he or she is f <u>Merchants Bonding Company</u> , corporation, on the behalf of the corporation.
Notary Seal DIANE M. CHA! NOTARY PUBLIC - M My Commission Expires	ABERS NNESOTA Jan. 31, 2026



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 aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

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

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

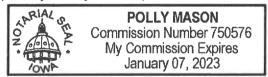


MERCHANTS BONDING COMPANY (MUTUAL) **MERCHANTS NATIONAL BONDING, INC.**

President

STATE OF IOWA COUNTY OF DALLAS ss.

On this 28th day of March 2022 , before me appeared Larry Taylor, to me personally known, who being by me duly 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.



My Maso 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



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

DEPARTMENT OF HUMAN RIGHTS

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

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726 **12000 2nd 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 <u>Becker Public Schools-Primary/EEC - Additions & Remodeling</u> undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

- 1. Work Scope 14 Electrical
 - a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:
- 5 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 neces controls as identified in the Drawings and Specifications. a. Controls by Alerton 	ssary to provide and install
\$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 <u>Minnesota State</u> <u>Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.</u> Subdivision 3. Minimum criteria.

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

Street Address:	ad			
City: St. Cloud	State: _	MN	_Zip: _	56301
Phone Number:	_ Fax Number: _	320-2	52-427	6
Name (typed or printed):ames Scho Signature:	on			
Title: Vice President				
Date: 8/1/12022				

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

OWNER:

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

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

PROJECT:

(Name, location or address, and Project number, if any) Becker Public Schools 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	_ day of	August	2022	
Deloree Resseman	tness)	Design Electric Inc. (Principal)		(Seal)
D. NI	2	By:		(Title)
1 2 1 bb	itness)	OHIO FARMERS INSURAN	CE COMPANY	(Seal)
	ļ	By: Kathryn Brophy-	Blophy Attorney In-Fact	(Title)

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CORPORATE ACKNOWLEDGEMENT

STATE OF MN COUNTY OF Burlon

On the <u>W</u> day of <u>August</u>, 2022, before me, personally appeared <u>Tames Schoon</u>, to me known, who being by me duly sworn, did depose and say that (s)he resides in <u>M</u>, that (s)he is the <u>VP</u> President of <u>Depose Suctor</u>, <u>Inc.</u> the corporation described in and which executed the foregoing instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that (s)he signed his/her name thereto by like order.



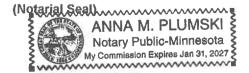
(Notary Signature)

ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF MINNESOTA

COUNTY OF STEARNS

On the <u>9th</u> day of <u>August</u>, 2022, before me, appeared <u>Kathryn Brophy</u>, to me personally known, who being by me duly sworn, did say that (s)he is the aforesaid officer or attorney in fact of the <u>Ohio Farmers Insurance Company</u>, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the afoesaid officer acknowledged said instrument to be the free act and deed of said corporation.



when M plimps.

(Notary Signature)

General Power of Attorney

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

CERTIFIED COPY

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

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

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

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 and to bind any of the Companies interedy 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 dollwer on our provision for the provision contracts of contracts of the contracts of each of the company, to execute, acknowledge and dollwer on our provision contracts of contracts of contracts of contracts of and on behalf of the Company, to execute, acknowledge and dollwer on our provision contracts of contrac

The Attorney-In-Fact. may be given full power and autority 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 hereto a context of a meeting the valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

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



County of Medina

SS.:

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



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

Senior Executive

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

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



aning Secretary

Frank A. Carrino, Secretary

BPOAC2 (combined) (06-02)

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726 **12000** 2nd 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 <u>Becker Public Schools-Primary/EEC - Additions & Remodeling</u> undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

- 1. Work Scope 14 Electrical
 - a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Deven hundred thirty fin then I and bucked dellais \$ 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:

\$ Ś.

Becker Public Schools-ISD 726 Primary / EEC Additions & Remodel

Addendum #2 8/1/22

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 necessa controls as identified in the Drawings and Specifications. a. Controls by Alerton	ry to provide and install
\$	\$
b. Controls by Automated Logic	
\$	\$
<u>Addenda</u> : Receipt of the following Addenda to the Contract Documents and their or into the Bid is acknowledged (provide Addenda numbers below):	
Addenda No1 Dated7/25/2022 Addenda No3 Dated8	/5/2022

, Addenda No. ____ 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 <u>Minnesota State</u> <u>Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.</u> Subdivision 3. Minimum criteria.

