

April 30, 2025

Board of Education  
ISD #477 – Princeton Public Schools  
706 First Street  
Princeton, MN 55371



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

Re: Princeton MS Parking Lot Repaving

Dear Board Members:

At 2:00 p.m. on Tuesday, April 29<sup>th</sup> we received Six (6) bids for the above-referenced project. A copy of the bid tabulation is enclosed for your review.

ICS has reviewed the bids received for the above-referenced project and the apparent low responsible bidder is within the project budget. We have contacted the apparent low bidder, OMG Midwest, Inc. dba Minnesota Paving & Materials, and have confirmed that their bid is valid.

Base Bid:	\$705,750.00
Alternate No. 1 – Asphalt Pavement Reclaim/Repave (accept)	\$126,750.00
Alternate No. 2 – Additional Concrete Walks (accept)	\$63,000.00
<hr/>	
Total:	\$895,500.00

We recommend that the District enter into a contract with OMG Midwest, Inc dba Minnesota Paving & Materials for the total bid amount of Eight Hundred Ninety Five Thousand Five Hundred Dollars and Zero Cents.

Upon Board action, we will draft a contract reflecting this amount to the Contractor.

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,

A handwritten signature in black ink, appearing to read 'Kyle Walter'.

Kyle Walter  
Project Director

BUILDING STRONG  
CONNECTIONS



Princeton MS Parking Lot Repaving  
 OWNER: Princeton Public Schools, ISD #477  
 OWNER'S REPRESENTATIVE: ICS Consulting, Inc.  
 ARCHITECT/ENGINEER: Bolton & Menk



**BID TABULATIONS**

Tuesday, April 29th

Single Prime

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	OMG Midwest, Inc. dba Minnesota Paving & Materials	Landwehr Construction, Inc.	Park Construction Co.	Hobs Excavating	New Look Contracting	U.S. Siteworks, Inc.
BID SECURITY	X	X	X	X	X	X
ADDENDA REC'D.	X	X	X	X	X	X
MN RESPONSIBLE CONTRACTOR	X	X	X	X	X	X
BASE BID	\$705,750.00	\$727,450.00	\$776,876.00	\$785,250.00	\$823,000.00	\$975,200.00
UNIT PRICES						
Unit Price No. 1: Concrete Sidewalks	\$11.50	\$8.80	\$6.95	\$14.00	\$14.00	\$14.00
ALTERNATES						
Alternate No. 1: Asphalt Pavement Reclaim/Repave	\$126,750.00	\$148,900.00	\$118,870.00	\$102,125.00	\$142,000.00	\$132,068.00
Alternate No. 2: Additional Concrete Walks	\$63,000.00	\$61,000.00	\$71,760.00	\$68,900.00	\$56,000.00	\$62,111.00

SECTION 00 41 13  
BID FORM

PROPOSAL BID FORM

BID TO: Princeton Public Schools- ISD 477  
706 1<sup>st</sup> Street  
Princeton, MN 55371

BID FROM: OMG Midwest Inc, dba Minnesota Paving & materials  
14475 Oaklawn Drive  
Rogers, MN 55374 - 9461

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Bolton & Menk, 3300 Fernbrook Lane North Suite 300, Plymouth MN 55447, dated April 4th, 2025, relating to the construction of the Princeton Schools 2024 Pavement Improvements Project the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bid Princeton Middle School Site Improvements Amount:

\$ Seven Hundred Five Thousand Seven Hundred Fifty & <sup>00</sup>/<sub>100</sub> \$ 705,750.00

UNIT PRICES:

Unit Price No. 1: Concrete Sidewalks – Cost per Square Foot

\$ Eleven dollar & <sup>50</sup>/<sub>100</sub> \$ 11.50

Alternate No.1:

ALT No. 1: Asphalt Pavement Reclaim / Repave

\$ One Hundred Twenty Six Thousand Seven Hundred  
and Fifty dollar & <sup>00</sup>/<sub>100</sub> \$ 126,750.00

Alternate No. 2:

ALT No. 2: Additional Concrete Walks

\$ Sixty Three thousand and <sup>00</sup>/<sub>100</sub> \$ 63,000.00

Princeton Public Schools – ISD 477  
Princeton Middle School Site Improvements

**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 4-17-25 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_ Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

