HR / Business Services Committee
Duluth Public Schools, ISD 709
Agenda
Monday, August 11, 2025
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
4:30 PM

1. **Guest Presentations for this Meeting**
2. **Department Reports**
   - A. **Human Resources**
     - 1) HR Monthly Department Summary Report 2
   - B. **Business Services**
     - 1) Enrollment Report - **(Reports will resume October 2025)**
     - 2) Child Nutrition Department Report 4
     - 3) Facilities Department Report 5
     - 4) Technology Department Report - **(No Attachment for August 2025)**
     - 5) Transportation Department Report 7
3. **Recommended Resolutions**
   - A. B-8-25-4114 - Acceptance of Donations to Duluth Public Schools 8
   - B. HR-8-25-4115 - Resolution Authorizing Employment of a School Board Member by the District FY26 10
4. **Consent Agenda**
   - A. HR Staffing Report 12
   - B. Finances
     - 1) Financial Report 13
     - 2) Fundraisers 14
   - C. Bids, RFPs, and Quotes
     - 1) BID #1340 - Duluth Public School DNT Education Center Buildout 15
   - D. Contracts, Change Orders and Leases
     - 1) CONTRACT - PSEO Duluth Public Schools 2025-26 283
5. **Miscellaneous Informational Items (no action required)**
   - A. Expenditure Contracts 290
   - B. No Cost Contracts 422
   - C. Revenue Contracts - None
   - D. Grant Applications 432
   - E. Change Orders Signed 433

Human Resources Report for August 2025 School Board Meeting
Highlighting July 2025 Activities

Department:	Human Resources
HR|Business Services Committee:	08.11.2025
Regular Board Meeting:	08.19.2025
Report Prepared By:	Theresa Severance

Manager's Minutes:

- Wrapping up negotiations with the Paraprofessional bargaining unit.
- In partnership with the Transportation Department, we have started our Bus Driver Training Program. This program trains bus helpers to become bus drivers through training and studying. Once helpers earn their CDL and Bus Endorsements, they are signed on to be drivers. So far, we have 2 people who are in this program!
- We attended the CareerForce hiring fair on 07/09/25.

What We're Working On:

- New Hire Orientation on 08/14. Our chance to welcome all new hires, whether Certified or Non-Certified, to the District to go over Benefits, Policies and Procedure to start the new year off right! We have invited Principals and APs to come to the DSC on 08/14 and set up tables in the cafeteria so new staff can meet their building supervisors as soon as possible.
- Vector Evaluations for Certified staff. We have changed from Frontline to Vector to manage and process employee evaluations. This is more streamlined and saves the District money in the long run.
- Negotiations are ongoing with the Food Service, Principals and Directors units.

Upcoming Changes/Improvements to the Department:

- Saying goodbye to our HR Manager Charlie Cook. Charlie has accepted the role of Executive Director of Human Resources in the South St. Paul School District. We wish him well!
- Welcoming our new Benefits and Engagement Coordinator, Collin Smith, to the HR Department!

Staffing Report:

- Certified Appointments - 11
- Certified Leaves - 3
- Certified Resignations - 0
- Certified Retirements - 0

Non-Certified Appointments - 18
Non-Certified Leaves - 2
Non-Certified Resignations - 6
Non-Certified Retirements - 4

Open Positions:

Certified:

Teachers (9)

- *Elementary (1)*
- *Middle School (3)*
- *High School (1)*
- *Special Education (3)*
- *Adult Basic Education (1)*

Non-Certified:

Administrative (2)

Child Nutrition (1)

Maintenance (2)

- *School Custodian I/II/III (1)*
- *Substitute Maintenance (1)*

Transportation (3)

- *School Bus Driver II (2)*
- *School Bus Driver Training Program*

Child Nutrition Report for August 2025 School Board Meeting
Highlighting July 2025 Activities

Department:	Child Nutrition
HR|Business Services Committee:	08.11.2025
Regular Board Meeting:	08.19.2025
Report Prepared By:	Sheila Oak

What We're Working On:

- Summer Meals are ongoing until 8/15/25
- Revising our departmental employee manual and orientation process
- Working with Human Resources on the Foodservice Labor Union Contract renewal

Staffing Report:

- 4 recent hires for the new school year
- 4 jobs remain open for the new school year

Facilities Report for August 2025 School Board Meeting
Highlighting July 2025 Activities

Department:	Facilities
HR|Business Services Committee:	08.11. 2025
Regular Board Meeting:	08.19.2025
Report Prepared By:	Jeremy DeGraef / Corey Karren

Manager's Minutes:

- Projects are on track for scheduled completion. Issues came up with the Denfeld Terrazzo floors requiring additional project scope due to the delamination of the epoxy from the concrete floor. East front entry will go a week longer into August with an expectation of completion of August 28th due to materials availability forcing a later start date. DNT project contractor(s) bid opening was held on August 6th at the DSC. Transportation building addition work is proceeding on its scheduled timeline.

What We're Working On:

- East High School: Front entryway repairs August 11th thru 28th. Bedrock Flint
- DNT: Contractor Bid opening August 6th 2025, Electrical, plumbing and Elevator. .
- Lowell Exterior envelope repairs proceeding Approx. 75% complete. Holm, DSGW, Benson, St. Germains.
- East High School: Parking lot resurfacing complete. Storm water system inspection for City of Duluth MPCA scheduled with Northland Construction
- Conditional Use Permit with City of Duluth for Myers Wilkins guardrail. Meeting scheduled for August with the City. Permit area has been posted for public comment.
- Myers Wilkins: classroom build outs near completion. Painting of spaces underway. Holm Construction, Jamar, Benson Electric.
- CTE East High School Manufacturing space development. DSGW. Contractors pending.
- East High: School Weight Room expansion completed. Holm Construction
- Denfeld Cafeteria Terrazzo floor repairs. Repairs have been completed and final polishing is scheduled to begin August 11th. WTG flooring.
- DSC: Transportation building Expansion in progress steel structure is being assembled. Holm Const.
- Myers Wilkins: New Chiller installation is complete awaiting commissioning reports from Johnson Controls
- Parking lots resurfacing is complete
- Denfeld: clock tower heating installation. Benson Electric
- Rockridge: roof damage repair is completed AW. Kuettel.
- Lincoln Park Keyed Elevator switches installation completed . TK Elevator
- New Mini Split system for IT closet at Congdon installed and working on final electrical connections. Jamar

- Lowell walk in cooler floor repairs, waiting on materials for floor sheeting.
- Laura MacArthur and Stowe flooring projects.

Upcoming Changes/Improvements to the Department:

- No new changes

Staffing Report:

- Summer painters position interviews with applicants.

  Building Operations staff vacancies:

  Engineers:

- Lester Park Engineer II, Jack Davis Starts 7/9/25.

  Second Shift Engineers:

- Lincoln Park Second shift Engineer II.
- Ordean East Second shift Engineer II.
- Stowe Second shift Engineer I Ben Belden Transferred from Lowell
- Lowell Second shift Engineer I.

  Custodians:

- Denfeld HS we have three open Custodians.
- East HS we have two open Custodians.
- Lincoln Park one custodian that has been out on long-term medical.
- Ordean / Homecroft one custodian that is split between the two of them.
- Two unassigned Floaters.

Additionally, in regard to project work, the crew at Laura MacArthur and the help of others took on the huge project of completely stripping years of old finish off the cafeteria flooring and refinished by grinding and polishing the whole area. It looks brand new! Very impressive.

  New Building operations staff:

- Jack Davis was promoted from Stowe second shift Engineer I to East HS second shift Engineer II.
- Alicia Nines is the new split custodian for Denfeld and Laura MacArthur.
- Austin Christensen is a new district wide floater. Starts June 9th
- Lee Fier has just accepted the Custodian 1 position at Denfeld and will start June 16th

Work Orders: As of June 30th

- Work in Progress 296
- Work orders completed 195

Transportation Report for August 2025 School Board Meeting
Highlighting July 2025 Activities

Department:	Transportation
HR|Business Services Committee:	08.11.2025
Regular Board Meeting:	08.19.2025
Report Prepared By:	Jeremy Kasapidis

Manager's Minutes:

- As summer draws to a close, we are wrapping up summer school and shifting our focus to preparing for the 2025-2026 school year. Our current efforts include finalizing routes, performing vehicle maintenance, and organizing our back-to-school training for staff.

What We're Working On:

- We've completed routing for nearly 1,000 students for the 2025-2026 school year in July.
- Our mechanics are preparing the buses for their annual inspections in August.

Upcoming Changes/Improvements to the Department:

- We have converted an unused office into a dedicated training area. This space, equipped with computers, will facilitate ongoing learning for our current drivers and helpers, as well as provide a resource for new trainees.

Staffing Report:

- Our department currently has two new driver trainees enrolled in our program. We are also looking to fill a full-time driver position, open due to a departure over the summer.

Stats in the Spotlight:

- **1,268,594 miles driven last year transporting students**

RESOLUTION

Acceptance of Donations to Duluth Public Schools

WHEREAS, Minnesota Statute 465.03 requires a school district to accept donations by resolution expressed in the terms prescribed by the donor in full; and,

WHEREAS, acceptance of the donations in accordance with the donor's terms is in the best interest of the Duluth Public Schools:

NOW, THEREFORE, BE IT RESOLVED that the Duluth Public Schools does accept the below-described donations from said organizations in accordance with the terms set forth herein.

BE IT FURTHER RESOLVED that the Duluth Public Schools wishes to extend its grateful appreciation to these various individuals and organizations.

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
Districtwide	Chipotle	$366.04	Unity in Our Community	Dine to Donate Event
Districtwide	Amsoil	$100.00	Unity in Our Community	
Districtwide	Blaze Credit Union	$500.00	Unity in Our Community	
Districtwide	Essentia Health	$500.00	Unity in Our Community	
Districtwide	Fleet Farm	$500.00	Unity in Our Community	
Districtwide	Minnesota Power	$500.00	Unity in Our Community	
Districtwide	North Shore Bank of Commerce	$250.00	Unity in Our Community	
Districtwide	Susie Marshall--- Super One	In Kind Donation of a $250.00 gift card	Unity in Our Community	
Districtwide	Target	$50.00 gift card	Unity in Our Community	
Districtwide	Walmart	$100.00	Unity in Our	

		gift card	Community	
Districtwide	Jonah Lewis	$100.00	Unity in Our Community	
Districtwide	Carla Mallard	$5.00	Unity in Our Community	
Districtwide	Kimberly Boitz	$30.00	Unity in Our Community	

RESOLUTION

Employment of a School Board Member by the District

WHEREAS, the School Board member(s) below are/will be employed by the Duluth Public Schools during their service as a School Board member, and

WHEREAS, Minnesota Statute 123B.195 Board Member's Right to Employment requires that the member receive a majority approval by the School Board to be initially employed or to continue in employment at a meeting at which all board members are present, and

WHEREAS, Minnesota Statute 123B.195 Board Member's right to Employment states that the employment relationship will not exceed $20,000 in a fiscal year, excluding compensation for being a School Board member,

BE IT RESOLVED, that the School Board authorize the employment of the following School Board members as listed, not to exceed $20,000 in a fiscal year.

BOARD MEMBER	TIME FRAME
Jill Lofald	July 2025 - June 2026

Resolution #HR-8-25-4115
August 19, 2025

CHAPTER 78--S.F.No. 3107

An act relating to education; increasing maximum earnings for school board members employed by a school district; amending Minnesota Statutes 2020, section 123B.195.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

Section 1. Minnesota Statutes 2020, section 123B.195, is amended to read:

123B.195 BOARD MEMBERS' RIGHT TO EMPLOYMENT.

Notwithstanding section 471.88, subdivision 5, a school board member may be newly employed or may continue to be employed by a school district as an employee only if there is a reasonable expectation at the beginning of the fiscal year or at the time the contract is entered into or extended that the amount to be earned by that officer under that contract or employment relationship will not exceed ~~$8,000~~ $20,000 in that fiscal year. Notwithstanding section 122A.40 or 122A.41 or other law, if the officer does not receive majority approval to be initially employed or to continue in employment at a meeting at which all board members are present, that employment is immediately terminated and that officer has no further rights to employment while serving as a school board member in the district.

EFFECTIVE DATE. This section is effective July 1, 2022.

Presented to the governor May 21, 2022

Signed by the governor May 22, 2022, 3:43 p.m.