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

Street Address:	:: 12701 Chowen Ave. S., Ste. 104B				
City:	Burnsville	State:	MN	Zip:	55337
Phone Number:	(952) 303-4865	Fax Number: _	(952) 405	-9540	
	printed): Donavan Moore)			
Signature:	14				
Title: Presi	ident				
Date:8/11/	/2022				

END OF SECTION 00 41 13

3



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

CONTRACTOR: (Name, legal status and address) A.J. MOORE ELECTRIC, INC.

12701 CHOWEN AVE S STE 104B, BURNSVILLE, MN 55337

OWNER: (Name, legal status and address) 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 exceed the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

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

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond. Signed and sealed this 9th day of August ,2022

A.J. MOORE ELECTRIC, INC.

(Principal)

President (Title)

UNITED FIRE & CASUALTY COMPANY

(Surety) Attorney in Fact (Title)

(Seal)

CONT0525 (072010)

(Witness)

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

UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA Bond No.: **Obligee: UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX** FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA CERTIFIED COPY OF POWER OF ATTORNEY

(original on file at Home Office of Company - See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

JIM HENNINGSEN, HEATHER LANGE, ROSS B. NESBIT, ROBERT E. HUTTER, CHAD A. NESBIT, PATRICIA M. JOHNSON, DANA S. PRIVETTE, BRYAN STANLEY, TROY FRIELER, MARY LANNING, JAY NESBIT, BEN JONES, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$5,000,000.00

and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed. The Authority hereby granted shall

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

State of Iowa, County of Linn, ss: On this 5th day of October

Denning Rich By: Vice President

,2021 before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Pati Wallell

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

(INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT)

STATE OF	/	
COUNTY OF)	
On the and for said county, personal	day of lly appeared,	, 20, before me, a Notary Public within
	n(s) described in and who exe e executed the same as	cuted the foregoing instrument, as Principal(s), and <u>h</u> free act and deed.
		Notary Public, County.
	(Notarial Seal)	County, My commission expires
	CORPORATE A	CKNOWLEDGMENT
STATE OF Minnesota)	
COUNTY OFDakota	ss.	
On the9th	day of August Donavan Moore	20, before me personally appeared
to me known, who being by n	ne duly sworn, did depose and	a say: thathe resides inLakeville, MN
	thathe is the A.J. Moore	President of the
the corporation described in a	thathe is the A.J. Moore and which executed the forego strument is such corporate se	President of the Electric, Inc. Ding instrument; thathe knows the seal of said corporation al; that it was so affixed by order of the board of directors of
the corporation described in a that the seal affixed to said in said corporation; and thatt LINDA KAY BROWN LINDSOE Notary Public	thathe is the A.J. Moore and which executed the forego strument is such corporate se ne/she signed his/her name th (Notarial Seal)	President of the Electric, Inc. Ding instrument; thathe knows the seal of said corporation that it was so affixed by order of the board of directors of thereto by like order. Motary Public,
the corporation described in a that the seal affixed to said in said corporation; and thatt LINDA KAY BROWN LINDSOE Notary Public	thathe is the A.J. Moore and which executed the forego strument is such corporate se ne/she signed his/her name th (Notarial Seal)	President of the e Electric, Inc. bing instrument; thathe knows the seal of said corporation eal; that it was so affixed by order of the board of directors of hereto by like order. Notary Public,
the corporation described in a that the seal affixed to said in said corporation; and thatterms and corporation; and thatterms and thatterms and the seal of Minnesota My Commission Expires January 31, 2027 STATE OF	thathe is theA.J. Moore and which executed the forego istrument is such corporate se he/she signed his/her name th (Notarial Seal) ACKNOWLEDGMENT) 	President of the a Electric, Inc. bing instrument; thathe knows the seal of said corporation hereto by like order. Notary Public, Notary Public, Notary Public, Minnesota My commission expires January 31, 2027 OF CORPORATE SURETY

0

BOND0004 0100

. u

SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

- 21

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

BID FROM: Klein Electric, INC

24729 Lake Rd.

St. Claud, MD 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 <u>Becker Public Schools-Primary/EEC - Additions & Remodeling</u> undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

- 1. Work Scope 14 Electrical
 - a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

s seven Hundred Fifty-Four thousand	\$ 754,000
J	

- 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 Primary / EEC Additions & Remodel

Addendum #2 8/1/22

\$

\$

4. COMBINED WORK SCOPE BID

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

NIA

for the Combined Base Bid Sum of:

\$_____

UNIT PRICES:

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

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	\$

b. Controls by Automated Logic

NA \$ Ś.