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

**Bid Acceptance:** If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into and execute a Contract with the Owner in accordance with this Bid as accepted and in a form acceptable to Owner, and 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: 14475 Quinlan Drive

City: Rogers State: MN Zip: 55374

Phone Number: 763.428.8886 Fax Number: \_\_\_\_\_

Name (typed or printed): Rand Syverson

Signature: Rand Syverson

Title: Project Manager

Date: 4-20-2025

END OF SECTION 00 41 13

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number: N/A

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

OMG Midwest, Inc. dba  
Minnesota Paving & Materials  
14475 Quiram Drive  
Rogers, MN 55374

### SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of  
Maryland

1299 Zurich Way  
Schaumburg, IL 60196-1056  
State of Inc: Illinois

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

### OWNER:

(Name, legal status and address)

ISD #477 Princeton Public Schools  
District Center  
706 1st Street  
Princeton, MN 55371

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

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)

ISD #477 - Princeton MS Parking Lot Repaving

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 21st day of April 2025.

(Witness)

OMG Midwest, Inc. dba Minnesota  
Paving & Materials

(Principal)

(Seal)

(Title) Matthew Timmers, Assistant Secretary

Fidelity and Deposit Company of Maryland

(Surety)

(Seal)

(Title) Jason Emch, Attorney-in-Fact

(Witness)

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Thomas O. McClellan Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint, Kevin J. FOSTER, Mitchell WATTS, Matthew TIMMERS, Erik BEGGS, Jason EMCH, Wendy TOSCH, Daniel LOBELLO of Ankeny, Iowa EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bid bonds issued on behalf of OMG Midwest, Inc. dba Minnesota Paving & Materials, each with a penalty not to exceed the sum of \$1,000,000, and the execution of such bid bonds in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 6th day of February A.D. 2025.



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



By: Thomas O. McClellan  
Vice President

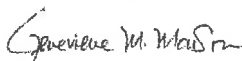


By: Dawn E. Brown  
Secretary

**State of Maryland**  
**County of Baltimore**

On this 6th day of February A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Thomas O. McClellan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



Genevieve M. Maison  
Notary Public  
My Commission Expires January 27, 2029



## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 21st day of April, 2025.



A handwritten signature in cursive script that reads "Mary Jean Pethick".

Mary Jean Pethick  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

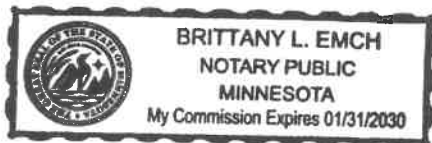
Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[reportsfclaims@zurichna.com](mailto:reportsfclaims@zurichna.com)  
800-626-4577

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

## SURETY ACKNOWLEDGMENT

STATE OF MINNESOTA     }  
COUNTY OF Hennepin     } SS

On this 21st day of April, 2025, before me personally came Jason Emch to me known, who, being by me duly sworn, did depose and say that (s)he is an Attorney-In-Fact of FIDELITY AND DEPOSIT COMPANY OF MARYLAND the corporation described in and which executed the within instrument; that (s)he knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that (s)he signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.



*Brittany Emch*  
\_\_\_\_\_  
Notary Public

Princeton Public Schools – ISD 477  
Princeton Middle School Site Improvements

SECTION 00 41 13  
BID FORM

PROPOSAL BID FORM

BID TO: **Princeton Public Schools- ISD 477**  
706 1<sup>st</sup> Street  
Princeton, MN 55371

BID FROM: Landwehr Construction, Inc.

PO Box 1086, St Cloud MN 56302

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Bolton & Menk, 3300 Fernbrook Lane North Suite 300, Plymouth MN 55447, dated April 4th, 2025, relating to the construction of the Princeton Schools 2024 Pavement Improvements Project the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

**Base Bid Princeton Middle School Site Improvements Amount:**

\$ Seven Hundred Twenty Three Thousand Four Hundred Fifty Dollars \$ 723,450.00

**UNIT PRICES:**

Unit Price No. 1: **Concrete Sidewalks – Cost per Square Foot**

\$ Eight Dollars Eighty cents

\$ 8.80

**Alternate No.1:**

ALT No. 1: **Asphalt Pavement Reclaim / Repave**

\$ One Hundred Forty Eight Thousand Nine Hundred Eighty \$ 148,980.00

**Alternate No. 2:**

ALT No. 2: **Additional Concrete Walks**

\$ Sixty One Thousand

\$ 61,000.00

**Princeton Public Schools – ISD 477**  
**Princeton Middle School Site Improvements**

**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 4/17/2025 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_ Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

