



# ROCKFORD AREA SCHOOLS

INDEPENDENT SCHOOL DISTRICT 883  
BOARD OF EDUCATION

*A Tradition of Excellence, One Student at a Time*

Agenda for June 6, 2022

11:00 AM

Rockford High School, Heritage Room  
7600 County Rd 50  
Rockford, MN 55373

1. **CALL MEETING TO ORDER**
  - A. Board Roll Call
2. **APPROVAL OF AGENDA**
3. Resolution to Award of Contract for Abatement Bond Project 2
4. **ADJOURNMENT**

**Our Mission:** *In partnership with our communities and families, Rockford Area Schools provides challenging opportunities to engage, inspire, and educate globally-minded citizens.*

**Our Vision:** *Rockford Area Schools provides a supportive, rigorous, and relevant learning culture producing courageous learners prepared to enter a global society.*

## **Rockford Board of Education**

Brady Anderson

Eric Gordee

Jenny Kneeland

Amy Edwards

Jessica Johnson

Beth Praska

Superintendent Rhonda Dean



**ROCKFORD AREA SCHOOLS  
INDEPENDENT SCHOOL DISTRICT 883  
BOARD OF EDUCATION**

**Subject:** \_\_\_\_\_

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

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

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

Information

Briefing

Action

Enclosure Item(s)

---

June 6, 2022



Board of Education  
Rockford Area School District 883  
6051 Ash Street  
Rockford, MN 55373

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

Re: Rockford Area School District 883  
Rockford Schools Site Improvements

Dear Board Members:

At 10:00 a.m. on Friday, June 3, 2022, we received four (4) bids for the above-referenced project.

ICS has reviewed the bids received for the above-referenced project and the apparent low responsible bidder is under the overall project budget. We have contacted the apparent low bidder, New Look Contracting, Inc. and have confirmed that their bid is valid. Our itemized recommendation is as follows:

|   |  |
|---|--|
| <b>Base Bid C:</b> Combined Site Improvements for Rockford Elementary School, Rockford Middle School and Rockford High School – <b>Recommendation:</b> Accept | <b>\$2,114,950.00</b>                              |
| <b>Alternate No. 1:</b> 8’ Concrete walk and 40 Stairs at Elementary. At this time, we recommend holding the pricing of \$108,200.00.                         | <b>Hold for June 20<sup>th</sup> Board Meeting</b> |
| <b>Alternate No. 2:</b> Reclaim Asphalt 5400 SY at High School. At this time, we recommend holding the pricing of \$135,500.00.                               | <b>Hold for June 20<sup>th</sup> Board Meeting</b> |
| <b>Alternate No. 3:</b> Reclaim Asphalt 2500 SY at High School. At this time, we recommend holding the pricing of \$69,600.00.                                | <b>Hold for June 20<sup>th</sup> Board Meeting</b> |
| <b>Alternate No. 4:</b> Reclaim Asphalt 17,100 SY at both Elementary and High School. At this time, we recommend holding the pricing of \$390,600.00.         | <b>Hold for June 20<sup>th</sup> Board Meeting</b> |
| <b>TOTAL CONTRACT:</b>  | <b>\$2,114,950.00</b>                              |

We recommend that the District enter into a contract with New Look Contracting, Inc. of Rogers, Minnesota for the total bid amount of Two Million One Hundred Fourteen Thousand Nine Hundred Fifty Dollars and Zero/Cents (\$2,114,950.00).

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

Enclosed are copies of the official bid tabulation, bid forms, bid securities, New Look’s proposed first tier subcontractor list. Please contact us at 763-354-2670 should you have any questions regarding our recommendation.

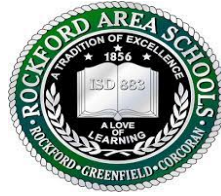
Regards,

Chris Vogel  
Project Manager

CV/rw  
Enclosures



# Rockford Area School District 883 - Site Improvements



# BID TABULATIONS

OWNER: Rockford Area School District 883

CONSTRUCTION MANAGER: ICS

CIVIL AND M & E ENGINEERS: Bolton & Menk / CMTA

Friday, June 3, 2022 at 10:00 a.m.