HUMAN RESOURCES ACTION ITEMS FOR: AUGUST 22, 2025

CERTIFIED APPOINTMENT	POSITION	EFFECTIVE DATES
CRUZ, WILLIAM	DEAN OF STUDENTS TOSA/ORDEAN EAST, (MA+45) IV, 9, 1.0, CLARK D.	08/25/2025
EILERS, JARED L	GRADE 6 SCIENCE TEACHER/LINCOLN PARK, (MA) IV, 9, 1.0, WRIGHT K.	08/25/2025
EVANS, SHAUNTEZMON DE'ANDRE	ASSISTANT MIDDLE SCHOOL PRINCIPAL/LINCOLN PARK MIDDLE SCHOOL, 43 WK, CLASS II, 4, $117,914.00, FISCHER B.	08/11/2025
GAMST, AFTON M	GUIDANCE COUNSELOR/MARSHALL, (MA) IV, 6, 0.8, SAXTON J.	08/18/2025
JOHNSON, EMILY J	GRADE 5 TEACHER/MYERS-WILKINS, (BA) III, 8, 1.0, DEMARS J.	08/25/2025
MAUDAL, MICHAEL K	EARTH AND SPACE SCIENCE TEACHER/EAST, (MA+45) IV, 9, 1.0, ZWAK W.	08/25/2025
MOLSTAD, GUNNAR O	LTS VOCAL MUSIC TEACHER/ORDEAN, (BA) III, 7, 1.0, RODRIGUES G.	08/25/2025
PELLER, SHONDA R	CTE CHILDCARE ED TEACHER/EAST, (MA+45) 9, 0.9, RETURN FROM LEAVE	08/25/2025
PELLER, SHONDA R	CTE CHILD DEVELOPMENT AND PSYCHOLOGY TEACHER/DENFELD, (MA+45) 9, 0.9, GIZAS S.	08/25/2025
STANAWAY, TAYLOR M	SPED DCD SETTING III TEACHER/EAST, (BA) III, 2, 1.0, LETOURNEAU C.	08/25/2025
VAN VOORHIS, SCOTT B	PHYSICAL EDUCATION TEACHER/LINCOLN PARK, (BA) III, 1, 1.0, TESCHENDOR T.	08/25/2025

CERTIFIED LEAVES	POSITIONS	EFFECTIVE DATES	
KALLEVIG, BRYAN T	ELEMENTARY PHY ED - CONGDON ES	08/25/2025	09/12/2025
MURPHY, KATHLEEN A	TEACH ADULT BASIC ED - DAE	08/25/2025	12/31/2025

CERTIFIED UNREQUESTED LEAVE	POSITION	EFFECTIVE DATES
JOHNSON, SHANE	ASSISTANT PRINCIPAL LOWELL	6/13/2025

NON-CERT APPOINTMENT	POSITION	EFFECTIVE DATES
ABELL, DANIEL W	SPED BUILDING WIDE PARA/LOWELL, 31.25/38WKS, $18.85/HR, STEINER M.	08/26/2025
BRICKLEY, CLAIRE E	ECSE PARAPROFESSIONAL/DISTRICT WIDE, 31.25/38WKS, $20.04/HR, KREAGER D.	08/26/2025
BUSHAW, CASSANDRA D	HEALTH ASSISTANT/LPN PARAPROFESSIONAL/LINCOLN PARK, 33.75/38WKS, $25.42/HR, ROE B.	08/26/2025
CHARLES, NICOLE M	TECH TUTOR PARA/EAST, 35/38WKS, $22.49/HR, WILCZEK C.	08/26/2025
GANNAWAY, REBECCA L	SPED PROGRAM PARA/DENFELD, 33.75/38WKS, $21.42/HR,	08/26/2025
KAVANAUGH, EDWARD J, V	MENTAL HEALTH PRACTITIONER PARA/DENFELD, 40/38WKS, $25.41/HR, KAPAUN S.	08/26/2025
KING, JESSICA L	CUSTODIAN/EAST, 40/52WKS, $18.05/HR, HARYU R.	07/15/2025
KRUEGER, GREGORY J	TECHNOLOGY DIRECTOR/DISTRICT WIDE, $128,111/YR,	08/04/2025
LARSON, GABRIELLE A	SPED PROGRAM PARA/MYERS-WILKINS, 31.25/38WKS, $21.42/HR, WAGGONER J.	08/26/2025
LUBARSKI, NATHAN L	SUPERVISORY PARA/EAST, 33.75/38WKS, $19.53/HR, CORKERY S.	08/26/2025
MAKOWSKY, RICHARD L, SR	BUS DRIVER II/TRANSPORTATION, 25/38WKS, $23.77/HR,	07/21/2025
MCTAVISH-MISGEN, CINDY L	NUTRITIONAL SERVICE ASST/LOWELL, 17.5/38WKS, $15.68/HR	08/26/2025
MITCHELL, SAMUEL N	SCHOOL CUSTODIAN/EAST, 40/52WKS, $18.05/HR, RITCHIE J.	08/06/2025
MOENING, SUSAN M	PRESCHOOL PARA/PIEDMONT, 23.38WKS, $21.35/HR, TERESI W.	08/26/2025
SMITH, COLLIN L	BENEFITS & EMPLOYEE ENGAGEMENT COORDINATOR/DSC, 40/52WKS, $1,365/WK, KLASNICH K.	08/11/2025
STAPLES, SAMANTHA L	BUS HELPER/TRANSPORTATION, 25/38WKS, $17.41/HR,	08/26/2025
STAUBER, JULIE A	SECONDARY MTSS ACADEMICS & CURRICULUM & INSTRUCTION COORD/DSC, $2,143/WK, 52WKS,	08/04/2025
TIBBETTS, ALLIE B	CULTURAL IMMERSION PROGRAM PARA/LOWELL, 40/38WKS, $21.94/HR, GULAN S.	08/26/2025

NON-CERT LEAVES	POSITIONS	EFFECTIVE DATES	
BERGSTEDT, STACY M	CHILD NUTRITION AREA SUP - DENFELD HS	07/09/2025	08/25/2025
NORDWALL, HEATHER M	OSSI FACILITIES	06/10/2025	07/14/2025

NON-CERT RESIGNATION	POSITION	EFFECTIVE DATES
BALSAVICH, JANEL E	SPED ECSE PARA - DW	06/06/2025
COOK, CHARLES W	HUMAN RESOURCES MANAGER - DSC	08/15/2025
FROST, OLIVIA G	SUPERVISORY PARA - DW	06/06/2025
GAGE, TENLEY G	SPED BW PARA - MYERS-WILKINS ES	06/06/2025
MOTZKO, LILY G	SPED ECSE PARA - MYERS-WILKINS ES	06/06/2025
TIEGEN-TRACY, ASHLEY A	SPED ECSE PARA - DW	07/15/2025

NON-CERT RETIREMENT	POSITION	EFFECTIVE DATES
BLOOMQUIST, JEFFREY D	ENGINEER II - LAURA MACARTHUR ES	09/30/2025
FEDLER, ANNETTE L	HEALTH ASST LPN PARA - STOWE ES	10/17/2025
GEER, MARGARET T	DULUTH PRE SCHOOL PARA - LOWELL ES	06/06/2025
MONSON, DEBRA S	BUS DRIVER II - TRANSPORTATION	09/01/2025

Duluth Public Schools

HR/BS Services Committee Monthly Fund Balance Report
August 11, 2025 Committee Meeting

BUDGET SUMMARY

8/7/2025

REVENUES	25-26 CURRENT YEAR ADOPTED BUDGET	25-26 CURRENT YEAR REVISED BUDG	25-26 RECEIVED TO YEAR TO DATE	25-26 RECEIVED ENCUMBERED	25-26 BUDGET BALANCE	Percent spent 8/7/2025
FUND	Jul-25	JULY 25-26	July -June	July -June	July -June	
General	1	$ 132,452,509.00	$ 132,452,509.00	$ 1,743,834.60	$ -	$ 130,708,674.40	1%
Food Service	2	$ 6,120,000.00	$ 6,120,000.00	$ 34,475.49	$ -	$ 6,085,524.51	1%
Transportation	3	$ 6,891,246.00	$ 6,891,246.00	$ 81,318.05	$ -	$ 6,809,927.95	1%
Community Ed	4	$ 8,187,495.00	$ 8,187,495.00	$ 12,360.98	$ -	$ 8,175,134.02	0%
Operating Capital	5	$ 3,016,924.00	$ 3,016,924.00	$ 37,341.28	$ -	$ 2,979,582.72	1%
Building Construction	6	$ -	$ -	$ -	$ -	$ -	#DIV/0!
Debt Service Fund	7	$ 27,857,301.00	$ 27,857,301.00	$ 368,796.83	$ -	$ 27,488,504.17	1%
Trust Fund	8	$ 320,000.00	$ 320,000.00	$ -	$ -	$ 320,000.00	0%
Dental Insurance Fund	20	$ 959,836.00	$ 959,836.00	$ 100,204.40	$ -	$ 859,631.60	10%
Student Acitivity	79	$ 313,509.00	$ 313,509.00	$ 3,730.00	$ -	$ 309,779.00	1%
REVENUE	**TOTALS:**	**$ 186,118,820.00**	**$ 186,118,820.00**	**$ 2,382,061.63**	**$ - $ -**	**$ 183,736,758.37**	1%

EXPENSES	25-26 CURRENT YEAR ADOPTED BUDGET	25-26 CURRENT YEAR REVISED BUDG	25-26 EXPENSES TO YEAR TO DATE	25-26 EXPENSES ENCUMBERED	25-26 BUDGET BALANCE	
FUND	Jul-25	JULY 25-26	July - June	July -June	July - June	
General	1	$ 127,974,766.00	$ 127,974,766.00	$ 5,618,962.91	$ 5,767,184.76	$ 116,588,618.33	9%
Food Service	2	$ 6,095,464.00	$ 6,095,464.00	$ 80,858.37	$ 3,096,987.34	$ 2,917,618.29	52%
Transportation	3	$ 7,101,407.00	$ 7,101,407.00	$ 211,679.99	$ 441,228.88	$ 6,448,498.13	9%
Community Ed	4	$ 7,725,252.00	$ 7,725,252.00	$ 118,279.82	$ 81,337.37	$ 7,525,634.81	3%
Operating Captial	5	$ 7,035,624.00	$ 7,035,624.00	$ 1,102,105.17	$ 1,231,709.41	$ 4,701,809.42	33%
Building Construction	6	$ -	$ -	$ 698,652.91	$ 1,135,231.79	$ (1,833,884.70)	#DIV/0!
Debt Service Fund	7	$ 27,394,520.00	$ 27,394,520.00	$ 1,354,734.57	$ -	$ 26,039,785.43	5%
Trust Fund	8	$ 270,842.00	$ 270,842.00	$ -	$ -	$ 270,842.00	0%
Dental Insurance Fund	20	$ 1,025,548.00	$ 1,025,548.00	$ 118,517.08	$ -	$ 907,030.92	12%
Student Acitivity	79	$ 311,758.00	$ 311,758.00	$ 26,722.94	$ 3,226.65	$ 281,808.41	10%
EXPENSE	**TOTALS**	**$ 184,935,181.00**	**$ 184,935,181.00**	**$ 9,330,513.76**	**$ 11,756,906.20 $ -**	**$ 163,847,761.04**	11%

Extra Curricular	Fund 01 Prog 298
Revenue	$ 348.00
Expense	$ 13,386.74

Fundraisers Reported
July 2025

The following fundraisers were reported in the above timeframe and per Policy 511–Fundraising, require School Board approval:

School	Organization Fundraising	Estimated Profit	Description of Fundraiser
Denfeld	Football	$12,000.00	Gold Cards
District Service Center	District Wide	$66.86	Percentage of sales at local businesses - The funds will go towards Unity in Our Community
District Service Center	School-Wide	$391.04	Percentage of sales at local businesses
Ordean-East	GLOW Club	$845.31	Sticker sales - We plan to use the money raised in this fundraiser to bring in a speaker from Outfront MN to train our kids on advocacy and leadership skills