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

**Bid Acceptance:** If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into and execute a Contract with the Owner in accordance with this Bid as accepted and in a form acceptable to Owner, and 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: 851 60th St S

City: Saint Cloud State: MN Zip: 56301

Phone Number: 320-252-1494 Fax Number: 320-252-2380

Name (typed or printed): Lucas Stock

Signature: 

Title: Vice President

Date: 4/29/2025

**END OF SECTION 00 41 13**

# AIA® Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)  
Landwehr Construction, Inc.

851 60th Street S.  
St Cloud, MN 56301

**OWNER:**

(Name, legal status and address)  
Independent School District No. 477, Princeton Public Schools  
706 1st Street  
Princeton, MN 55371

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

**PROJECT:**

(Name, location or address, and Project number, if any)  
Princeton Middle School Parking Lot Repaving; Princeton, MN

**SURETY:**

(Name, legal status and principal place of business)

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

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

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

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

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


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

Signed and sealed this **23rd** day of **April, 2025**

  
(Witness)

  
(Witness) **Sandra M. Engstrum**

**Landwehr Construction, Inc.**

(Principal) 

(Title)

**Western Surety Company**

(Surety) 

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

(Seal)

(Seal)

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

Init.

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061110



## ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF Minnesota )

COUNTY OF Stearns )

On this 29th day of April, in the year 2025, before me personally  
appeared Luke Stock  
V.P. of

Landwehr Construction, Inc., known to me to be  
the person whose name is subscribed to the instrument, and acknowledge that he/she executed the same.

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



[Signature], Notary Public

My Commission Expires: 1/31/26

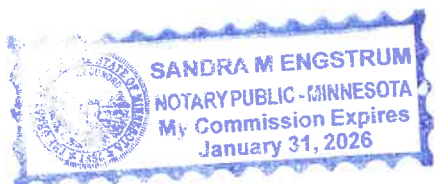
## ACKNOWLEDGEMENT OF SURETY

STATE OF Minnesota )

COUNTY OF Hennepin )

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

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



[Signature]  
Sandra M. Engstrum, Notary Public

My Commission Expires: January 31, 2026

# Western Surety Company

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

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

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

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

### - In Unlimited Amounts -

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

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

**In Witness Whereof**, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 30th day of January, 2024.



WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 30th day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 23rd day of April, 2025



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

### Authorizing By-Laws and Resolutions

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

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

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

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

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

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

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

**Princeton Public Schools – ISD 477  
Princeton Middle School Site Improvements**

**SECTION 00 41 13  
BID FORM**

**PROPOSAL BID FORM**

**BID TO:** **Princeton Public Schools- ISD 477**  
706 1<sup>st</sup> Street  
Princeton, MN 55371

**BID FROM:** Park Construction Company  
1481 81st Ave NE, Minneapolis, MN 55432  
\_\_\_\_\_

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Bolton & Menk, 3300 Fernbrook Lane North Suite 300, Plymouth MN 55447, dated April 4th, 2025, relating to the construction of the Princeton Schools 2024 Pavement Improvements Project the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

**Base Bid Princeton Middle School Site Improvements Amount:**

\$ Seven Hundred Seventy-Six Thousand Eight Hundred Seventy-Six Dollars and Zero Cents

**\$776,876.00**

**UNIT PRICES:**

**Unit Price No. 1: Concrete Sidewalks – Cost per Square Foot**

\$ Six Dollars and Nine-Five Cents

**\$ 6.95**

**Alternate No.1:**

**ALT No. 1: Asphalt Pavement Reclaim / Repave**

\$ One Hundred Eighteen Thousand Eight Hundred Seventy Dollars and Zero Cents

**\$ 118,870.00**

**Alternate No. 2:**

**ALT No. 2: Additional Concrete Walks**

\$ Seventy One Thousand Seven Hundred Sixty Dollars and Zero Cents

**\$ 71,760.00**

**Princeton Public Schools – ISD 477**  
**Princeton Middle School Site Improvements**

**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 4/17/2025 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_ Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