Single Prime

|  | BIDDER   | BIDDER  | BIDDER  | BIDDER   | BIDDER |
|--|--|---|---|--|--------|
|  | <b>New Look Contracting, Inc.</b><br>14045 Northdale Blvd.<br>Rogers, MN 55374<br>763-645-5500 | <b>S.M. Hentges &amp; Sons, Inc.</b><br>650 Quaker Ave.<br>Jordan, MN 55352<br>952-492-5700 | <b>G. L. Contracting, Inc.</b><br>4300 Willow Dr.<br>Medina, MN 55340<br>763-478-9529 | <b>G. Urban Companies, Inc.</b><br>3781 Labore Rd.<br>St. Paul, MN 55110<br>651-248-9830 |        |
| <b>BID SECURITY</b>  | Yes  | Yes   | Yes   | Yes  |        |
| <b>ADDENDA REC'D.</b>  | 1 & 2  | 1 & 2   | 1 & 2   | 1 & 2  |        |
| MN Responsible Contractor  | x  | x   | x   | x  |        |
| <b>BASE BID "A": Rockford Elementary and High School</b>                         | \$1,384,650.00   | \$1,406,000.00  |   | \$2,025,000.00   |        |
| <b>Alt. No. 1"A":</b> 8' Concrete Walk and 40 Stairs @ Elementary                | ADD: \$108,200.00  | ADD: \$178,800.00   |   | ADD: \$210,000.00  |        |
| <b>Alt. No. 2"A":</b> Reclaim Asphalt 5400 SY @ High School                      | ADD: \$135,500.00  | ADD: \$160,300.00   |   | ADD: \$220,000.00  |        |
| <b>Alt. No. 3"A":</b> Reclaim Asphalt 2500 SY @ High School                      | ADD: \$69,600.00   | ADD: \$76,400.00  |   | ADD: \$225,000.00  |        |
| <b>Alt. No. 4"A":</b> Reclaim Asphalt 17,100 SY w/ both High School & Elementary | ADD: \$390,600.00  | ADD: \$468,500.00   |   | ADD: \$660,000.00  |        |
| <b>BASE BID "B": Rockford Middle School</b>                                      | \$730,300.00   | \$900,000.00  | \$1,174,000.00  | \$1,490,000.00   |        |
| <b>BASE BID "C": Combined Elementary, High School and Middle</b>                 | \$2,114,950.00   | \$2,230,400.00  |   | \$3,490,000.00   |        |
| <b>Alt. No. 1"C":</b> 8' Concrete Walk and 40 Stairs @ Elementary                | ADD: \$108,200.00  | ADD: \$178,800.00   |   | ADD: \$210,000.00  |        |
| <b>Alt. No. 2"C":</b> Reclaim Asphalt 5400 SY @ High School                      | ADD: \$135,500.00  | ADD: \$160,300.00   |   | ADD: \$220,000.00  |        |
| <b>Alt. No. 3"C":</b> Reclaim Asphalt 2500 SY @ High School                      | ADD: \$69,600.00   | ADD: \$76,400.00  |   | ADD: \$225,000.00  |        |
| <b>Alt. No. 4"C":</b> Reclaim Asphalt 17,100 SY w/ both High School & Elementary | ADD: \$390,600.00  | ADD: \$468,500.00   | 4   | ADD: \$660,000.00  |        |

**Rockford Area School District 883 - Site Improvements**



**BID TABULATIONS**

OWNER: Rockford Area School District 883

CONSTRUCTION MANAGER: ICS

CIVIL AND M & E ENGINEERS: Bolton & Menk / CMTA

Friday, June 3, 2022 at 10:00 a.m.

Single Prime

|   | BIDDER         | BIDDER      | BIDDER               | BIDDER             | BIDDER |
|---|----------------|-------------|----------------------|--------------------|--------|
|   | GL CONTRACTING | URBAN CO.   | NEW LOOK CONTRACTING | SIM HENTGES & SONS |        |
| <b>BID SECURITY</b>   | ✓              | ✓           | ✓                    | ✓                  |        |
| <b>ADDENDA REC'D.</b>   | 1 & 2          | 1 & 2       | 1 & 2                | 1 & 2              |        |
| MN Responsible Contractor   | ✓              | ✓           | ✓                    | ✓                  |        |
| <b>BASE BID "A": Rockford Elementary and High School</b>                  |                | \$2,025,000 | \$1,384,650          | \$1,406,000        |        |
| Alt. No. 1"A": 8' Concrete Walk and 40 Stairs @ Elementary                |                | \$210,000   | \$108,200            | \$178,800          |        |
| Alt. No. 2"A": Reclaim Asphalt 5400 SY @ High School                      |                | \$220,000   | \$135,500            | \$160,300          |        |
| Alt. No. 3"A": Reclaim Asphalt 2500 SY @ High School                      |                | \$225,000   | \$69,600             | \$76,400           |        |
| Alt. No. 4"A": Reclaim Asphalt 17,100 SY w/ both High School & Elementary |                | \$660,000   | \$390,600            | \$468,500          |        |
| <b>BASE BID "B": Rockford Middle School</b>                               | \$1,174,000    | \$1,490,000 | \$730,300            | \$900,000          |        |
| <b>BASE BID "C": Combined Elementary, High School and Middle</b>          |                | \$3,490,000 | \$2,114,950          | \$2,230,400        |        |
| Alt. No. 1"C": 8' Concrete Walk and 40 Stairs @ Elementary                |                | \$210,000   | \$108,200            | \$178,800          |        |
| Alt. No. 2"C": Reclaim Asphalt 5400 SY @ High School                      |                | \$220,000   | \$135,500            | \$160,300          |        |
| Alt. No. 3"C": Reclaim Asphalt 2500 SY @ High School                      |                | \$225,000   | \$69,600             | \$76,400           |        |
| Alt. No. 4"C": Reclaim Asphalt 17,100 SY w/ both High School & Elementary |                | \$680,000   | \$390,600            | \$468,500          |        |