Duluth Public Schools

Independent School District # 709
ICS Project # S23075

Date Printed 8/8/2025

OVERALL PROJECT SUMMARY

FUNDING:	ORIGINAL BUDGET	ADJUSTMENTS	REVISED BUDGET WITH ADJUSTMENTS	COST TO DATE	PENDING COSTS / ADJUSTMENTS	BUDGETED COST TO COMPLETE
1 FUNDING SOURCE(S)						
1.01 Board Approved Funding	$ 0	$ -	$ 0	$ -	$ -	$ 0
1.02 LTFM Funding	$ 0	$ -	$ 0	$ -	$ -	$ 0
TOTAL REVENUE:	**$ 0**	**$ -**	**$ 0**	**$ -**	**$ -**	**$ 0**
COSTS:						
2 PERMITS / OWNER COSTS / OFF SITE COSTS	**$ 102,072**		**$ 102,072**		**$ -**	**$ 8,500**
2.01 Building Plan Review	$ 31,928	$ -	$ 31,928	$ 31,928	$ -	$ 0
2.02 Plumbing Plan Review	$ 7,500	$ -	$ 7,500	$ -	$ -	$ 7,500
2.03 Building Permit	$ 50,364	$ -	$ 50,364	$ 50,364	$ -	$ 0
2.04 SAC/WAC Charges	$ 11,280	$ -	$ 11,280	$ 11,280	$ -	$ -
2.05 MN Dept. of Health	$ 1,000	$ -	$ 1,000	$ -	$ -	$ 1,000
SUBTOTAL:	**$ 102,072**	**$ -**	**$ 102,072**	**$ 93,572**	**$ -**	**$ 8,500**
3 FEES / SERVICES / BUDGETS	**$ 1,997,457**		**$ 1,997,457**	**$ 440,469**		**$ 1,556,988**
3.01 Design Fees - Arch/Struct/Mech/Elec	$ 529,474	$ -	$ 529,474	$ 311,383	$ -	$ 218,091
3.02 Construction Management 1.95%	$ 256,600	$ -	$ 256,600	$ 111,962	$ -	$ 144,638
3.03 Site Services	$ 764,470	$ -	$ 764,470	$ -	$ -	$ 764,470
3.04 Reimbursables	$ 7,500	$ -	$ 7,500	$ 1,635	$ -	$ 5,865
3.05 General Conditions	$ 300,000	$ -	$ 300,000	$ -	$ -	$ 300,000
3.06 Construction Testing	$ 25,684	$ -	$ 25,684	$ -	$ -	$ 25,684
3.07 Insurance - Builders Risk	$ 50,000	$ -	$ 50,000	$ -	$ -	$ 50,000
3.08 Commissioning	$ 50,250	$ -	$ 50,250	$ 2,010	$ -	$ 48,240
3.09 Resa Power- Consultant	$ 11,985	$ -	$ 11,985	$ 11,985	$ -	$ -
3.12 Duluth News Tribune Add for Bid	$ 1,494	$ -	$ 1,494	$ 1,494	$ -	$ 0
SUBTOTAL:	**$ 1,997,457**	**$ -**	**$ 1,997,457**	**$ 440,469**	**$ -**	**$ 1,556,988**
4 FURNITURE / EQUIPMENT / TECHNOLOGY						
4.01 FF&E	$ 250,000	$ -	$ 250,000	$ -	$ -	$ 250,000
4.02 Technology - Head End / Card Readers	$ 0	$ -	$ 0	$ -	$ -	$ 0
SUBTOTAL:	**$ 250,000**	**$ -**	**$ 250,000**	**$ -**	**$ -**	**$ 250,000**
5 CONSTRUCTION COSTS						
5.01 Construction Cost	$ 12,718,789	$ -	$ 12,718,789	$ -	$ -	$ 12,718,789
5.02 Donald Holm - Demo	$ 68,429	$ -	$ 68,429	$ 68,429	$ -	$ 0
5.03 CDW	$ 6,592	$ -	$ 6,592	$ 6,592	$ -	$ -
5.04 Northern Door	$ 2,308	$ -	$ 2,308	$ 2,308	$ -	$ -
5.05 Johnson Controls	$ 7,904	$ -	$ 7,904	$ 7,904	$ -	$ -
5.06 Roofing	$ 1,200,000	$ -	$ 1,200,000	$ -	$ -	$ 1,200,000
SUBTOTAL:	**$ 14,004,022**	**$ -**	**$ 14,004,022**	**$ 85,233**	**$ -**	**$ 13,918,789**
6 CONSTRUCTION CONTINGENCY						
6.01 Contingency	$ 570,493	$ -	$ 570,493	$ -	$ -	$ 570,493
SUBTOTAL:	**$ 570,493**	**$ -**	**$ 570,493**	**$ -**	**$ -**	**$ 570,493**
TOTAL COSTS:	**$ 16,924,044**	**$ -**	**$ 16,924,044**	**$ 619,273**	**$ -**	**$ 16,304,771**

Project Name: DNT
Project Location: Duluth
Date: 8-6-25

1A Water Service	1B Water Service	1C Water Service	1D Water Service	2 Infill @ Trenches	3 MC in lieu of EMT	4 ATS	5 DDC
BIDDING MATRIX							

Low Bid Contractor	Base bid	1A Water Service	1B Water Service	1C Water Service	1D Water Service	2 Infill @ Trenches	3 MC in lieu of EMT	4 ATS	5 DDC	TOTALS
1. Utilities										
Veit	$ 88,000.00	$ 70,000.00	$ 50,000.00							**$ 138,000.00**
2. Masonry										
Harbor City Masonry	$ 189,435.00									**$ 189,435.00**
3. GC										
Intercon Group	$ 3,257,000.00					$ 18,480.00				**$ 3,275,480.00**
4. Glass and Glazing										
Superior Glass	$ 48,140.00									**$ 48,140.00**
5. Gypsum Assemblies										
Pinnacle Wall Systems	$ 1,065,000.00									**$ 1,065,000.00**
6. Painting										
Mulcahy Nickolaus	$ 174,195.00									**$ 174,195.00**
7. Flooring										
CFS - BUDGET # ONLY	$ 500,000.00									**$ 500,000.00**
8. Tiling										
Northland Flooring	$ 280,000.00									**$ 280,000.00**
9. ACT										
Sorlie Acoustics	$ 190,685.00									**$ 190,685.00**
10. Conveying Systems										
Larson Elevator	$ 219,000.00									**$ 219,000.00**
11. Fire Suppression										
Fire Pro	$ 189,400.00			$ 8,600.00						**$ 198,000.00**
12. Mechanical										
A G Obrien	$ 3,724,034.00				$ 48,434.00				$ 47,790.00	**$ 3,772,468.00**
13. Electrical										
Belknap	$ 2,668,386.00						$ (11,169.00)	$ (2,325.00)		**$ 2,668,386.00**
TOTALS	**$ 12,593,275.00**	**$ 70,000.00**	**$ 50,000.00**	**$ 8,600.00**	**$ 48,434.00**	**$ 18,480.00**	**$ (11,169.00)**	**$ (2,325.00)**	**$ 47,790.00**	**$ 12,718,789.00**

8/8/2025

Board of Education
Duluth Public Schools, ISD #709
709 Portia Johnson Drive
Duluth, MN 55802

A LEIDENCE Company

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

Re: Duluth Public Schools, ISD #709 – Education Center (DNT)
Duluth, MN 55802

Dear Board Members:

ICS has reviewed the bids that were received on Wednesday, August 6, 2025, for the above-referenced project. Our recommendation for award is as follows:

Work Scope 1 – Utilities	
Veit & Company Inc. – Rogers, MN	
BASE BID:	$88,000.00
Alternate 1B:	$50,000.00
TOTAL	**$138,000.00**
Work Scope 2 – Masonry	
Harbor City Masonry, Inc. – Duluth, MN	
BASE BID:	$189,435.00
TOTAL	**$189,435.00**
Work Scope 3 – General Construction	
Intercon Group, Inc. – Duluth, MN	
BASE BID:	$3,257,000.00
Alternate 2:	$18,480.00
TOTAL	**$3,275,480.00**
Work Scope 4 – Glass & Glazing	
Superior Glass, Inc. – Superior, WI	
BASE BID:	$48,140.00
TOTAL	**$48,140.00**
Work Scope 5 – Gypsum Assemblies	
Pinnacle Wall Systems – White Bear Lake, MN	
BASE BID:	$1,065,000.00
TOTAL	**$1,065,000.00**
Work Scope 6 – Painting	
Mulcahy Nickolaus, LLC – Oakdale, MN	
BASE BID:	$174,195.00
TOTAL	**$174,195.00**

Work Scope 8 – Tiling
Northland Flooring & Design – Grand Rapids, MN

BASE BID:	$280,000.00
TOTAL	**$280,000.00**

Work Scope 9 – Acoustical Ceilings
Sorlie Acoustics, Inc. – Duluth, MN

BASE BID:	$190,685.00
TOTAL	**$190,685.00**

*The low bid for work scope 9 has formally removed their proposal due to an incomplete proposal, Sorlie Acoustics Inc. is the second lowest bid out of 4 bidders.

Work Scope 10 – Conveying Systems
Larson Elevator Company – Grand Rapids, MN

BASE BID:	$219,000.00
TOTAL	**$219,000.00**

Work Scope 11 – Fire Suppression
FirePro Sprinkler – Hermantown, MN

BASE BID:	$189,400.00
Alternate 1C:	$8,600.00
TOTAL	**$198,000.00**

Work Scope 12 – Mechanical
A.G. O'Brien Plumbing & Heating – Duluth, MN

BASE BID:	$3,724,034.00
Alternate 1D:	$48,434.00
TOTAL	**$3,772,468.00**

Work Scope 13 – Electrical
Belknap Electric, Inc. – Superior, WI

BASE BID:	$2,668,386.00
TOTAL	**$2,668,386.00**

Based on the recommendations above, we recommend that the District enter into a contract with the above-mentioned contractors for the total bid amount of **Twelve Million, Two Hundred Eighteen Thousand, Seven Hundred Eighty-Nine Dollars and No/100 Cents ($12,218,789.00).** Work Scope 7, Flooring, will be awarded using a state contract previously negotiated between the school and the vendor.

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

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

Sincerely,

Jason Filipek
ICS Project Manager

JF/AG



Enclosures

DNT Building Renovation
OWNER: Duluth Public Schools
CONSTRUCTION MANAGER: ICS Consulting, Inc.
ARCHITECT: Miller Architects

BID TABULATIONS

Wednesday, August 6, 2025 @ 1:00 p.m.

WORK SCOPE 01 - Utilities

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	KTM Paving	Veit & Company	Rachel			
BID SECURITY	Yes	Yes	Yes			
ADDENDA REC'D.	1 2 3 4	1 2 3 4	1 2 3 4			
Acknowledged MN Responsible Contractor:	Yes	Yes	Yes			
BASE BID:	$63,000.00	$88,000.00	$97,500.00			
COMBINED WS BID:						
ALTERNATES:						
Alt. No. 1A: Water Service	$109,000.00	$70,000.00	$83,150.00			
Alt. No. 1B: Water Service	$96,400.00	$50,000.00	$62,950.00			
Alt. No. 1C: Water Service						
Alt. No. 1D: Water Service						
Alt. No. 2: Infill						
Alt. No. 3: Raceways						
Alt. No. 4: ATS						
Alt. No. 5: DDC						

DNT Building Renovation
OWNER: Duluth Public Schools
CONSTRUCTION MANAGER: ICS Consulting, Inc.
ARCHITECT: Miller Architects

BID TABULATIONS

Wednesday, August 6, 2025 @ 1:00 p.m.

WORK SCOPE 02 - Masonry

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Harbor City Masonry	Axel H Ohman				
BID SECURITY	Yes	Yes				
ADDENDA REC'D.	1 2 3 4	1 2 3 4				
Acknowledged MN Responsible Contractor:	Yes	Yes				
BASE BID:	$189,435.00	$457,800.00				
COMBINED WS BID:						
ALTERNATES:						
Alt. No. 1A: Water Service						
Alt. No. 1B: Water Service						
Alt. No. 1C: Water Service						
Alt. No. 1D: Water Service						
Alt. No. 2: Infill						
Alt. No. 3: Raceways						
Alt. No. 4: ATS						
Alt. No. 5: DDC						

DNT Building Renovation
OWNER: Duluth Public Schools
CONSTRUCTION MANAGER: ICS Consulting, Inc.
ARCHITECT: Miller Architects

BID TABULATIONS

Wednesday, August 6, 2025 @ 1:00 p.m.

WORK SCOPE 03 - General Conditions

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Intercon Group					
BID SECURITY	Yes					
ADDENDA REC'D.	1 2 3 4					
Acknowledged MN Responsible Contractor:	Yes					
BASE BID:	$3,257,000.00					
COMBINED WS BID:						
ALTERNATES:						
Alt. No. 1A: Water Service						
Alt. No. 1B: Water Service						
Alt. No. 1C: Water Service						
Alt. No. 1D: Water Service						
Alt. No. 2: Infill	$18,480.00					
Alt. No. 3: Raceways						
Alt. No. 4: ATS						
Alt. No. 5: DDC						

DNT Building Renovation
OWNER: Duluth Public Schools
CONSTRUCTION MANAGER: ICS Consulting, Inc.
ARCHITECT: Miller Architects

BID TABULATIONS

Wednesday, August 6, 2025 @ 1:00 p.m.