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

**Bid Acceptance:** If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into and execute a Contract with the Owner in accordance with this Bid as accepted and in a form acceptable to Owner, and 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: 1481 81st Ave NE

City: Minneapolis State: MN Zip: 55432

Phone Number: 763-786-9800 Fax Number: 763-786-2952

Name (typed or printed): Jacob Droessler

Signature: 

Title: Vice President

Date: 4/29/2025



**END OF SECTION 00 41 13**



# AIA® Document A310™ – 2010

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)  
Park Construction Company

1481 81st Avenue NE  
Minneapolis, MN 55432

### OWNER:

(Name, legal status and address)  
Independent School District No. 477, Princeton Public Schools  
706 1st Street  
Princeton, MN 55371

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

### PROJECT:

(Name, location or address, and Project number, if any)  
Princeton Middle School Parking Lot Repaving; Princeton, MN

### SURETY:

(Name, legal status and principal place  
of business)

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

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

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

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

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

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

Signed and sealed this **23rd** day of **April, 2025**

*Paulul Stein*  
(Witness) Rachel Stein

Park Construction Company

(Principal)

*Julius B. Moersch*  
(Title) Vice President

Western Surety Company

(Surety)

*Michelle Morrison*  
(Title) Michelle Morrison, Attorney-in-Fact

(Witness) Jessie Allen

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



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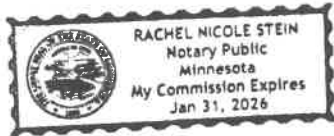
## ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF Minnesota )

COUNTY OF Anoka )

On this 29 day of April, in the year 2025, before me personally appeared Jacob Dmessler,  
Vice President of  
Park Construction Company, known to me to be  
the person whose name is subscribed to the instrument, and acknowledge that he/she executed the same.

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



Rachel Stein, Notary Public  
My Commission Expires: 1/31/2026

## ACKNOWLEDGEMENT OF SURETY

STATE OF South Dakota )

COUNTY OF Lincoln )

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

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



Jessie Allen, Notary Public  
My Commission Expires: 09/13/2025

# 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, Melinda C. Blodgett, Brian J. Oestreich, Ted Jorgensen, Sandra M. Engstrum, R. C. Bowman, Lin Ulven, Emily White, Nathan Weaver, Colby D White, Michelle Morrison, Individually**

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

### - In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 30th day of January, 2024.



WESTERN SURETY COMPANY

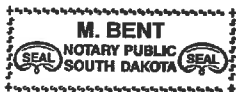
Larry Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 30th day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 23rd day of April, 2025.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

### Authorizing By-Laws and Resolutions

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

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

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

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

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

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

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

Princeton Public Schools – ISD 477  
Princeton Middle School Site Improvements

SECTION 00 41 13  
BID FORM

PROPOSAL BID FORM

BID TO: Princeton Public Schools- ISD 477  
706 1<sup>st</sup> Street  
Princeton, MN 55371

BID FROM: Hobs Excavating Inc  
\_\_\_\_\_  
\_\_\_\_\_

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Bolton & Menk, 3300 Fernbrook Lane North Suite 300, Plymouth MN 55447, dated April 4th, 2025, relating to the construction of the Princeton Schools 2024 Pavement Improvements Project the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bid Princeton Middle School Site Improvements Amount:

\$ Seven hundred eighty five Thousand Two hundred fifty dollars

\$ 785,250.00

UNIT PRICES:

Unit Price No. 1: Concrete Sidewalks – Cost per Square Foot

\$ Fourteen dollars

\$ 14.00

Alternate No.1:

ALT No. 1: Asphalt Pavement Reclaim / Repave

\$ one hundred Two thousand one hundred twenty five dollars

\$ 102,125.00

Alternate No. 2:

ALT No. 2: Additional Concrete Walks

~~\$ Sixty eight nine hundred~~ Sixty eight thousand nine hundred dollars

\$ 68,900.00

Princeton Public Schools – ISD 477  
Princeton Middle School Site Improvements

**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 4-22-25 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_ Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

**Responsible Contractor:** By submitting a bid for the above-named project, per Minnesota State Statue 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 Statue 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 and in a form acceptable to Owner, and 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: 19375 Iguana st NW