**SECTION 00 41 13**  
**BID FORM**

PROPOSAL BID FORM

**BID TO: Rockford Area School District 883**  
6051 Ash Street  
Rockford, MN 55373

**BID FROM:** \_\_\_\_\_ New Look Contracting  
14045 Northdale Blvd.  
\_\_\_\_\_  
Rogers, MN 55374  
\_\_\_\_\_  
(763) 241-1596 – office  
\_\_\_\_\_  
(763) 241-9196 – fax



In accordance with the Advertisement for Bids and the proposed construction documents prepared by Bolton & Menk; Golden Valley, MN and dated May 17, 2022 relating to the construction of the Rockford Area Schools Site Improvements, 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:

**A. Rockford Elementary/High School Site Improvements**

- 1. BASE BID:** Bidder agrees to perform all work associated at Rockford Elementary and Rockford High School for the Base Bid Sum of:

\_\_\_\_\_ DOLLARS \$ 1,384,650.<sup>00</sup>

**2. ALTERNATES**

- a. Alternate #1: 10' 8' Concrete Walk and 40 Stairs:** Bidder agrees to perform all work associated with the Rockford Elementary Site Improvements for the Base Bid Sum of:

Add \_\_\_\_\_ DOLLARS \$ 108,200.<sup>00</sup>

- b. Alternate #2: Reclaim Asphalt 5400 SY:** Bidder agrees to perform all work in the above associated with the Rockford High School Site Improvements for the Base Bid Sum of:

Add \_\_\_\_\_ DOLLARS \$ 135,500.<sup>00</sup>

- c. **Alternate #3: Reclaim Asphalt 2500 SY:** Bidder agrees to perform all work associated with the Rockford High School Site Improvements for the Base Bid Sum of:

Add \_\_\_\_\_ DOLLARS \$ 69,600.<sup>00</sup>

- d. **Alternate #4: Reclaim Asphalt 17,100 SY:** Bidder agrees to perform all work in the above associated with both the Rockford High School Site Improvements for the Base Bid Sum of:

Add \_\_\_\_\_ DOLLARS \$ 390,600.<sup>00</sup>

**B. Rockford Middle School Site Improvements**

1. **BASE BID:** Bidder agrees to perform all work associated with the Rockford Middle School for the Base Bid Sum of:

\_\_\_\_\_ DOLLARS \$ 730,300.<sup>00</sup>

**C. COMBINED BID Rockford Elementary/High School Site Improvements AND Rockford Middle School Site Improvements**

1. **BASE BID:** Bidder agrees to perform all work associated with the Rockford Elementary/High School and Rockford Middle School for the base bid sum of

\_\_\_\_\_ DOLLARS \$ 2,114,950.<sup>00</sup>

**3. ALTERNATES**

- a. **Alternate #1: ~~10~~ 8' Concrete Walk and 40 Stairs:** Bidder agrees to perform all work associated with the Rockford Elementary Site Improvements for the Base Bid Sum of:

Add \_\_\_\_\_ DOLLARS \$ 108,200.<sup>00</sup>

- b. **Alternate #2: Reclaim Asphalt 5400 SY:** Bidder agrees to perform all work in the above associated with the Rockford High School Site Improvements for the Base Bid Sum of:

Add \_\_\_\_\_ DOLLARS \$ 135,500.<sup>00</sup>

- c. **Alternate #3: Reclaim Asphalt 2500 SY:** Bidder agrees to perform all work associated with the Rockford High School Site Improvements for the Base Bid Sum of:

Add \_\_\_\_\_ DOLLARS \$ 69,600.<sup>00</sup>

d. **Alternate #4: Reclaim Asphalt 17,100 SY:** Bidder agrees to perform all work in the above associated with both the Rockford High School Site Improvements for the Base Bid Sum of:

Add \_\_\_\_\_ DOLLARS \$ 390,600.00

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

Addenda No. 1 Dated 5/23 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_  
Addenda No. 2 Dated 5/31 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, 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: \_\_\_\_\_ New Look Contracting  
14045 Northdale Blvd.  
Rogers, MN 55374  
City: \_\_\_\_\_ (763) 241-1596 – office  
(763) 241-9196 – fax  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Zip: \_\_\_\_\_



Name (typed or printed): \_\_\_\_\_

Signature: \_\_\_\_\_ New Look Contracting  
Wyatt Gutzke  
(763)-645-5500 – direct dial  
Title: \_\_\_\_\_ (612) 231-0024 – cell number  
wgutzke@newlookcontracting.net  
Date: 6/3/22 (763) 241-9196 – fax



END OF SECTION 00 41 13

**Bid Bond**

**CONTRACTOR:**

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

14045 Northdale Boulevard

Rogers, MN 55374

**OWNER:**

(Name, legal status and address)  
ISD No. 883, Rockford Area Schools

6051 Ash Street  
Rockford, MN 55373

**BOND AMOUNT:**

Five Percent (5%) of Total Amount Bid

**PROJECT:**

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

Rockford Schools Site Improvements, Rockford Middle School, Rockford Elementary School, Rockford High School, Rockford, MN

**SURETY:**

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland

1299 Zurich Way, 5th Floor  
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 2nd day of June, 2022.

*Chelby Lawrence*  
\_\_\_\_\_  
(Witness)

New Look Contracting, Inc.  
(Principal) \_\_\_\_\_ (Seal)

*Jon Mitchell*  
(Title) Jon Mitchell, President \_\_\_\_\_

*[Signature]*  
\_\_\_\_\_  
(Witness)

Fidelity and Deposit Company of Maryland  
(Surety) \_\_\_\_\_ (Seal)

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



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

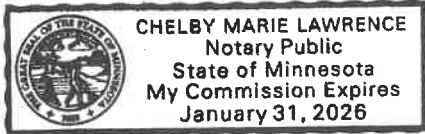
CORPORATE ACKNOWLEDGMENT

State of Minnesota )  
 ) ss  
County of Hennepin )

On this 2nd day of June 2022, before me appeared Jon Mitchell, to me personally known, who, being by me duly sworn, did say that he/she is the President of New Look Contracting, Inc., a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and that said Jon Mitchell acknowledged said instrument to be the free act and deed of said corporation.

Chelby Lawrence

Notary Public Sherburne County, MN  
My commission expires Jan 31 2026



SURETY ACKNOWLEDGMENT

State of Wisconsin )  
 ) ss  
County of Polk )

On this 2nd day of June 2022, before me appeared Brian J. Oestreich, to me personally know, who being by me duly sworn, did say that (s)he is the Attorney-in-Fact of Fidelity and Deposit Company of Maryland, 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 Brian J. Oestreich acknowledged said instrument to be the free act and deed of said corporation.

[Signature]



Notary Public Polk County, Wisconsin  
My commission expires 6/21/2025

**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 **Robert D. Murray, 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, Nicole STILLINGS and C. WHITE, of Minneapolis, 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 November, A.D. 2021.



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

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 18th day of November, A.D. 2021, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, 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, deposeth 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.



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023

**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 2nd day of June, 2022.



*MJ Pethick*

By: 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  
[www.reportsfclaims@zurichna.com](mailto:www.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**

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: **Rockford Area School District 883**  
6051 Ash Street  
Rockford, MN 55373

BID FROM: G URBAN COMPANIES INC  
3781 LAURE RD  
ST PAUL, MN 55110

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Bolton & Menk; Golden Valley, MN and dated May 17, 2022 relating to the construction of the Rockford Area Schools Site Improvements, 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:

**A. Rockford Elementary/High School Site Improvements**

- 1. BASE BID:** Bidder agrees to perform all work associated at Rockford Elementary and Rockford High School for the Base Bid Sum of:

two million twenty-five thousand DOLLARS \$ 2,025,000

**2. ALTERNATES**

- a. Alternate #1: ~~10'~~ 8' Concrete Walk and 40 Stairs:** Bidder agrees to perform all work associated with the Rockford Elementary Site Improvements for the Base Bid Sum of:

Add two hundred ten thousand DOLLARS \$ 210,000

- b. Alternate #2: Reclaim Asphalt 5400 SY:** Bidder agrees to perform all work in the above associated with the Rockford High School Site Improvements for the Base Bid Sum of:

Add two hundred twenty thousand DOLLARS \$ 220,000

- c. **Alternate #3: Reclaim Asphalt 2500 SY:** Bidder agrees to perform all work associated with the Rockford High School Site Improvements for the Base Bid Sum of:

Add two hundred twenty-five thousand DOLLARS \$ 225,000

- d. **Alternate #4: Reclaim Asphalt 17,100 SY:** Bidder agrees to perform all work in the above associated with both the Rockford High School Site Improvements for the Base Bid Sum of:

Add six hundred sixty thousand DOLLARS \$ 660,000

**B. Rockford Middle School Site Improvements**

1. **BASE BID:** Bidder agrees to perform all work associated with the Rockford Middle School for the Base Bid Sum of:

one million four hundred ninety thousand DOLLARS \$ 1,490,000

**C. COMBINED BID Rockford Elementary/High School Site Improvements AND Rockford Middle School Site Improvements**

1. **BASE BID:** Bidder agrees to perform all work associated with the Rockford Elementary/High School and Rockford Middle School for the base bid sum of

three million four hundred ninety thousand DOLLARS \$ 3,490,000

**3. ALTERNATES**

- a. **Alternate #1: ~~10'~~ 8' Concrete Walk and 40 Stairs:** Bidder agrees to perform all work associated with the Rockford Elementary Site Improvements for the Base Bid Sum of:

Add two hundred ten thousand DOLLARS \$ 210,000

- b. **Alternate #2: Reclaim Asphalt 5400 SY:** Bidder agrees to perform all work in the above associated with the Rockford High School Site Improvements for the Base Bid Sum of:

Add two hundred twenty thousand DOLLARS \$ 220,000

- c. **Alternate #3: Reclaim Asphalt 2500 SY:** Bidder agrees to perform all work associated with the Rockford High School Site Improvements for the Base Bid Sum of:

Add two hundred twenty-five thousand DOLLARS \$ 225,000

- d. **Alternate #4: Reclaim Asphalt 17,100 SY:** Bidder agrees to perform all work in the above associated with both the Rockford High School Site Improvements for the Base Bid Sum of:

Add Six hundred sixty thousand DOLLARS \$ 660,000

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

Addenda No. 1 Dated 5/23 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_  
Addenda No. 2 Dated 5/31 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, 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: 3781 LABARE RD  
City: ST PAUL State: MN Zip: 55110  
Phone Number: 651-248-9830 Fax Number: 651-426-3554  
Name (typed or printed): GREG URBAN  
Signature: [Handwritten Signature]  
Title: OWNER  
Date: 6/3/22

END OF SECTION 00 41 13



**Bid Bond**

**CONTRACTOR:**

*(Name, legal status and address)*

**G Urban Companies Inc.**  
3781 Labore Rd.

Saint Paul, MN 55110

**SURETY:**

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

**Granite Re, Inc.**  
14001 Quailbrook Drive

Oklahoma City, OK 73134

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

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

**OWNER:**

*(Name, legal status and address)*

**ISD#883-Rockford Area Schools**

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

**PROJECT: S21066 - Site Improvements**

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

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

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

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

Signed and sealed this 31st day of May, 2022

\_\_\_\_\_  
(Witness)  
  
\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
**G Urban Companies Inc.**  
(Principal) (Seal)  
  
(Title)  
  
\_\_\_\_\_  
**Granite Re, Inc.**  
(Surety) (Seal)  
  
(Title) **Troy Staples, Attorney-in-Fact**

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

### ACKNOWLEDGMENT OF PRINCIPAL (Individual)

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

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

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

### ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

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

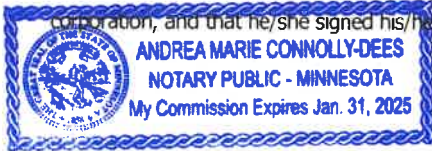
On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally come(s) \_\_\_\_\_, a member of the co-partnership of \_\_\_\_\_, to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same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

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

### ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of Minnesota )  
County of Dakota )

On this 31st day of May, in the year 2022, before me personally come(s) Joe Ryan, to me known, who, being duly sworn, deposes and says that he/she is the Office Manager of the G Urban Companies Inc. the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.



*[Signature]*  
\_\_\_\_\_  
Notary Public

### ACKNOWLEDGMENT OF SURETY

State of Minnesota )  
County of Dakota )

On this 31st day of May, in the year 2022, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of Granite Re, Inc. with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Granite Re, Inc. company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.



*[Signature]*  
\_\_\_\_\_  
Notary Public

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

**Know all Men by these Presents:**

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

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

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

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

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



*Kenneth D. Whittington*  
\_\_\_\_\_  
Kenneth D. Whittington, President

*Kyle P. McDonald*  
\_\_\_\_\_  
Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA )  
                                  ) SS:  
COUNTY OF OKLAHOMA )

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

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



*Bethany J. Alred*  
\_\_\_\_\_  
Notary Public

**GRANITE RE, INC.**  
**Certificate**

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this  
31st day of May, 2022.