WORK SCOPE 04 - Glass & Glazing

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Superior Glass	Mesabi Glass Window and Door	United Glass	St Germains Glass		
BID SECURITY	Yes	Yes	Yes	Yes		
ADDENDA REC'D.	1 2 3 4	1 2 3 4	1 2 3	1 2 3 4		
Acknowledged MN Responsible Contractor:	Yes	Yes	Yes	Yes		
BASE BID:	$48,140.00	$53,650.00	$56,997.00	$72,014.00		
COMBINED WS BID:						
ALTERNATES:						
Alt. No. 1A: Water Service						
Alt. No. 1B: Water Service						
Alt. No. 1C: Water Service						
Alt. No. 1D: Water Service						
Alt. No. 2: Infill						
Alt. No. 3: Raceways						
Alt. No. 4: ATS						
Alt. No. 5: DDC						

DNT Building Renovation
OWNER: Duluth Public Schools
CONSTRUCTION MANAGER: ICS Consulting, Inc.
ARCHITECT: Miller Architects

BID TABULATIONS

Wednesday, August 6, 2025 @ 1:00 p.m.

WORK SCOPE 05 - Gypsum Assemblies

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Pinnacle Wall Systems	Mulcahy Nickolaus	RTL Construction			
BID SECURITY	Yes	Yes	Yes			
ADDENDA REC'D.	1 2 3 4	1 2	1 2 3 4			
Acknowledged MN Responsible Contractor:	Yes	Yes	Yes			
BASE BID:	$1,065,000.00	$1,289,500.00	$1,889,959.00			
COMBINED WS BID:						
ALTERNATES:						
Alt. No. 1A: Water Service						
Alt. No. 1B: Water Service						
Alt. No. 1C: Water Service						
Alt. No. 1D: Water Service						
Alt. No. 2: Infill						
Alt. No. 3: Raceways						
Alt. No. 4: ATS						
Alt. No. 5: DDC						

DNT Building Renovation
OWNER: Duluth Public Schools
CONSTRUCTION MANAGER: ICS Consulting, Inc.
ARCHITECT: Miller Architects

BID TABULATIONS

Wednesday, August 6, 2025 @ 1:00 p.m.

WORK SCOPE 06 - Painting

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Mulcahy Nickolaus	Steinbrecher Painting Company	Swanson and Youngdale			
BID SECURITY	Yes	Yes	Yes			
ADDENDA REC'D.	1 2	1 2 3 4	1 2 3 4			
Acknowledged MN Responsible Contractor:	Yes	Yes	Yes			
BASE BID:	$174,195.00	$182,000.00	$185,515.00			
COMBINED WS BID:						
ALTERNATES:						
Alt. No. 1A: Water Service						
Alt. No. 1B: Water Service						
Alt. No. 1C: Water Service						
Alt. No. 1D: Water Service						
Alt. No. 2: Infill						
Alt. No. 3: Raceways						
Alt. No. 4: ATS						
Alt. No. 5: DDC						

DNT Building Renovation
OWNER: Duluth Public Schools
CONSTRUCTION MANAGER: ICS Consulting, Inc.
ARCHITECT: Miller Architects

BID TABULATIONS

Wednesday, August 6, 2025 @ 1:00 p.m.

WORK SCOPE 08 - Tiling

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Northland Flooring	Grazzini Brothers	Johnson Carpet One			
BID SECURITY	Yes	Yes	Yes			
ADDENDA REC'D.	1 2 3 4	1 2 3 4	1 2 3			
Acknowledged MN Responsible Contractor:	Yes	Yes	Yes			
BASE BID:	$280,000.00	$337,300.00	$491,000.00			
COMBINED WS BID:						
ALTERNATES:						
Alt. No. 1A: Water Service						
Alt. No. 1B: Water Service						
Alt. No. 1C: Water Service						
Alt. No. 1D: Water Service						
Alt. No. 2: Infill						
Alt. No. 3: Raceways						
Alt. No. 4: ATS						
Alt. No. 5: DDC						

DNT Building Renovation
OWNER: Duluth Public Schools
CONSTRUCTION MANAGER: ICS Consulting, Inc.
ARCHITECT: Miller Architects

BID TABULATIONS

Wednesday, August 6, 2025 @ 1:00 p.m.

WORK SCOPE 09 - Acoustical Ceilings

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Twin City Acoustics	Sorlie Acoustics	Shaefer Acoustics	Acoustics Associates		
BID SECURITY	Yes	Yes	Yes	Yes		
ADDENDA REC'D.	1 2 3 4	1 2 3 4	1 2 3 4	1 2 3 4		
Acknowledged MN Responsible Contractor:	Yes	Yes	Yes	Yes		
BASE BID:	$128,400.00	$190,685.00	$232,680.00	$238,690.00		
COMBINED WS BID:						
ALTERNATES:						
Alt. No. 1A: Water Service						
Alt. No. 1B: Water Service						
Alt. No. 1C: Water Service						
Alt. No. 1D: Water Service						
Alt. No. 2: Infill						
Alt. No. 3: Raceways						
Alt. No. 4: ATS						
Alt. No. 5: DDC						

DNT Building Renovation
OWNER: Duluth Public Schools
CONSTRUCTION MANAGER: ICS Consulting, Inc.
ARCHITECT: Miller Architects

BID TABULATIONS

Wednesday, August 6, 2025 @ 1:00 p.m.

WORK SCOPE 10 - Conveying Systems

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Larson Elevator	Minnesota Elevator				
BID SECURITY	Yes	Yes				
ADDENDA REC'D.	NO	1 2 3 4				
Acknowledged MN Responsible Contractor:	Yes	Yes				
BASE BID:	$219,000.00	$268,500.00				
COMBINED WS BID:						
ALTERNATES:						
Alt. No. 1A: Water Service						
Alt. No. 1B: Water Service						
Alt. No. 1C: Water Service						
Alt. No. 1D: Water Service						
Alt. No. 2: Infill						
Alt. No. 3: Raceways						
Alt. No. 4: ATS						
Alt. No. 5: DDC						

DNT Building Renovation
OWNER: Duluth Public Schools
CONSTRUCTION MANAGER: ICS Consulting, Inc.
ARCHITECT: Miller Architects

BID TABULATIONS

Wednesday, August 6, 2025 @ 1:00 p.m.

WORK SCOPE 11 - Fire Suppression

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Fire Pro	Summit Fire Protection				
BID SECURITY	Yes	Yes				
ADDENDA REC'D.	1 2 3 4	1 2 3 4				
Acknowledged MN Responsible Contractor:	Yes	Yes				
BASE BID:	$189,400.00	$279,600.00				
COMBINED WS BID:						
ALTERNATES:						
Alt. No. 1A: Water Service						
Alt. No. 1B: Water Service						
Alt. No. 1C: Water Service	$8,600.00	$0.00				
Alt. No. 1D: Water Service						
Alt. No. 2: Infill						
Alt. No. 3: Raceways						
Alt. No. 4: ATS						
Alt. No. 5: DDC						

DNT Building Renovation
OWNER: Duluth Public Schools
CONSTRUCTION MANAGER: ICS Consulting, Inc.
ARCHITECT: Miller Architects

BID TABULATIONS

Wednesday, August 6, 2025 @ 1:00 p.m.

WORK SCOPE 12 - Mechanical

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	A G Obrien	Jamar	Shannons Inc			
BID SECURITY	Yes	Yes	Yes			
ADDENDA REC'D.	1 2 3 4	1 2 3 4	1 2 3 4			
Acknowledged MN Responsible Contractor:	Yes	Yes	Yes			
BASE BID:	$3,724,034.00	$4,018,100.00	$4,891,000.00			
COMBINED WS BID:						
ALTERNATES:						
Alt. No. 1A: Water Service						
Alt. No. 1B: Water Service						
Alt. No. 1C: Water Service						
Alt. No. 1D: Water Service	$48,434.00	$3,400.00	$12,400.00			
Alt. No. 2: Infill						
Alt. No. 3: Raceways						
Alt. No. 4: ATS						
Alt. No. 5: DDC	$47,790.00	$42,445.00	$44,600.00			

DNT Building Renovation
OWNER: Duluth Public Schools
CONSTRUCTION MANAGER: ICS Consulting, Inc.
ARCHITECT: Miller Architects

BID TABULATIONS

Wednesday, August 6, 2025 @ 1:00 p.m.

WORK SCOPE 13 - Electrical

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Belknap Electric	Hunt Electric	Duluth Electric	Holden Electric	Parsons Archkey	Benson Electric
BID SECURITY	Yes	Yes	Yes	Yes	Yes	Yes
ADDENDA REC'D.	1 2 3 4	1 2 3 4	1 2 3 4	1 2 3 4	1 2 3 4	1 2 3 4
Acknowledged MN Responsible Contractor:	Yes	Yes	Yes	Yes	Yes	Yes
BASE BID:	$2,668,386.00	$2,710,776.00	$2,765,612.00	$2,776,677.00	$3,251,829.00	$3,289,000.00
COMBINED WS BID:						
ALTERNATES:						
Alt. No. 1A: Water Service						
Alt. No. 1B: Water Service						
Alt. No. 1C: Water Service						
Alt. No. 1D: Water Service						
Alt. No. 2: Infill						
Alt. No. 3: Raceways	($11,169.00)	($84,049.00)	($55,000.00)	($152,000.00)	($24,978.00)	($30,000.00)
Alt. No. 4: ATS	($2,325.00)	($4,740.00)	($4,000.00)	($3,510.00)	($4,957.00)	($4,000.00)
Alt. No. 5: DDC						

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

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

BID FROM: KTM Paving, Inc.
5513 Highway 2
Hermantown, MN 55810

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

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

$ sixty three thousand + 00/100 — | $ 63,000.00

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

$ _____ | $

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

$ _____ | $

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

$ _____ | $

5. **Work Scope** _____

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

$_____ $

6. **COMBINED WORK SCOPE BID**

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

_____

for the Combined Base Bid Sum of:

_____ $

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $one hundred nine thousand + 00/100 $109,000.00

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ninety six thousand four hundred + 00/100 $96,400.00

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $

ALLOWANCES
Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

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

Addenda No. 1 Dated 7/25/25 Addenda No. 2 Dated 7/29/25

Addenda No. 3 Dated 7/31/25 Addenda No. 4 Dated 8/4/25

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

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

Street Address: 5513 Highway 2

City: Hermantown State: MN Zip: 55810

Phone Number: 218-729-1446 Fax Number: 218-729-9125

Name (typed or printed): Alaina Dodaro

Signature:

Title: VP

Date: 8/5/25

END OF SECTION 00 4113

AIA Document A310™ – 2010

Bond No. RB0098455

Bid Bond

CONTRACTOR:
Name, legal status and address)
KTM Paving, Inc.
5513 Highway 2

Hermantown, MN 55810

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#709-Duluth Public Schools

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

PROJECT: Bid Number 1340, DNT Building Renovation

(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 24th day of July, 2025

Robert Hoekman	KTM Paving, Inc.
(Witness)	*(Principal)* *(Seal)*
Tina Bettyn	Granite Re, Inc.
(Witness)	*(Surety)* *(Seal)*
	(Title) Attorney-In-Fact Troy Staples

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

Init. /

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061110

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

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

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

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

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620

Notary Public

GRANITE RE, INC.

Certificate

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 24th day of July, 2025.

Kyle P. McDonald, Assistant Secretary

GR0800-1

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 ST LOUIS)

On this 28 day of JULY, in the year 2025, before me personally come(s) ALAINA DODARO, to me known, who, being duly sworn, deposes and says that he/she is the VP of the KTM RACING 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.

Robert Hockman
Notary Public

ROBERT P HOCKMAN
NOTARY PUBLIC
MINNESOTA
My Commission Expires 01/31/2030

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
)
County of Dakota)

On this 24th day of July, in the year 2025, 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.

TERESA FAYE BETTGER
Notary Public
Minnesota
My Commission Expires Jan. 31, 2030

Teresa Bettger
Notary Public

Erlandson Stone & Pavers
Invoice 2025-03
Draw#2

For:
KTM Duluth

Materials
Stone.....$28,736.07
Trucking.....$7,349.12
Gravel..... $4,400.00
Topsoil..... $3,300.00
Flowers+Plantings..... $5,800.00
Stone Mulch.....$3,800.00

Material Total: $53,385.19

Time + Machine + Labor + Overhead:
$28,000.00

Description:
Met with Architect 05/14

NOTES:
Wild Fires delayed material delivery 1 week. *CHANGE ORDERED* Fire Hydrant location was overlooked by the Architectural Firm- Awaiting orders on how to finish off that detail- The location of the fire hydrant was directly above the "Sample Area" Had to remove work performed last year and relocate the rock. *RUSH ORDERED* Threats were made if the garden area was not "READY BY THE TIME OF THEIR PARTY" Told them its out of my hands but if that's what they want that's what we will shoot for.