City: Nowthen State: MN Zip: 55330

Phone Number: 763-241-8560 Fax Number: 763-241-8624

Name (typed or printed): Austin Backstrom

Signature: ABeck

Title: Project Manager

Date: 4-29-25

END OF SECTION 00 41 13

**Princeton Public Schools – ISD 477**  
**Princeton Middle School Site Improvements**

**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 A101, 2017 edition.
- 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**



April 23, 2025

Austin Backstrom  
HOBS Excavating, Inc.  
PO Box 42  
Elk River, MN 55330

Enclosed is the bid bond you requested for:

Bid Date: April 29, 2025

Obligee: ISD #477 Princeton Public Schools

Project: Project No. S240023C; Princeton Middle School Site Improvements

Please review for accuracy the following items which have been executed per your bid bond request instructions:

- Executed, signed, and sealed Bid Bond
- Acknowledgment of Surety
- Sealed and Dated Power of Attorney

Your bid bond has been approved for the requested estimated bid of \$600,000.00

***Please review your bid bond for accuracy prior to submitting to ensure it has been prepared as you requested.  
Contact our office immediately if corrections are necessary.***

**This bid bond has not been capped with a maximum limit – PLEASE NOTIFY OUR OFFICE IMMEDIATELY IF YOUR ESTIMATED BID INCREASES BY 10% OR GREATER. We need to obtain prior approval from the surety for all increases. Failure to notify us of increases could result in the suspension of your bond line.**

Please remember to sign the bid bond. Be sure to keep a copy for your records.

Bid results are to be emailed, or faxed to our office at 651-342-1763, as soon as available.

1. HOBS Excavating, Inc.	\$	_____
2. _____	\$	_____
3. _____	\$	_____

Prepared by: \_\_\_\_\_

Date: \_\_\_\_\_

2685 Long Lake Road, St Paul MN 55113 - Phone – (651) 342-1480



# Document A310™ – 2010

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)  
HOBBS Excavating, Inc.

20975 Engen Blvd NW  
Elk River, MN 55330

### OWNER:

(Name, legal status and address)  
ISD #477 Princeton Public Schools  
706 1st Street  
Princeton, MN 55371

**BOND AMOUNT: \*\*\* FIVE PERCENT OF AMOUNT BID \*\*\* (5%)**

### PROJECT:

(Name, location or address, and Project number, if any)  
Project No. S240023C; Princeton Middle School Site Improvements  
Princeton, MN

### SURETY:

(Name, legal status and principal place  
of business) The Gray Insurance Company  
PO Box 6202  
Metairie, LA 70009

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 29th

day of April, 2025

(Witness)

(Witness) Lin Ulven

HOBBS Excavating, Inc.

(Principal)

(Title)

The Gray Insurance Company

(Surety)

(Title) Nicholas L. Newton  
Attorney-in-Fact

(Seal)

(Seal)



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

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061110

INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT

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

SS

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

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

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

(Notary Seal)

CORPORATE ACKNOWLEDGMENT

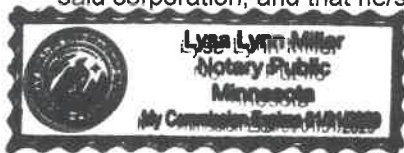
STATE OF Minnesota

SS

COUNTY OF Anoka

On the 29<sup>th</sup> day of April, 2005, before me personally appeared

Brian Backstrom to me known, who being by me duly sworn, did say that he/she is the President of the Hobs Excavating 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)

1/31/2009

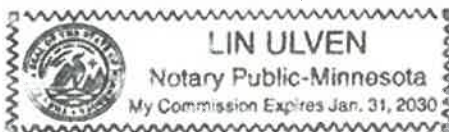
ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA

SS

COUNTY OF RAMSEY

On the 29th day of April, 2005, 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 The Gray 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 GRAY INSURANCE COMPANY  
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: Principal: HOBBS Excavating, Inc.

Project: Project No. S240023C; Princeton Middle School Site Improvements

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Nicholas L. Newton, Jennifer F. Newton, Barbara L. Olson, Lin Ulven, and Lisa Eubanks of St. Paul, Minnesota jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, 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 of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

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 The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26<sup>th</sup> day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the 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 Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

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

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4<sup>th</sup> day of November, 2022.