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

Addenda No. 📘	Dated 7/25/2012	Addenda No. <u>3</u>	Dated 8/5/2022
Addenda No 2	Dated 811/1011	Addenda No	Dated

\$

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

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

Street Address: 24729 Lake Rd	
city: St. Cloud	State: MN Zip: 56301
Phone Number: (320) 252 (5059)	Fax Number: NA
Name (typed or printed): Dunny Short	fer
Signature:	2
Title: VP Operations	
Date: 8/11/2012	

END OF SECTION 00 41 13

11 14



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 Obligee, hereinafter called the Obligee, in the sum of Five Percent (5%) of the Amount of the Bid

Dollars (\$ 5%

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

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

Becker Primary/ EEC Additions & Remodel, 2022-0912

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
Ann Blutw		Klein Electric, Inc. (Principal) (Seal)
(Witness)		(Title) Dennis Shafer, VP Operations
Toresetter	XX	Nationwide Mutual Insurance Company
(Witness)		(Title) Ramona Schaefer (Seal)
		Attorney-in-Fact

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INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF
COUNTY OF ss
On the day of,, before me personally appeared
to me known to be the person(s) described in and who executed the foregoing instrument, as Principal(s), and acknowledged to me thathe executed the same as his/her/their free act and deed.
(Notary Seal)
STATE OF WINNESSTA My Comm. Exp. Jan. 31, 2027
COUNTY OF Strains
On the 11th day of August , 2022 , before me personally appeared $DUNNis Mafer to me known, who being by me duly sworn, did say that he/she is the WP of UPtruttons of Klein Electric, Inc., the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he/she signed his/her name thereto by like order$
(Notary Seal)
ACKNOWLEDGMENT OF CORPORATE SURETY
STATE OF MINNESOTA ss
On the 11th day of August, 2022, before me personally appeared Ramona Schaefer to me

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.

Laura Balduer

(Notary Seal)

-



LAURA B. FALCONER NOTARY PUBLIC - MINNESOTA My Commission Expires Jan. 31, 2025

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

Scylarie Rutino Matthe

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 114 day of

Kaura B. Guy

Assistant Secretary

BDJ 1(08-21)00

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

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 In	
	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:

5 Six hundred screenty 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:

\$

\$

Becker Public Schools-ISD 726

4. COMBINED WORK SCOPE BID

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

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

Addenda No. <u>2</u>	Dated 7/25/22	_Addenda No. <u>3</u>	_Dated <u>8/05/22</u>	
Addenda No. 👱	Dated 8/01/22	_ Addenda No	Dated	

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

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

Street Address: PO BOX 529 14231 Liberty LN	2
City: Becker State: MN Zip: 55308	
Phone Number: (763) 263-8334 Fax Number:	
Name (typed or printed): Ryan Hubbard	
Signature: FARADA	
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) (<u>www.nasbp.org</u>) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. 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.

on Ban (Witness)

Pres

(Seal)

Hubbard Electric Inc

(Principal)

Ce Mulum

Cal Anderson (Witness)

The Ohio Casualty Insurance Company

(Surety) Rita Jorgenson, Attorney-in-Fact



By arrangement with the American Institute of Architects, the National Association of Surety Bond 2 Producers (NASBP) (<u>www.nasbp.org</u>) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. 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 and acknowledges to me that here	be the person who is describe she executed the same.	ed in and executed the for	regoing instrument,
		Notary Public	
ACKNOW	LEDGMENT OF PRIN	CIPAL (Partnership)
State of			
State of County of	/		
·			
On this	day of	, in the year	, before me
personally come(s)		•	
a member of the co-partnership of			1
to me known and known to me to	be the person who is described	l in and executed the fore	going instrument,
and acknowledges to me that he/sl	he executed the same as the act	and deed of the said co-	partnership.
		Notary Public	
ACKNOWLE	DGMENT OF PRINCIP	AL (Corporation/L)	LC)
State of <u>Minnesota</u> County of <u>Sherlowne</u>			
On this <u>11th</u> day of <u>A</u> <u>Ryan Hubbard</u> he/she resides in the City of <u>B</u> <u>Hubbard Electric</u> which executed the foregoing instr	Inc	, the corporat	ion described in and
		THE MODE STREET TO	RA T. ORROCK
		% (X 3A=100 A/	. Exp. Jan. 31, 2027