Total Due: $81,385.19

DAYS WORKED ON PROJECT
05/14
05/17
05/18
05/19
05/20
05/22
05/23
05/24
05/26
05/27
05/28
05/29
05/30
05/31
06/1
06/4
06/6

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:
Duluth Public Schools, ISD 709
709 Portia Johnson Drive
Duluth, MN 55811
BID FROM: Veit & Company, Inc.

14000 Veit Place Rogers, MN 55374

Andy Dammer, Sr. Project Manager (218)341-1843 Cell andy.dammer@veitusa.com

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

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

$ Eighty-eight thousand dollars and no cents---------- | $88,000.00

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

$ _____ | $N/A

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

$ _____ | $N/A

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

$ _____ | $N/A

5. **Work Scope** _____

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

$_____ $N/A

6. **COMBINED WORK SCOPE BID**

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

_____

for the Combined Base Bid Sum of:

_____ $N/A

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

(Add) Deduct, No Change) $Seventy thousand dollars no cents---------- $70,000.00

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $Fifty thousand dollars and no cents---------- $50,000.00

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $N/A

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $N/A

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $N/A

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $N/A

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $N/A

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $N/A

ALLOWANCES
Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

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

Addenda No. 1 Dated 07/25/2025 Addenda No. 2 Dated 07/29/2025

Addenda No. 3 Dated 07/31/2025 Addenda No. 4 Dated 08/04/2025

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

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

Street Address: 14000 Veit Place

City: Rogers State: MN Zip: 55374

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

Name (typed or printed): Andy Dammer

Signature:

Title: Sr. Project Manager/Authorized Signatory

Date: 07/31/2025

END OF SECTION 00 4113

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Veit & Company, Inc.
14000 Veit Place
Rogers, MN 55374

SURETY:
(Name, legal status and principal place of business)
Western Surety Company
101 S Reid Street,
Sioux Falls, SD 57103

OWNER:
(Name, legal status and address)
ISD #709 - Duluth Public Schools
719 Portia Johnson Dr
Duluth, MN 55802

BOND AMOUNT: 5% of Bid Amount

PROJECT:

Duluth Public Schools ISD 709 Education Center
Duluth Public Schools DNT Building Renovations
Bid No.: 1340
Duluth, MN

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

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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.

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User Notes:

Signed and sealed this 11th day of July, 2025.

Veit & Company, Inc.

(Contractor as Principal)

(Witness) Jon Brostowitz, PM/Estimator

(Title) Andy Demmer, Authorized Signatory

Western Surety Company

(Surety) *(Seal)*

See attached CA Notary Acknowledgment

(Witness)

(Title) Maria Rufino, Attorney In Fact

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User Notes: (1113085000)

ACKNOWLEDGMENTS

Corporate Acknowledgment(s)

STATE OF Minnesota }

ss:

COUNTY OF St. Louis

On this 31st day of July, 2025, before me, the undersigned, a Notary Public in and for the said State, personally appeared Andy Dammer, known to me (or proved to me on the basis of satisfactory evidence) to be the Sr. Project Manager/Authorized Signatory, of the Veit & Company, Inc., the corporation that executed the within instrument and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

Traci L Thoreson (seal)

Notary Public
My commission expires 01/31/2027

TRACI LYN THORESON
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2027

Limited Liability Company Acknowledgment

STATE OF _____ }

ss:

COUNTY OF _____

On this ____day of _____, 20__, before me personally

appeared_____, known by me to be the person who is identified in and who executed the foregoing General Agreement of Indemnity, and who being by me duly sworn, deposes and says that (s)he is the Manager of_____, a limited liability company, that (s)he is duly authorized to execute said Agreement as the act and deed of said limited liability company.

_____ (seal)

Notary Public
My commission expires _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento)

On July 11, 2025 before me, Donna Marie Borja, Notary Public
(insert name and title of the officer)

personally appeared Maria Rufino,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

DONNA MARIE BORJA
COMMISSION #2430459
NOTARY PUBLIC - CALIFORNIA
SOLANO COUNTY
MY COMMISSION EXPIRES
DECEMBER 12, 2026

Signature Donna Marie Borja (Seal)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

David W Garese, Audrey C Skeen, Maria Rufino, Donna Borja, Brooke A Skeen, Lisa Betancur, Individually

of Sacramento, CA, 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 23rd day of September, 2023.

WESTERN SURETY COMPANY

Larry A. Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 23rd day of September, 2023, before me personally came Larry A. 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
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law 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 11th day of July, 2025.

WESTERN SURETY COMPANY

L. Nelson, 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 A. Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

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

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

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

Form F4280-6-2023

Veit & Company, Inc.
14000 Veit Place
Rogers, MN 55374
763-428-2242
contracts@veitusa.com

July 1, 2025

To Whom It May Concern:

Subject: Authorized Signers for Bids and Contracts

This letter serves to confirm the individuals authorized to sign bonds, bids and contracts on behalf of Veit & Company, Inc. a Minnesota-based corporation in good standing.

As recorded in the official minutes of our Board of Directors meeting held on May 6, 2025, the following individuals were duly approved as authorized signatories for all bidding documents, contractual agreements, and legally binding commitments entered into by the corporation:

- Vaughn Veit, Chairman of the Board of Directors
- Kelly Veit, CEO
- Steve Hedtke, CFO
- Tim Reimann, President
- Brian Volk, Treasurer
- Peter J. Williams, Secretary and General Counsel
- Jesse Roush, Assistant Secretary
- Michael Mahn, Senior Project Manager
- Herb Pundsack III, Senior Project Manager
- Andrew Dammer, Senior Project Manager
- Tyler Erickson, Senior Project Manager

This authorization shall remain in effect until amended or revoked by a subsequent resolution of the Board of Directors.

Please feel free to contact our office at 763-428-2242 or contracts@veitusa.com if you require further confirmation or additional documentation.

Sincerely,

Peter J. Williams, Secretary and General Counsel

State of Minnesota
County of Hennepin

KATIE KARNA
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2028

This instrument was acknowledged before me on July 1, 2025 by Peter J. Williams.

Signature of Notarial Officer
My Commission Expires: January 31st, 2028

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:
Duluth Public Schools, ISD 709
709 Portia Johnson Drive
Duluth, MN 55811
BID FROM: Rachel Contracting, LLC

4180 Napier Court NE

St. Michael, MN 55736

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

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

$ Ninety Seven Thousand Five Hundred Dollars and Zero Cents | $ 97,500.00

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

$ - | $ -

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

$ - | $ -

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

$ - | $ -

5. **Work Scope** NA

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

$ - | $ -

6. **COMBINED WORK SCOPE BID**

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

NA

for the Combined Base Bid Sum of:

- | $ -

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ Eighty Three Thousand One Hundred Fifty Dollars | $ 83,150.00

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ Sixty Two Thousand Nine Hundred Fifty Dollars | $ 62,950.00

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ Work Scope 11 - NA | $ -

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ Work Scope 12 - NA | $ -

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ NA | $ -

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ NA | $ -

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ NA | $ -

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ NA | $ -

ALLOWANCES
Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

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

Addenda No. 1 Dated 7/25/2025 Addenda No. 2 Dated 7/29/2025

Addenda No. 3 Dated 7/31/2025 Addenda No. 4 Dated 8/04/2025

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

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

Street Address: 4180 Napier Court NE

City: St. Michael State: MN Zip: 55736

Phone Number: 763-424-1500 Fax Number: 763-424-1501

Name (typed or printed): Matthew Coz

Signature:

Title: President

Date: ~~07/31~~ 08/06/2025 M.C.

END OF SECTION 00 4113

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Rachel Contracting, LLC

4180 Napier Court N.E.
St. Michael, MN 55376

SURETY:
(Name, legal status and principal place of business)
Arch Insurance Company
Harborside 3, 210 Hudson Street, Suite 300
Jersey City, NJ 07311-1107

OWNER:
(Name, legal status and address)
Duluth Public Schools, ISD #709
709 Portia Johnson Drive
Duluth, MN 55811

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

PROJECT:
(Name, location or address, and Project number, if any)
Duluth Public Schools ISD 709 Education Center

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 July, 2025

(Witness)	**Rachel Contracting, LLC** *(Principal)* *(Seal)*
	(Title) Matthew Co, President
	Arch Insurance Company *(Surety)* *(Seal)*
(Witness) **Sarah Joy Robinson**	*(Title)* **Colby D. White, Attorney-in-Fact**

Arch Insurance Company CORPORATE SEAL 1971 Missouri

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 Wright)

On this 25th day of July, in the year 2025, before me personally appeared Matthew Cox, president of Rachel Contracting, LLC, 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.

LINDSEY ELIZABETH BROTZEL
Notary Public
Minnesota
My Commission Expires
Jan 31, 2028

Lindsey Brotzel, Notary Public

My Commission Expires: 01/31/2028

ACKNOWLEDGEMENT OF SURETY

STATE OF Minnesota)

COUNTY OF Hennepin)

On this 23rd day of July, in the year 2025, before me personally come(s) Colby D. White, Attorney-in-Fact of Arch Insurance Company, with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is the Attorney-in-Fact of Arch Insurance 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.

SARAH JOY ROBINSON
Notary Public - Minnesota
Commission No. 20370993
My Commission Expires Jan. 31, 2029

Sarah Joy Robinson, Notary Public

My Commission Expires: January 31, 2029

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. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:
That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Austin Muehlschlegel, Brian J. Oestreich, Colby D. White, Joseph Cardinal, Joshua R. Loftis, Kristine Becks, Melinda C. Blodgett, Michelle Morrison, Nathan Weaver, Nicole Stillings, R. C. Bowman, R. W. Frank, Ryan-Olivia Lundy, Sandra M. Engstrum and Ted Jorgensen of St. Louis Park, MN (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars ($150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if tbe same bad been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:
"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to he signed and its corporate seal to be affixed by their authorized officers, this **6th day of January, 2025**.

Attested and Certified

Regan A. Shulman, Secretary

Arch Insurance Company
CORPORATE SEAL 1971 Missouri

Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

Commonwealth of Pennsylvania - Notary Seal
MICHELE TRIPODI, Notary Public
Philadelphia County
My Commission Expires July 31, 2025
Commission Number 1166622

Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated January 6, 2025** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this **23rd day of July, 2025**.

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:
Arch Insurance Company Claims Department
Surety Claims
P.O. Box 542033
Omaha, NE 68154
suretyclaims@archinsurance.com

Arch Insurance Company
CORPORATE SEAL 1971 Missouri

To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

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

BID FROM: Harbor City Masonry, Inc.
310 S. Central Ave
Duluth, MN 55807

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

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

$ one hundred eighty nine thousand four hundred thirty five dollars $ 189,435.00

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

$ _____ $ _____

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

$ _____ $ _____

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

$ _____ $ _____

5. **Work Scope** _____

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

$_____ | $

6. **COMBINED WORK SCOPE BID**

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

_____

for the Combined Base Bid Sum of:

_____ | $

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ | $ N/A

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ | $ N/A

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ | $ N/A

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ | $ N/A

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ | $ N/A

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ | $ N/A

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ | $ N/A

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ | $ N/A

ALLOWANCES
Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

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

Addenda No. 1 Dated 7/25/25 Addenda No. 2 Dated 7/29/25

Addenda No. 3 Dated 7/31/25 Addenda No. 4 Dated 8/4/25

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

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

Street Address: 310 S. Central Ave

City: Duluth State: MN Zip: 55807

Phone Number: 218-628-3686 Fax Number: 218-628-3706

Name (typed or printed): Roger Andersen

Signature:

Title: President

Date: 8/6/25

END OF SECTION 00 4113

UNITED FIRE & CASUALTY COMPANY
118 Second Avenue SE, PO Box 73909
Cedar Rapids, Iowa 52407-3909 319-399-5700
(A Stock Company)

BID BOND

KNOW ALL BY THESE PRESENTS, that we
Harbor City Masonry, Inc

as Principal, hereinafter called the Principal, and the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized under the laws of the State of IOWA, as Surety, hereinafter called the Surety, are held and firmly bound unto

Duluth Public Schools ISD 709

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

WHEREAS, the Principal has submitted a bid for

Duluth Public Schools ISD 709 - Education Center

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

Signed and sealed this 6th day of August ,2025 .

Harbor City Masonry, Inc

By _____ (Seal)
(PRINCIPAL)

_____
(WITNESS)

_____
(TITLE)

UNITED FIRE & CASUALTY COMPANY
(SURETY)

_____
(WITNESS)

By _____
(ATTORNEY-IN-FACT)

CONT 0001 0899

(INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT)

STATE OF _____)
ss
COUNTY OF _____)

On the _____ day of _____, 20_____, before me, a Notary Public within and for said county, 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 __h____free act and deed.