*Kyle P. McDonald*  
\_\_\_\_\_  
Kyle P. McDonald, Assistant Secretary

SECTION 00 41 13  
BID FORM

PROPOSAL BID FORM

BID TO: **Rockford Area School District 883**  
6051 Ash Street  
Rockford, MN 55373

BID FROM: B.L. Contracting Inc  
4300 Willow Dr  
Medina, MN, 55340

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Bolton & Menk; Golden Valley, MN and dated May 17, 2022 relating to the construction of the Rockford Area Schools Site Improvements, 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:

**A. Rockford Elementary/High School Site Improvements**

1. **BASE BID:** Bidder agrees to perform all work associated at Rockford Elementary and Rockford High School for the Base Bid Sum of:

\_\_\_\_\_ DOLLARS \$

**2. ALTERNATES**

- a. **Alternate #1: 10' 8' Concrete Walk and 40 Stairs:** Bidder agrees to perform all work associated with the Rockford Elementary Site Improvements for the Base Bid Sum of:

Add \_\_\_\_\_ DOLLARS \$

- b. **Alternate #2: Reclaim Asphalt 5400 SY:** Bidder agrees to perform all work in the above associated with the Rockford High School Site Improvements for the Base Bid Sum of:

Add \_\_\_\_\_ DOLLARS \$

- c. **Alternate #3: Reclaim Asphalt 2500 SY:** Bidder agrees to perform all work associated with the Rockford High School Site Improvements for the Base Bid Sum of:

Add \_\_\_\_\_ DOLLARS \$

- d. **Alternate #4: Reclaim Asphalt 17,100 SY:** Bidder agrees to perform all work in the above associated with both the Rockford High School Site Improvements for the Base Bid Sum of:

Add \_\_\_\_\_ DOLLARS \$

**B. Rockford Middle School Site Improvements**

1. **BASE BID:** Bidder agrees to perform all work associated with the Rockford Middle School for the Base Bid Sum of:

*One million one hundred seventy four Thousand*  
\_\_\_\_\_ DOLLARS \$

**C. COMBINED BID Rockford Elementary/High School Site Improvements AND Rockford Middle School Site Improvements**

1. **BASE BID:** Bidder agrees to perform all work associated with the Rockford Elementary/High School and Rockford Middle School for the base bid sum of

\_\_\_\_\_ DOLLARS \$

**3. ALTERNATES**

- a. **Alternate #1: 10' 8' Concrete Walk and 40 Stairs:** Bidder agrees to perform all work associated with the Rockford Elementary Site Improvements for the Base Bid Sum of:

Add \_\_\_\_\_ DOLLARS \$

- b. **Alternate #2: Reclaim Asphalt 5400 SY:** Bidder agrees to perform all work in the above associated with the Rockford High School Site Improvements for the Base Bid Sum of:

Add \_\_\_\_\_ DOLLARS \$

- c. **Alternate #3: Reclaim Asphalt 2500 SY:** Bidder agrees to perform all work associated with the Rockford High School Site Improvements for the Base Bid Sum of:

Add \_\_\_\_\_ DOLLARS \$

d. **Alternate #4: Reclaim Asphalt 17,100 SY:** Bidder agrees to perform all work in the above associated with both the Rockford High School Site Improvements for the Base Bid Sum of:

Add \_\_\_\_\_ DOLLARS \$

**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 5/23/22 Addenda No. 2 Dated 5/31/22

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, 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 Willow Dr

City: Medina State: MN Zip: 55340

Phone Number: 763-478-9527 Fax Number: 763-404-2350

Name (typed or printed): Dan Swanson

Signature: 

Title: Vice President

Date: 6/3/22

END OF SECTION 00 41 13

**Bid Bond**

**CONTRACTOR:**

(Name, legal status and address)  
G.L. Contracting, Inc.

4300 Willow Drive

Medina, MN 55340

**OWNER:**

(Name, legal status and address)

ISD No. 883, Rockford Area Schools

6051 Ash Street

Rockford, MN 55373

**BOND AMOUNT:**

Five Percent (5%) of Total Amount Bid

**PROJECT:**

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

Rockford Schools Site Improvements, Rockford Middle School, Rockford Elementary School, Rockford High School, Rockford, MN

**SURETY:**

(Name, legal status and principal place of business)

Nationwide Mutual Insurance Company

One West Nationwide Blvd, 1-04-701

Columbus, OH 43215

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 3rd day of June, 2022.