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

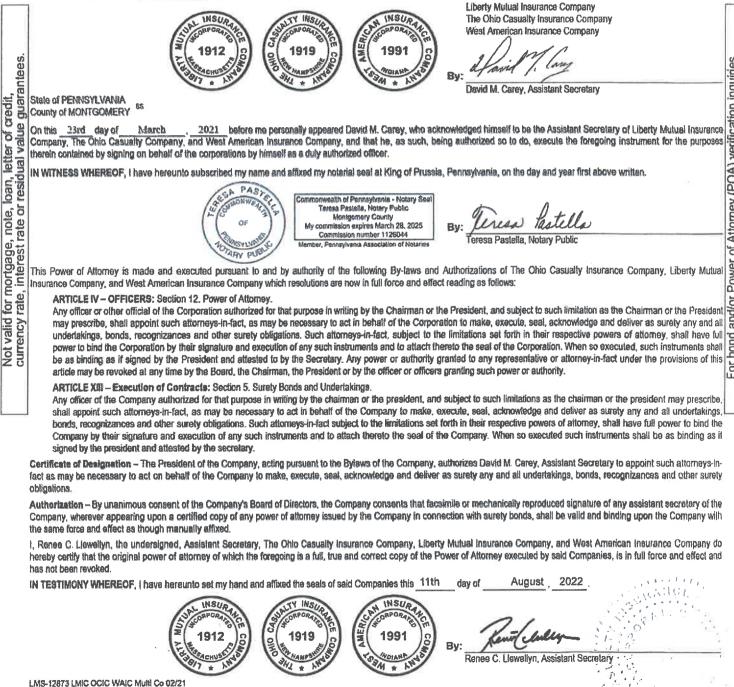
Certificate No: 8205080-976369

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 MN each individually if there be more than one named, its true and lawful attorney-in-fact to make. Montevideo state of execute, seal, acknowledge and deliver, for and on its behalf as surely and as its act and deed, any and all undertakings, bonds, recognizances and other surely 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



SECTION 00 41 13 - BID FORM

PROPOSAL BID FORM

BID TO: Becker Public Schools – ISD 726 12000 2nd 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 <u>Becker Public Schools-Primary/EEC - Additions & Remodeling</u> undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

- 1. Work Scope #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
9	

\$ 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:

Ś	Ν	/A

\$ N/A

Becker Public Schools-ISD 726 Primary / EEC Additions & Remodel

Addendum #2 8/1/22

1

4. COMBINED WORK SCOPE BID

.

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

3	N/A	
for the Comb	ined Base Bid Sum of:	
\$ <u>N/A</u>		\$ N/A
UNIT PRICES	:	
Unit Price No.	1: Soil Corrections – Cost per Cubic Yard	
	\$ <u>N/A</u>	\$ N/A
ALTERNATES	:	
contro	1: Controls le a cost (add/deduct/no change) for all materials and labo ols as identified in the Drawings and Specifications. Controls by Alerton	r necessary to provide and install
	\$ <u>N/A</u>	\$ N/A
b.	Controls by Automated Logic	
	\$N/A	\$ N/A

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

Addenda No. <u>1</u>	Dated	Addenda No. 2	Dated 8/1/2022
Addenda No. <u>3</u>	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 <u>Minnesota State</u> <u>Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.</u> Subdivision 3. Minimum criteria.

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

Street Address: 23848 67th Avenue	
City: St Cloud	State: <u>MN</u> Zip: <u>56301</u>
Phone Number: <u>320-251-2658</u>	Fax Number: <u>320-253-4568</u>
Name (typed or printed). Bernard Gregory	
Signature: Amad (5	Jugae
Title: President	
Date: 8/11/2022	~

END OF SECTION 00 41 13

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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

as Obligee, hereinafter called the Obligee, in the sum of

5 % Percent of the Total Bid

1

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)

(Here insert full name and address or legal title of owner)

(\$

5% Percent)

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 Aug	ust 2022		
MI Leonal		Augusta Electric Inc	(Seal)
(Witness)		(Title)	Udersos 4
$\square \square \square$		SELECTIVE INSURANCE COMPANY OF A	MERICA
Jont atem	ng; +;	(Surety)	(Seal)
(Witness)		Mindie Cluftor	h

Mindy Jean Clafton

"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

BondNo.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 Clafton

, 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 AMERICAL
By: Brian C. Sarisky
Its SVP, Strategic Business Units, Commercial Lines
STATE OF NEW JERSEY :
stille of the product of the state of the st
COUNTY OF SUSSEX :
On this 8th day of August , 2022 before me, the undersigned officer, personally appeared Brian G. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being autother to be the Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA. BO26550 TAP, STATE OF NEW JERSEY ID # N/A MY COMMISSION EXPIRES 69226 The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit: "RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a
facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."
CERTIFICATION
I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution are SHI to force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is value SEAL 1926
Signed this <u>8th</u> day of <u>August</u> , <u>2022</u> . 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.