_____
Notary Public, _____
County, _____
(Notarial Seal) My commission expires _____

CORPORATE ACKNOWLEDGMENT

STATE OF Minnesota)
ss.
COUNTY OF St. Louis)

On the 6th day of August 20 25, before me personally appeared Dianne Anderson

to me known, who being by me duly sworn, did depose and say: that She resides in Minnesota that She is the Vice President of the Harbor City Masonry, Inc.

the corporation described in and which executed the foregoing instrument; that 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.

MCKENZIE L BOETTCHER
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 01/31/2030
(Notarial Seal)

_____
Notary Public, Saint Louis
County Minnesota
My commission expires January 31st, 2030

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF Minnesota)
ss.
COUNTY OF St. Louis)

On this 6th day of August, 20 25, before me appeared Cynthia L. Sund to me personally known, who being by me duly sworn, did say that She is the aforesaid officer or attorney in fact of the UNITED FIRE & CASUALTY 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.

MCKENZIE L BOETTCHER
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 01/31/2030
(Notarial Seal)

_____
Notary Public, Saint Louis
County, Minnesota
My Commission expires January 31st, 2030

BOND0004 0100

UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

CYNTHIA L. SUND, TIMOTHY J. ROTHE, TAMMI M. BAUER, MCKENZIE BOETTCHER, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $25,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 30th day of April, 2026 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 30th day of April, 2024

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: Kyanna M Saylor
Vice President

State of Iowa, County of Linn, ss:

On 30th day of April, 2024, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Patti Waddell
Iowa Notarial Seal
Commission number 713274
My Commission Expires 10/26/2025

Patti Waddell
Notary Public
My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 6th day of August, 2025.

By: Mary A Bertsch
Assistant Secretary
UF&C & UF&I & FPIC

BP●A0045 122017

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:
Duluth Public Schools, ISD 709
709 Portia Johnson Drive
Duluth, MN 55811
BID FROM: Axel H. Ohman, Inc.
247 W 61st Street
Minneapolis, MN 55419

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

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

$four hundred fifty seven thousand eight hundred | $ 457,800

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

$_____ | $

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

$_____ | $

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

$_____ | $

5. **Work Scope** _____

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

$_____ $

6. **COMBINED WORK SCOPE BID**

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

_____

for the Combined Base Bid Sum of:

_____ $

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ No Change $

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ No Change $

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ No Change $

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ No Change $

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ No Change $

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ No Change $

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ No Change $

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ No Change $

ALLOWANCES
Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

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

Addenda No. 1 Dated 7/25/2025 Addenda No. 3 Dated 7/31/25

Addenda No. 2 Dated 7/29/2025 Addenda No. 4 Dated 8/4/25

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

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

Street Address: 247 W 61st Street

City: Minneapolis State: MN Zip: 55419

Phone Number: 612-490-3731 Fax Number:

Name (typed or printed): Pete Peschel

Signature:

Title: President

Date: 8/6/2025

END OF SECTION 00 4113

WESTFIELD INSURANCE COMPANY

One Park Circle, P O Box 5001, Westfield Center, Ohio 44251-5001

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Axel H. Ohman, Inc., 247 West 61st Street, Minneapolis, MN 55419

as Principal, hereinafter called the Principal, and WESTFIELD INSURANCE COMPANY, Westfield Center, Ohio 44251, a corporation duly organized under the laws of the State of Ohio, as Surety, hereinafter called the Surety, are held and firmly bound unto ISD 709 - Duluth Public Schools

as Obligee, hereinafter called the Obligee, in the sum of Five percent of the bid amount Dollars ($ 5% of bid),

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

WHEREAS, the Principal has submitted a bid for Duluth Public Schools ISD 709 Education Center - Bid Package #1 Work Scope 2- Masonry

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

Signed and sealed this 1st day of August, 2025 .

Axel H. Ohman, Inc.
(Principal) *(Seal)*

By: _____
(Title)

_____
(Witness)

Ohio Farmers Insurance Company
(Surety) *(Seal)*

Helen F. Hotze, Attorney In Fact
(Title)

Erica A. Wenaas
(Witness)

1

Printed in cooperation with the American Institute of Architects (AIA) by the Westfield Insurance Company. The language in this document conforms exactly to the language used in AIA Document A310, February 1970 edition.

BD5084 W (11/97)

ACKNOWLEDGEMENT OF SURETY

STATE OF Minnesota)
} ss.
COUNTY OF Hennepin)

On this 1st day of August, 2025 personally appeared before me Helen F. Hotze

who being duly sworn did depose and say that he/she is the attorney-in-fact of the Ohio Farmers Insurance Company of Westfield Center, Ohio, that the seal affixed to the attached instrument is the Corporate Seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and the said Helen F. Hotze

acknowledged that he/she executed said instrument as such attorney-in-fact and as the free act and deed of said Corporation.

BD 5439 OF (1-00)

TAMARA L. SHINDER
Notary Public, State of Minnesota
My Commission Expires
January 31, 2027

ACKNOWLEDGEMENT OF SURETY

STATE OF Minnesota)
} ss.
COUNTY OF Hennepin)

On this 1st day of August, 2025 personally appeared before me Helen F. Hotze

who being duly sworn did depose and say that he/she is the attorney-in-fact of the Ohio Farmers Insurance Company of Westfield Center, Ohio, that the seal affixed to the attached instrument is the Corporate Seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and the said
Helen F. Hotze

acknowledged that he/she executed said instrument as such attorney-in-fact and as the free act and deed of said Corporation.

BD 5439 OF (1-00)

TAMARA L. SHINDER
Notary Public, State of Minnesota
My Commission Expires
January 31, 2027

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:
Duluth Public Schools, ISD 709
709 Portia Johnson Drive
Duluth, MN 55811
BID FROM: INTERCON GROUP INC.
1775 SHILHON RD
DULUTH, MN 55804

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 03 GENERAL CONSTRUCTION
The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:
$ Three million two hundred fifty seven thousand and no/100 | $3,257,000.00

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

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

4. **Work Scope** _____
The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:
$ N/A | $ —

5. **Work Scope** N/A

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

$_____ $ —

6. **COMBINED WORK SCOPE BID**

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

N/A

for the Combined Base Bid Sum of:

_____ $ —

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A $ —

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A $ —

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A $ —

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A $ —

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ EIGHTEEN THOUSAND FOUR HUNDRED EIGHTY $ 18,480

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A $ —

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A $ —

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A $ —

ALLOWANCES

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

YES

ADDENDA

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

Addenda No. 1 Dated 7/25/25 Addenda No. 3 Dated 7/31/25

Addenda No. 2 Dated 7/29/25 Addenda No. 4 Dated 8/4/25

RESPONSIBLE CONTRACTOR

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

BID ACCEPTANCE

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

Street Address: 1775 SHILHON RD

City: DULUTH, MN State: MN Zip: 55804

Phone Number: 218-464-2876 Fax Number: _____

Name (typed or printed): BRIAN LOBBESTAEL

Signature: Brian Lobbestael

Title: PRESIDENT

Date: 8/6/2025

END OF SECTION 00 4113

AIA® Document A310™ - 2010

Bid Bond

Bond No: 1001144591-4

CONTRACTOR:
(Name, legal status and address)

InterCon Group, Inc
1775 Shilhon Rd
Duluth, MN 55804

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

Old Republic Surety Company
P.O. BOX 1635
Milwaukee, WI 53201

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

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

OWNER:
(Name, legal status and address)

ISD 709- Duluth Public Schools
719 Portia Johnson Dr
Duluth, MN 55802

BOND AMOUNT:
5% of total amount of bid not to exceed: One Hundred Thirty Five Thousand and 00/100 Dollars ($135,000.00)

PROJECT:
(Name, location or address, and Project number, if any)
Duluth Public Schools ISD 709 Education Center - Interior Demo and Renovation

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

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

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

Signed and sealed this 31st day of July, 2025

InterCon Group, Inc
(Principal) *(Seal)*

(Witness)

(Title) Brian S. Lobbestael, President

Old Republic Surety Company
(Surety) *(Seal)*

(Witness)

(Title) Jeremy J. Crawford, Attorney-In-Fact

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OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: MICHAEL D. WILLIAMS, JEREMY J. CRAWFORD of GOLDEN VALLEY, MN

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

ALL WRITTEN INSTRUMENTS

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

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

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

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

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

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

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 12th day of June, 2025.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 12th day of June, 2025, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

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

40-5304

Signed and sealed at the City of Brookfield, WI this 31st day of July, 2025.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

CCI SURETY, INC.

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

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

Superior Glass, INC.

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** #4 Glass + Glazing
The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

$ Forty Eight Thousand One Hundred Forty — $ 48,140.00

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

$ — $ —

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

$ — $ —

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

$ — $ —

5. **Work Scope** _____

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

$_____ $ —

6. **COMBINED WORK SCOPE BID**

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

_____

for the Combined Base Bid Sum of:

_____ $ —

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $ —

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $ —

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $ —

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $ —

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $ —

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $ —

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $ —

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $ —

ALLOWANCES
Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

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

Addenda No. 1 Dated 7/25/25 Addenda No. 3 Dated 7/31/25

Addenda No. 2 Dated 7/29/25 Addenda No. 4 Dated 8/4/25

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

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

Street Address: 7500 Tower Ave

City: Superior State: WI Zip: 54880

Phone Number: (715) 685-0500 Fax Number: —

Name (typed or printed): Mark Bissonette

Signature: Mark Bissonette

Title: Estimator

Date: 8/6/25

END OF SECTION 00 4113

7500 Tower Ave, Superior, WI 54880
(715) 685-0500

8-6-25

Work scope #4

Project: **DNT Remodel ISD #709**
Duluth, MN

Addenda #1 thru 4 noted

Sections referenced:084313 Aluminum Storefronts/088000 Glazing

Base Bid: FORTY-EIGHT THOUSAND ONE HUNDRED FORTY $48,140.00 tax included.

- **Please see the clarifications listed below for inclusions of supply and installation:**
  - 6 thus ½" laminated glass set in others type C doors
  - 26 Thus ¼" clear tempered glass set in others type C doors
  - ¼" clear tempered glass set in 13 thus others type II side-lite frames
  - ¼" clear tempered glass set in 1 thus others type III side-lite frame
  - 1 thus exterior storefront type IV @ 106.1
  - 1 thus exterior storefront type V @ 100.1
  - 1 thus interior storefront type V @ 100.2
  - 1 thus exterior storefront type A
  - 1 thus exterior storefront type B @ 102
  - 1 thus exterior storefront type C
  - 1 thus exterior storefront type D
  - ¼" clear tempered glass set in 1 thus others frame type VII
  - ¼" clear tempered glass set in 1 thus others frame type VIII

Excluded from Base Bid:

- Demolition or relocation of existing
- Wood blocking and any other opening structure materials
- Alum door hardware supply
- Anything to do with card readers, wiring and owner access control devices.
- Anything to do with demountable glass partitions supply or installation
- Glazing film
- Mirrors

Thanks for this opportunity. Please feel free to give me a call to discuss as needed.
This quote is good for 30 days.
Mark Bissonette
Cell (218) 451-6501

Bid Bond

AIA Document A310™ – 2010

Bid Bond No. GR34411

CONTRACTOR:
(Name, legal status and address)
SUPERIOR GLASS INC.
7500 Tower Avenue
Superior, WI 54880

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)
Duluth Public Schools - ISD #709
424 W 1st Street
Duluth, MN 55802

BOND AMOUNT: Five Percent of the Bid Amount (5.00% of Bid Amount)

PROJECT:
(Name, location or address, and Project number, if any)
DNT Building Renovation Work Scope #4

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

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

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

Signed and sealed this 29th day of July, 2025.

(Witness)

(Witness) Karla Heffron

SUPERIOR GLASS INC.
(Principal) *(Seal)*

(Title)

Granite Re, Inc.
(Surety) *(Seal)*

(Title) Connie Smith, Attorney-in-fact

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061110

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:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU 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:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620

Notary Public

GRANITE RE, INC.

Certificate

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 29th day of July, 2025.

Kyle P. McDonald, Assistant Secretary

GR0800-1

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:
Duluth Public Schools, ISD 709
709 Portia Johnson Drive
Duluth, MN 55811
BID FROM: Mesabi Glass Window and Door, INC.