By:

*Michael T. Gray*

Michael T. Gray  
President  
The Gray Insurance Company

*Cullen S. Piske*

Cullen S. Piske  
President  
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4<sup>th</sup> day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican  
Notary Public  
Notary ID No. 92653  
Orleans Parish, Louisiana

*Leigh Anne Henican*

Leigh Anne Henican  
Notary Public, Parish of Orleans State of Louisiana  
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this day of

*Mark S. Manguno*

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 29<sup>th</sup> day of April, 2025

*Leigh Anne Henican*



Princeton Public Schools – ISD 477  
Princeton Middle School Site Improvements

SECTION 00 41 13  
BID FORM

PROPOSAL BID FORM

BID TO: Princeton Public Schools- ISD 477  
706 1<sup>st</sup> Street  
Princeton, MN 55371

BID FROM: New Look Contracting, Inc.  
14045 Northdale Blvd.  
Rogers, MN 55374

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Bolton & Menk, 3300 Fernbrook Lane North Suite 300, Plymouth MN 55447, dated April 4th, 2025, relating to the construction of the Princeton Schools 2024 Pavement Improvements Project the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bid Princeton Middle School Site Improvements Amount:

\$ EIGHT HUNDRED TWENTY THREE THOUSAND

\$ 823,000

UNIT PRICES:

Unit Price No. 1: Concrete Sidewalks – Cost per Square Foot

\$ Fourteen Dollars /sf

\$ 14.00

Alternate No.1:

ALT No. 1: Asphalt Pavement Reclaim / Repave

\$ ONE HUNDRED forty two THOUSAND

\$ 142,000

Alternate No. 2:

ALT No. 2: Additional Concrete Walks

\$ Fifty six THOUSAND

\$ 56,000

Princeton Public Schools – ISD 477  
Princeton Middle School Site Improvements

**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 4-17-25 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_ Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

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

**Bid Acceptance:** If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into and execute a Contract with the Owner in accordance with this Bid as accepted and in a form acceptable to Owner, and 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: 14045 Northdale Blvd.

City: Rogers State: MN Zip: 55374

Phone Number: 763-241-1596 Fax Number: 763-241-9196

Name (typed or printed): Joel Landkammer

Signature: [Signature]

Title: P.M.

Date: 4-29-25

END OF SECTION 00 41 13

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

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)  
New Look Contracting, Inc.

14045 Northdale Boulevard  
Rogers, MN 55374

### OWNER:

(Name, legal status and address)  
Independent School District No. 477, Princeton Public Schools  
706 1st Street  
Princeton, MN 55371

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

### PROJECT:

(Name, location or address, and Project number, if any)  
Princeton Middle School Parking Lot Repaving; Princeton, MN

### SURETY:

(Name, legal status and principal place of business)

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

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

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

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

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

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

Signed and sealed this 24th day of April, 2025

  
(Witness) Hanna Waitman

(Witness) Jessie Allen

New Look Contracting, Inc.

(Principal)

(Title) Jon Mitchell, President

Fidelity and Deposit Company of Maryland

(Surety)

(Title) Michelle Morrison, Attorney-in-Fact

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

Init.

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061110



## ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF Minnesota )

COUNTY OF Hennepin )

On this 24 day of April, in the year 2025, before me personally appeared Jon Mitchell,  
President of  
New Look Contracting, Inc., known to me to be  
the person whose name is subscribed to the instrument, and acknowledge that he/she executed the same.

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



Hanna G Wallmow  
\_\_\_\_\_, Notary Public  
My Commission Expires: Jan 31, 2030

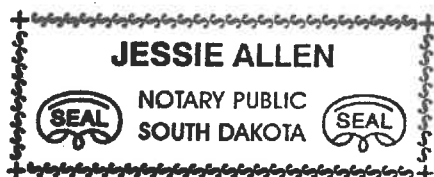
## ACKNOWLEDGEMENT OF SURETY

STATE OF South Dakota )

COUNTY OF Lincoln )

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

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



Jessie Allen  
\_\_\_\_\_, Notary Public  
My Commission Expires: 09/13/2025

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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 18th day of April, A.D. 2025.



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

By: *Christopher Nolan*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 18th day of April, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

**Genevieve M. Maison**  
Notary Public  
My Commission Expire January 27, 2029



## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 24th day of April, 2025.