*[Signature]*  
(Witness)

G.L. Contracting, Inc.  
(Principal) (Seal)

*[Signature]*  
(Title)

*Tina Domask*  
(Witness)

Nationwide Mutual Insurance Company  
(Surety) (Seal)

*[Signature]*  
(Title) Nicole Stillings, Attorney-in-Fact

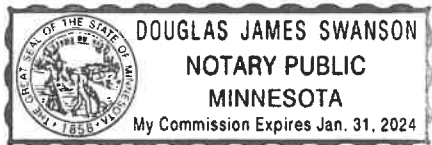


By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) ([www.nasbp.org](http://www.nasbp.org)) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business.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

CORPORATE ACKNOWLEDGMENT

State of Minnesota )  
County of Hennepin ) ss

On this 3rd day of June 2022, before me appeared Dan Swanson, to me personally known, who, being by me duly sworn, did say that he/she is the Vice President of G.L. Contracting, Inc., a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and that said Dan Swanson acknowledged said instrument to be the free act and deed of said corporation.

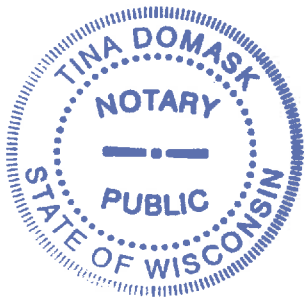


[Signature]  
Notary Public Hennepin County, MN  
My commission expires 1/31/2024

SURETY ACKNOWLEDGMENT

State of Wisconsin )  
County of Dane ) ss

On this 3rd day of June 2022, before me appeared Nicole Stillings, to me personally know, who being by me duly sworn, did say that (s)he is the Attorney-in-Fact of 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 executed in behalf of said corporation by authority of its Board of Directors; and that said Nicole Stillings acknowledged said instrument to be the free act and deed of said corporation.



Tina Domask  
Notary Public Dane County, Wisconsin  
My commission expires 10/25/2023

Power of Attorney

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:

BRIAN J OESTREICH; C. WHITE; EMILY R WHITE; JOSHUA R LOFTIS; LIN ULVEN; MELINDA C BLODGETT; NATHAN C WEAVER; NICOLE STILLINGS; R.C. BOWMAN; R.W. FRANK; RACHEL THOMAS; SANDY M ENGSTRUM; TED R JORGENSEN;

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

UNLIMITED

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.

[Handwritten signature of Antonio C. Albanese]

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

[Handwritten signature of Stephanie Rubino McArthur]

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

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

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 3rd day of June, 2022.

[Handwritten signature of Laura B. Guy]

Assistant Secretary

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: **Rockford Area School District 883**  
6051 Ash Street  
Rockford, MN 55373

BID FROM: S.M. HEITGES & SONS, INC.  
650 QUAKER AVE.  
JORDAN, MN. 55352.

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Bolton & Menk; Golden Valley, MN and dated May 17, 2022 relating to the construction of the Rockford Area Schools Site Improvements, 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:

**A. Rockford Elementary/High School Site Improvements**

1. **BASE BID:** Bidder agrees to perform all work associated at Rockford Elementary and Rockford High School for the Base Bid Sum of:

one million four hundred six thousand DOLLARS \$ 1,406,000.00

2. **ALTERNATES**

- a. **Alternate #1: ~~10'~~ 8' Concrete Walk and 40 Stairs:** Bidder agrees to perform all work associated with the Rockford Elementary Site Improvements for the Base Bid Sum of:

Add one hundred seventy eight thousand eight hundred DOLLARS \$ 178,800.00

- b. **Alternate #2: Reclaim Asphalt 5400 SY:** Bidder agrees to perform all work in the above associated with the Rockford High School Site Improvements for the Base Bid Sum of:

Add one hundred sixty thousand three hundred DOLLARS \$ 160,300.00

- c. **Alternate #3: Reclaim Asphalt 2500 SY:** Bidder agrees to perform all work associated with the Rockford High School Site Improvements for the Base Bid Sum of:

Add seventy six thousand four hundred DOLLARS \$ 76,400.00

- d. **Alternate #4: Reclaim Asphalt 17,100 SY:** Bidder agrees to perform all work in the above associated with both the Rockford High School Site Improvements for the Base Bid Sum of:

Add four hundred sixty eight thousand five hundred DOLLARS \$ 468,500.00

**B. Rockford Middle School Site Improvements**

1. **BASE BID:** Bidder agrees to perform all work associated with the Rockford Middle School for the Base Bid Sum of:

nine hundred thousand DOLLARS \$ 900,000.00

**C. COMBINED BID Rockford Elementary/High School Site Improvements AND Rockford Middle School Site Improvements**

1. **BASE BID:** Bidder agrees to perform all work associated with the Rockford Elementary/High School and Rockford Middle School for the base bid sum of

two million two hundred thirty thousand four hundred DOLLARS \$ 2,230,400.00

**3. ALTERNATES**

- a. **Alternate #1: 10' 8' Concrete Walk and 40 Stairs:** Bidder agrees to perform all work associated with the Rockford Elementary Site Improvements for the Base Bid Sum of:

Add one hundred seventy eight thousand eight hundred DOLLARS \$ 178,800.00

- b. **Alternate #2: Reclaim Asphalt 5400 SY:** Bidder agrees to perform all work in the above associated with the Rockford High School Site Improvements for the Base Bid Sum of:

Add one hundred sixty thousand three hundred DOLLARS \$ 160,300.00

- c. **Alternate #3: Reclaim Asphalt 2500 SY:** Bidder agrees to perform all work associated with the Rockford High School Site Improvements for the Base Bid Sum of:

Add seventy six thousand four hundred DOLLARS \$ 76,400.00

d. **Alternate #4: Reclaim Asphalt 17,100 SY:** Bidder agrees to perform all work in the above associated with both the Rockford High School Site Improvements for the Base Bid Sum of:

Add four hundred sixty eight thousand five hundred DOLLARS \$ 468,500.00

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

Addenda No. 1 Dated 5/23/2022 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

Addenda No. 2 Dated 5/31/2022 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

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

**Bid Acceptance:** If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter, 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: 650 QUAKER AVE.

City: JORDAN State: MD. Zip: 55352

Phone Number: 952-492-5700 Fax Number: 952-492-5705

Name (typed or printed): NATHAN HARTZESS.

Signature: 

Title: BUSINESS DIRECTOR

Date: 6/3/2022.

**END OF SECTION 00 41 13**

# Bid Bond

**CONTRACTOR:**

(Name, legal status and address)  
**S.M. Hentges & Sons Inc.**

**650 Quaker Avenue**

**Jordan, MN 55352**

**OWNER:**

(Name, legal status and address)  
**ISD No. 883, Rockford Area Schools**

**6051 Ash Street**

**Rockford, MN 55373**

**BOND AMOUNT:**

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

**PROJECT:**

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

**Rockford Schools Site Improvements, Rockford Middle School, Rockford Elementary School, Rockford High School, Rockford, MN**

**SURETY:**

(Name, legal status and principal place of business)

**Liberty Mutual Insurance Company**

**175 Berkeley Street**

**Boston, MA 02116**

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

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

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

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

Signed and sealed this **2nd** day of **June, 2022**.

(Witness) 

(Witness) 

**S.M. Hentges & Sons Inc.** **NO SEAL**  
(Seal)  
(Principal)

  
(Title) **BUSINESS DIRECTOR**

**Liberty Mutual Insurance Company**  
(Surety) (Seal)

  
(Title) **Lin Ulven, Attorney-in-Fact**

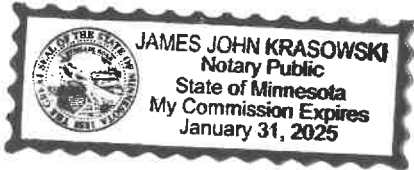


By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) ([www.nasbp.org](http://www.nasbp.org)) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business.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

CORPORATE ACKNOWLEDGMENT

State of Minnesota )  
 ) ss  
County of Scott )

On this 2nd day of June 2022, before me appeared NATHAN HENTGES  
to me personally known, who, being by me duly sworn, did say that he/she is the BUSINESS DIRECTOR  
of S.M. Hentges & Sons Inc., a corporation, and that said instrument  
was executed in behalf of said corporation by authority of its Board of Directors, and that said  
NATHAN HENTGES acknowledged said instrument to be the free act and deed of  
said corporation.



James John Krasowski  
Notary Public Hennepin County, MINNESOTA  
My commission expires 01/31/2025

SURETY ACKNOWLEDGMENT

State of Wisconsin )  
 ) ss  
County of Polk )

On this 2nd day of June 2022, before me appeared Lin Ulven,  
to me personally know, who being by me duly sworn, did say that (s)he is the Attorney-in-Fact of \_\_\_\_\_  
Liberty 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  
executed in behalf of said corporation by authority of its Board of Directors; and that said \_\_\_\_\_  
Lin Ulven acknowledged said instrument to be the free act and deed of said corporation.



[Signature]  
Notary Public Polk County, Wisconsin  
My commission expires 6/21/2025



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: 8207173 - 190054

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, Brian J. Oestreich; C. White; Emily White; Joshua R. Loftis; Lin Ulven; Melinda C. Blodgett; Nathan Weaver; Nicole Stillings; R. C. Bowman; R. W. Frank; Rachel Thomas; Ross S. Squires; Sandra M. Engstrum; Ted Jorgensen; Tina L. Domask

all of the city of Minneapolis state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of January, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]

David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 24th day of January, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: [Signature]

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of June, 2022.



By: [Signature]

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.