510 west 25th street

Hibbing, MN 55746

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** #4 Glass and Glazing
   The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

$ FIFTY-THREE THOUSAND SIX HUNDRED FIFTY DOLLARS | $ 53,650.00

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

$ N/A | $ N/A

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

$ N/A | $ N/A

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

$ N/A | $ N/A

5. **Work Scope** N/A

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

$ N/A $ N/A

6. **COMBINED WORK SCOPE BID**

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

N/A

for the Combined Base Bid Sum of:

N/A $ N/A

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A $ N/A

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A $ N/A

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A $ N/A

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A $ N/A

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A $ N/A

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A $ N/A

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A $ N/A

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A $ N/A

ALLOWANCES
Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

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

Addenda No. 1 Dated 7/25/2025 Addenda No. 2 Dated 7/29/2025

Addenda No. 3 Dated 7/31/2025 Addenda No. 4 Dated 8/4/2025

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

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

Street Address: 510 west 25th street

City: Hibbing State: MN Zip: 55746

Phone Number: 218-262-2010 Fax Number: 218-262-2011

Name (typed or printed): Chris Anderson

Signature: _____

Title: _____

Date: 08/06/2025

END OF SECTION 00 4113

AIA Document A310™ – 2010

Bond No. FB0004767

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Mesabi Glass, Window And Door, Inc
510 West 25th Street

Hibbing, MN 55746

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#709-Duluth Public Schools

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

PROJECT: Project No. 33231, DNT BUILDING RENOVATION

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

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

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

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

Signed and sealed this 5th day of August, 2025

Mesabi Glass, Window And Door, Inc
(Principal) *(Seal)*

(Witness)

(Witness)

(Title)

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

(Title) Attorney-In-Fact Troy Staples

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

Init.

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051110

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
)
County of _____)

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

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
)
County of _____)

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

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of _____)
)
County of _____)

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

_____
Notary Public

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
)
County of Dakota)

On this 5th day of August, in the year 2025, 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.

TERESA FAYE BETTGER
Notary Public
Minnesota
My Commission Expires Jan. 31, 2030

Tina Bettger
Notary Public

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

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

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

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

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620

Notary Public

GRANITE RE, INC.
Certificate

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this certificate and affixed the corporate seal of the Corporation this 5th day of August, 2025.

Kyle P. McDonald, Assistant Secretary

GR0800-1

AIA Document A310™ – 2010

Bond No. FB0004767

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Mesabi Glass, Window And Door, Inc
510 West 25th Street

Hibbing, MN 55746

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#709-Duluth Public Schools

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

PROJECT: Project No. 33231, DNT BUILDING RENOVATION

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

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

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

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

Signed and sealed this 5th day of August, 2025

	Mesabi Glass, Window And Door, Inc *(Principal)* *(Seal)*
(Witness)	*(Title)*
(Witness)	GRANITE RE, INC. *(Surety)* *(Seal)*
	(Title) Attorney-in-Fact Troy Staples

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

Init.
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081110

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
)
County of _____)

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

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
)
County of _____)

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

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of _____)
)
County of _____)

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

_____
Notary Public

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
)
County of Dakota)

On this 5th day of August, in the year 2025, 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.

TERESA FAYE BETTGER
Notary Public
Minnesota
My Commission Expires Jan. 31, 2030

Tina Bettger
Notary Public

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

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

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

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

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620

Notary Public

GRANITE RE, INC.
Certificate

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 5th day of August, 2025.

Kyle P. McDonald, Assistant Secretary

GR0800-1

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:
Duluth Public Schools, ISD 709
709 Portia Johnson Drive
Duluth, MN 55811
BID FROM: United Glass Inc.

1402 Progress Parkway, Suite C

Eveleth, MN 55734

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 4-Glass & Glazing
   The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

$ Fifty Six Thousand Nine Hundred Ninety Seven Dollars | $ 56,997.00

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

$ _____ | $

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

$ _____ | $

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

$ _____ | $

5. **Work Scope** _____

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

$_____ $

6. **COMBINED WORK SCOPE BID**

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

_____

for the Combined Base Bid Sum of:

_____ $

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A $ N/A

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A $ N/A

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A $ N/A

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A $ N/A

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A $ N/A

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A $ N/A

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A $ N/A

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A $ N/A

ALLOWANCES
Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

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

Addenda No. 1 Dated 07/25/2025 Addenda No. 2 Dated 07/29/2025

Addenda No. 3 Dated 07/30/2025 Addenda No. _____ Dated _____

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

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

Street Address: 1402 Progress Parkway, Suite C

City: Eveleth State: MN Zip: 55734

Phone Number: 651-633-2529 Fax Number: 651-633-3839

Name (typed or printed): Jessica Hanson

Signature: _____

Title: Estimator

Date: 8/6/2025

END OF SECTION 00 4113

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
United Glass, Inc.

1402 Progress Parkway, Suite C
Eveleth, MN 55734

SURETY:
(Name, legal status and principal place of business)
Swiss Re Corporate Solutions America Insurance Corporation
1200 Main Street, Suite 800
Kansas City, MO 64105

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

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

OWNER:
(Name, legal status and address)
Duluth Public Schools, ISD #709
709 Portia Johnson Drive
Duluth, MN 55811

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

PROJECT:
(Name, location or address, and Project number, if any)
Work Scope #4: Glass & Glazing in connection with Duluth News Tribune (DNT) Building Renovation; Duluth, MN

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

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

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

Signed and sealed this **30th** day of **July, 2025**

	United Glass, Inc.
(Witness)	*(Principal)* *(Seal)*
	(Title) President
Melinda C. Blodgett	**Swiss Re Corporate Solutions America Insurance Corporation**
(Witness) **Melinda C. Blodgett, Witness as to Surety**	*(Surety)* *(Seal)*
	(Title) **Nathan Weaver, 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 _____)

On this 5th day of August, in the year 2025, before me personally appeared Keith Paulsen, President of United Glass, 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.

Jessica Hanson
Notary Public
Minnesota
My Commission Expires January 31, 2028

_____, Notary Public

My Commission Expires: 1/31/2029

ACKNOWLEDGEMENT OF SURETY

STATE OF Minnesota)

COUNTY OF Hennepin)

On this 30th day of July, in the year 2025, before me personally come(s) Nathan Weaver, Attorney-in-Fact of Swiss Re Corporate Solutions America Insurance Corporation, with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is the Attorney-in-Fact of Swiss Re Corporate Solutions America Insurance Corporation, 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.

MELINDA C. BLODGETT
Notary Public
Minnesota
My Commission Expires Jan. 31, 2028

Melinda C. Blodgett, Notary Public

My Commission Expires: January 31, 2028

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

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

R.W. FRANK, JOSHUA R. LOFTIS, TINA L. DOMASK, ROSS S. SQUIRES, NICOLE STILLINGS, SANDRA M. ENGSTRUM, BRIAN J. OESTREICH, TED JORGENSEN, MELINDA C. BLODGETT, R.C. BOWMAN, COLBY WHITE, NATHAN WEAVER, MICHELLE MORRISON, JOSEPH CARDINAL, KRISTINE M. BECKS, RYAN-OLIVIA E. LUNDY, AND AUSTIN MUEHLSCHLEGEL JOINTLY OR SEVERALLY

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

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

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

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

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

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION CORPORATE SEAL 1973 MISSOURI

SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION CORPORATE SEAL MISSOURI

By _____
David Satory, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By _____
Gabriel Jacquez, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

WESTPORT INSURANCE CORPORATION CORPORATE SEAL MISSOURI

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

this 15TH day of APRIL, 20 25

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

State of Illinois
County of Cook ☒ ss

On this 15TH day of APRIL, 20 25, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gabriel Jacquez, Senior Vice President of SRCSAIC and Senior Vice President of SPCSPIC and Senior Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

Karen M. Szweda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 30th day of July, 20 25.

OFFICIAL SEAL
KAREN M SZWEDA
Notary Public, State of Illinois
Commission No 978628
My Commission Expires September 26, 2027

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

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:
Duluth Public Schools, ISD 709
709 Portia Johnson Drive
Duluth, MN 55811
BID FROM: St. Germain's Glass Co.

212 N 40th Ave W

Duluth MN, 55807

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** Work Scope 04
   The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

$ Seventy-Two Thousand & Fourteen Dollars | $ 72,014.00

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

$ N/A | $ N/A

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

$ N/A | $ N/A

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

$ N/A | $ N/A

5. **Work Scope** N/A

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

$ N/A $ N/A

6. **COMBINED WORK SCOPE BID**

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

N/A

for the Combined Base Bid Sum of:

N/A $ N/A

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A $ N/A

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A $ N/A

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A $ N/A

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A $ N/A

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A $ N/A

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A $ N/A

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A $ N/A

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A $ N/A

ALLOWANCES
Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

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

Addenda No. 1 Dated 07/25/2025 Addenda No. 2 Dated 07/29/2025

Addenda No. 3 Dated 07/31/2025 Addenda No. 4 Dated 08/04/2025

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

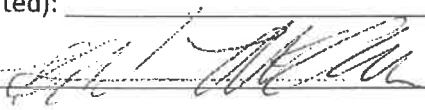
BID ACCEPTANCE
If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with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

Street Address: 212 N. 40th Ave W

City: Duluth State: MN Zip: 55807

Phone Number: (218) 628-0221 Fax Number: (218) 628-0226

Name (typed or printed): Mike McCabe

Signature: 

Title: Sales Manager

Date: 08/04/2025

END OF SECTION 00 4113

AIA® Document A310™ – 1970

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
(Here insert full name and address or legal title of Contractor)
St. Germain's Glass, Inc.
212 N. 40th Ave West
Duluth, MN 55807

as Principal, hereinafter called the Principal, and
(Here insert full name and address or legal title of Surety)
Old Republic Surety Company
P.O. Box 1976
Des Moines, IA 50305

a corporation duly organized under the laws of the State of **Wisconsin**
as Surety, hereinafter called the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)
ISD #709 – Duluth Public Schools
215 North 1st Avenue E
Duluth, MN 55802

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

WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)
ISD #709- Duluth Public Schools- DNT Building Renovation- Aluminum Storefront- Glazing

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

Signed and sealed this **31st** day of **July, 2025**

(Witness)

St. Germain's Glass, Inc.
(Principal) (Seal)
Estimator
(Title)

(Witness)

Old Republic Surety Company
(Surety)
(Title) ~~Name Alemdar~~ *(Seal)*
Attorney-in-Fact

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INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF _____

ss

COUNTY OF _____

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

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

_____

(Notary Seal)

CORPORATE ACKNOWLEDGMENT

STATE OF Minnesota

ss

COUNTY OF St. Louis

On the **31st** day of **July**, **2025**, before me personally appeared Michael Moran to me known, who being by me duly sworn, did say that he/she is the Estimator of **St. Germain's Glass, 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)

LINDA JO PETERSON
Notary Public-Minnesota
My Commission Expires Jan. 31, 2030

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA

ss

COUNTY OF **Hennepin**

On the **31st** day of **July**, **2025**, before me personally appeared **Name Alemdar** to me known, who being duly sworn, did say that he/she is the aforesaid officer or attorney-in-fact of the **Old Republic Surety Company** a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

_____

(Notary Seal)

ALAN R STARKS
Notary Public - Minnesota
My Commission Expires Jan 31, 2026

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: BRUCE A. CHRISTENSEN, RICK T. REDDING, CLINT J. SICHMELLER, KATIE MARIE RANDOLPH, BARB MICHAELS, BARBARA D. HANSEN, MARILYN J. HENTGES, STACY BURY, SCOTT A. FOGELSON, JEFFREY SETTEM, NAME ALEMDAR, MELISSA M. NORDIN, ALAN STARKS, TYLER GERADS, ALEXANDRA KISSELL of EDEN PRAIRIE, MN

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

ALL WRITTEN INSTRUMENTS

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

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

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

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

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

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

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 10th day of February, 2022.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 10th day of February, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

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

CERTIFICATE

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

40-2662

Signed and sealed at the City of Brookfield, WI this 31st day of JULY, 2025

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-05)

Christensen Group - IRI

ST. GERMAIN'S GLASS
212 N. 40th Ave West | Duluth, MN 55807
ph 218-628-0221 fax 218-628-0226
www.StGermainsGlass.com

August 4, 2025
Project: Duluth Public Schools – ISD 709 DNT Building Renovation
424 West First Street
Duluth, MN 55802

Acknowledgement Addendum : #1, #2, #3, #4

Sections included in this proposal:
Section 084113 – Aluminum-Framed Entrances and Storefronts
Section 087100 – Door Hardware
Section 088000 – Glazing

- Furnish & Install Aluminum Framed Storefronts:
  - AL- IV (1) Exterior
    - Dark Bronze Anodized
    - Door #106.1
      - Hardware Group # 4
    - 1" OA Tempered Glass Low E #3
  - AL- V (1) Exterior
    - Dark Bronze Anodized
    - Door #100.1
      - Hardware Group # 1
    - 1" OA Tempered Glass Low E #3
  - AL- IV (1) Interior
    - Dark Bronze Anodized
    - Door #100.2
      - Hardware Group # 2
    - ¼" Clear Tempered Glass
  - AL- VI (1) Exterior
    - Dark Bronze Anodized
    - Door #102
      - Hardware Group # 3
    - 1" OA Tempered Glass Low E #3

- Hollow Metal & Wood Door Lite Glazing:
  - B: (2)
    - ¼" Clear Tempered Glass
  - C (21)
    - ¼" Clear Tempered Glass
  - C (6)
    - Security Glazing Laminated Glass
- Hollow Metal Frame Glazing:
  - HM- II (13)

- ¼" Clear Tempered Glass
- HM-III (1)
  - ¼" Clear Tempered Glass
- HM-VII (1)
  - ¼" Clear Tempered Glass
- HM-VIII (1)
  - ¼" Clear Tempered Glass

FURNISH-INSTALLED-TAXED
PROPOSAL $72,014.00 (SEVENTY-TWO THOUSAND AND FOURTEEN DOLLARS & 00/100)

EXCLUSIONS: Opening Prep, Hollow Metal/Wood Doors and Frames, Mirrors, Final Keying, Final Cleaning, Field Testing, Wood Blocking.