Mary Jean Pethick  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[reports@claims@zurichna.com](mailto:reports@claims@zurichna.com)  
800-626-4577

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

SECTION 00 41 13  
BID FORM

PROPOSAL BID FORM

BID TO: **Princeton Public Schools- ISD 477**  
706 1<sup>st</sup> Street  
Princeton, MN 55371

BID FROM: U.S. SiteWork, Inc.  
Incorporated in the State of Minnesota

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Bolton & Menk, 3300 Fernbrook Lane North Suite 300, Plymouth MN 55447, dated April 4th, 2025, relating to the construction of the Princeton Schools 2024 Pavement Improvements Project the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

**Base Bid Princeton Middle School Site Improvements Amount:**

\$ Nine hundred seventy-five thousand, two hundred dollars and zero cents

\$ 975,200.00

**UNIT PRICES:**

**Unit Price No. 1: Concrete Sidewalks – Cost per Square Foot**

\$ Fourteen dollars and zero cents

\$ 14.00

**Alternate No.1:**

**ALT No. 1: Asphalt Pavement Reclaim / Repave**

\$ One hundred thirty-two thousand, sixty-eight dollars and zero cents

\$ 132,068.00

**Alternate No. 2:**

**ALT No. 2: Additional Concrete Walks**

\$ Sixty-two thousand, one hundred eleven dollars and zero cents

\$ 62,111.00

**Princeton Public Schools – ISD 477**  
**Princeton Middle School Site Improvements**

**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 04/17/2025 Addenda No.        Dated       

Addenda No.        Dated        Addenda No.        Dated       

**Responsible Contractor:** By submitting a bid for the above-named project, per Minnesota State Statue 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 Statue 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 and in a form acceptable to Owner, and to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 11040 183rd Circle NW Suite B

City: Elk River State: MN Zip: 55330

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

Name (typed or printed): Bart Anderson

Signature: 

Title: CEO

Date: 04/29/2025

**END OF SECTION 00 41 13**

## BID BOND

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

---

**CONTRACTOR:**

*(Name, legal status and address)*

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

**SURETY:**

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

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

**OWNER:**

*(Name, legal status and address)*

Independent School District No. 477  
706 First Street  
Princeton, MN 55371

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

**PROJECT:**

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

**Princeton Middle School Site Improvements**

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

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

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

Signed and sealed this 23rd day of April , 2025

  
(Witness)

  
(Witness)

U.S. SiteWork, Inc.

(Principal)  (Seal)

(Title) 

Travelers Casualty and Surety Company of America

(Surety)  (Seal)

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

**INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT**

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

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known to be the person described in and who executed the forgoing bond and he/she acknowledged the same to be his/her own free act and deed.

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

**CORPORATION / LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

STATE OF MINNESOTA  
COUNTY OF Sherburne

On this 25th day of April, 2025, before me personally came Bart Anderson to me known, who being by me duly sworn, did depose and say; that he/she is the CEO of U.S. SiteWork, Inc.,

the corporation / limited liability company described in and which executed the above instrument; on behalf of the corporation / limited liability company, and that he/she signed his/her name thereto by like order.



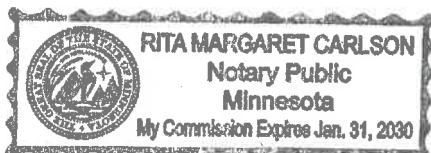
[Signature]  
Notary Public

**SURETY ACKNOWLEDGMENT**

STATE OF MINNESOTA  
COUNTY OF HENNEPIN

On this 23rd day of April, 2025, before me appeared John C. Klein to me personally known, who, being duly sworn, did say that he/she is the Attorney-In-Fact of Travelers Casualty and Surety Company of America of Hartford CT

that the seal affixed to the foregoing instrument is the corporation seal of said corporation; that the said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he/she did also acknowledge that he/she executed the said instrument as the free act and deed of said Company.



Rita Carlson  
Notary Public

**TRAVELERS**

**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **JOHN C KLEIN** of **MINNEAPOLIS**, Minnesota, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

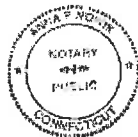
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

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

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

My Commission expires the 30th day of June, 2026



  
Anna P. Nowik, Notary Public

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

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

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

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

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

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

Dated this 23rd day of April, 2025.



  
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.**