The pricing provided in this estimate is based on current material costs and does not include any potential tariffs, surcharges, or other government-imposed fees. If our material suppliers adjust their pricing due to changes in tariffs, surcharges, or other external factors beyond our control, we reserve the right to adjust our pricing accordingly. Any such adjustments will be communicated promptly, and a revised estimate or change order will be provided for approval before proceeding with the project.

Thank you,

Michael Moran
St. Germain's Glass Co

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

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

BID FROM: _____

PINNACLE WALL SYSTEMS

_____

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 05 GYPSUM ASSEMBLIES
   The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

$ ONE MILLION SIXTY FIVE THOUSAND — $ 1,065,000 00

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

$ _____ $ —

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

$ _____ $ —

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

$ _____ $ —

5. **Work Scope** _____

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

$_____ $ _____

6. **COMBINED WORK SCOPE BID**

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

_____

for the Combined Base Bid Sum of:

_____ $

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $ NA

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $ NA

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $ NA

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $ NA

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $ NA

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $ NA

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $ NA

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $ NA

ALLOWANCES

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

ADDENDA

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

Addenda No. 1 Dated 7/28/25 Addenda No. 2 Dated 7/30/25

Addenda No. 3 Dated 8/1/25 Addenda No. 4 Dated 8/4/25

RESPONSIBLE CONTRACTOR

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

BID ACCEPTANCE

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

Street Address: 4849 WHITE BEAR PKWY

City: WHITE BEAR LAKE State: MN Zip: 55110

Phone Number: 651-653-3303 Fax Number: 651-234-0863

Name (typed or printed): SAM CASPERS

Signature:

Title: EST / PM

Date: 8/5/25

END OF SECTION 00 4113

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Pinnacle Wall Systems, Inc.

4849 White Bear Parkway
White Bear Lake, MN 55110

SURETY:
(Name, legal status and principal place of business)
Amerisure Mutual Insurance Company
PO Box 9098
Farmington Hills, MI 48333-9098

OWNER:
(Name, legal status and address)
Duluth Public Schools, ISD #709
709 Portia Johnson Drive
Duluth, MN 55811

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

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

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

PROJECT:
(Name, location or address, and Project number, if any)
Work Scope #5 - Gypsum Assemblies In connection with Duluth News Tribune (DNT) Building Renovation; Duluth, MN

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

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

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

Signed and sealed this 5th day of August, 2025

(Witness)	Pinnacle Wall Systems, Inc. *(Principal)* *(Seal)*
	(Title)
Ryan-Olivia Lundy *(Witness)* Ryan-Olivia Evlyn Lundy	Amerisure Mutual Insurance Company *(Surety)* *(Seal)*
	(Title) Ted Jorgensen, Attorney-in-Fact

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

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061110

AMERISURE MUTUAL INSURANCE COMPANY CORPORATE SEAL 2000 MICHIGAN

ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF Minnesota)

COUNTY OF _____)

On this 5TH day of AUGUST, in the year 2025, before me personally appeared JACK MULCAHY,

OWNER of

Pinnacle Wall Systems, 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.

ANN MARIE LYNNE KING
Notary Public
Minnesota
My Commission Expires
Jan 31, 2027

_____, Notary Public

My Commission Expires: 1.31.27

ACKNOWLEDGEMENT OF SURETY

STATE OF Minnesota)

COUNTY OF Hennepin)

On this 5th day of August, in the year 2025, before me personally come(s) Ted Jorgensen, Attorney-in-Fact of Amerisure Mutual Insurance Company, with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is the Attorney-in-Fact of Amerisure Mutual Insurance 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.

Ryan-Olivia Evlyn Lundy, Notary Public

RYAN-OLIVIA EVLYN LUNDY
Notary Public
Minnesota
My Commission Expires Jan. 31, 2029

My Commission Expires: January 31, 2029

AMERISURE MUTUAL INSURANCE COMPANY
AMERISURE INSURANCE COMPANY
AMERISURE PARTNERS INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint:

NICOLE STILLINGS, SANDRA M. ENGSTRUM, BRIAN J. OESTREICH, COLBY D. WHITE, TED JORGENSEN, RACHEL THOMAS, JOSHUA R. LOFTIS, R.C. BOWMAN, MELINDA BLODGETT,SARAH DRAGT, NATHAN WEAVER, TINA L. DOMASK, ROSS SQUIRES, MICHELLE MORRISON and KRISTINE M. BECKS, JOSEPH CARDINAL, RYAN-OLIVIA E. LUNDY, AUSTIN MUEHLSCHLEGEL

of Holmes, Murphy, and Associates, LLC, its true and lawful Attorney(s)-in Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED MILLION ($100,000,000.00) DOLLARS

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022.

"**RESOLVED**, that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company;

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 anycertificate relating thereto electronically/digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic/digital or facsimile signatures or electronic/digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached;

FURTHER RESOLVED, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company."

AMERISURE MUTUAL INSURANCE CORPORATE SEAL 2000 MICHIGAN COMPANY

AMERISURE INSURANCE CORPORATE SEAL 1968 MICHIGAN COMPANY

By: _____
Michael A. Ito, Senior Vice President Surety

By: _____
Aaron Green, Vice President Surety

AMERISURE PARTNERS INSURANCE CORPORATE SEAL 2000 MICHIGAN COMPANY

IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 11th day of September, 2024.

Amerisure Mutual Insurance Company
Amerisure Insurance Company
Amerisure Partners Insurance Company

State of Illinois
County of Kane

On this 11th day of September, 2024, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
M KENNY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/04/2025

M.Kenny, Notary Public

I, Christopher M. Spaude, the duly elected Chief Financial Officer & Treasurer of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify and attest that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 5th day of August 2025.

Christopher M. Spaude, Chief Financial Officer & Treasurer

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

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

Mulcahy Nickolaus LLC

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 05 Gypsum Assemblies
The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

$ One Million Two Hundred Eighty Nine Thousand Five Hundred | $ 1,289,500.00

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

$ NA | $ NA

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

$ NA | $ NA

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

$ NA | $ NA

5. **Work Scope** NA

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

$ NA $ NA

6. **COMBINED WORK SCOPE BID**

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

NA

for the Combined Base Bid Sum of:

NA $ NA

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ NA $ NA

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ NA $ NA

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ NA $ NA

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ NA $ NA

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ NA $ NA

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ NA $ NA

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ NA $ NA

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ NA $ NA

ALLOWANCES
Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

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

Addenda No. 1 Dated 07-25-25 Addenda No. 2 Dated 07-29-25

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

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

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

Street Address: 2980 Granada LN N

City: Oakdale State: MN Zip: 55128

Phone Number: 651-239-4595 Fax Number: 651-770-8118

Name (typed or printed): Dan Rygwalski

Signature: _____

Title: Estimator Project Manager

Date: 8-6-25

END OF SECTION 00 4113

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Mulcahy Nickolaus, LLC
2980 Granada Lane, Suite 100
Oakdale, MN 55128

SURETY:
(Name, legal status and principal place of business)
Swiss Re Corporate Solutions
America Insurance Corporation
1200 Main St., Suite 800
Kansas City, MO 64105-2478

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

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

OWNER:
(Name, legal status and address)
Independent School District #709
Duluth Public Schools
719 Portia Johnson Dr
Duluth MN 55802
BOND AMOUNT: Five Percent of the Amount of the Attached Bid – (5%)

PROJECT:
(Name, location or address, and Project number, if any)
Duluth Public Schools ISD 709 Education Center
424 West First St
Duluth MN 55802

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 July, 2025

(Witness)	Mulcahy Nickolaus, LLC *(Principal)* *(Seal)*
	(Title)
(Witness)	Swiss Re Corporate Solutions America Insurance Corporation *(Surety)* *(Seal)*
	(Title) Jordan Edwards, Attorney-in-Fact

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

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os1110

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Hennepin)

On this 31st day of July, 20 25, before me personally appeared Jordan Edwards to me known, who, being by me duly sworn, did depose and say: that s/he resides at Burnsville, Minnesota, that s/he is the Attorney-In-Fact of Swiss Re Corporate Solutions America Insurance Corporation, the corporation described in and which executed the annexed instrument; that s/he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that s/he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

EMILY R CARLSON
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 01/31/2030

Notary Public

ACKNOWLEDGMENT OF CORPORATION

State of Minnesota)
County of Washington)

On this 31st day of July, 20 25, before me personally appeared Rob Nickolaus, to me known, who being by me first duly sworn, did depose and say that s/he resides in Hudson, WI that s/he is the Vice President of Mulcahy Nickolaus, LLC the corporation described in and which executed the foregoing instrument; that s/he knows the corporate seal of said corporation, that the corporate seal affixed to said instrument is such corporate seal, that it was so affixed by order and authority of the Board of directors of said corporation, and that s/he signed his/her name thereto by like order and authority.

MELISSA M BAILEY
NOTARY PUBLIC MINNESOTA
My Commission Expires Jan 31, 2026

Notary Public

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

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

CARL GODZIEK, SEAN McBRIDE, SAMANTHA BODDICKER, LAUREN BRUNS, EMILI CAIN and JORDAN EDWARDS

JOINTLY OR SEVERALLY

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

FIFTY MILLION ($50,000,000.00) DOLLARS

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

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

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

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION CORPORATE SEAL 1973 MISSOURI

SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION CORPORATE SEAL MISSOURI

By _____
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By _____
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC

WESTPORT INSURANCE CORPORATION CORPORATE SEAL MISSOURI

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

this 25TH day of SEPTEMBER, 20 23

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

State of Illinois
County of Cook ss

On this 25TH day of SEPTEMBER, 20 23, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SPCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
CHRISTINA MANISCO
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires March 29, 2026

Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 31st day of July, 20 25.

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

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

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

RTL Construction

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 5 - GYPSum wallboard assemblies
   The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

$ One million, eight hundred eighty-nine thousand, nine hundred fifty nine | $ 1'889'959

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

$ — | $ —

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

$ — | $ —

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

$ — | $ —

5. **Work Scope** _____

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

$_____ $ —

6. **COMBINED WORK SCOPE BID**

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

_____

for the Combined Base Bid Sum of:

_____ $ —

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $ —

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $ —

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $ —

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $ —

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $ —

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $ —

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $ —

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $ —

ALLOWANCES
Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

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

Addenda No. 1 Dated 7/28/25 Addenda No. 2 Dated 7/30/25

Addenda No. 3 Dated 8/1/25 Addenda No. 4 Dated 8/5/25

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

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

Street Address: 290 Sarazin Street

City: Shakopee State: MN Zip: 55379

Phone Number: 952-934-4695 Fax Number: 952-934-8380

Name (typed or printed): SHAWN LARSON

Signature:

Title: VP

Date: 8/5/25

END OF SECTION 00 4113

AIA® Document A310™ – 1970

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
(Here insert full name and address or legal title of Contractor)
RTL Construction, Inc.
290 Sarazin Street
Shakopee, MN 55379

as Principal, hereinafter called the Principal, and
(Here insert full name and address or legal title of Surety)
Westfield Insurance Company
P.O. Box 5001
Westfield Center, OH 44251-5001

a corporation duly organized under the laws of the State of **Ohio**
as Surety, hereinafter called the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)
ISD 709 - Duluth Public Schools
719 Ponta Johnson Drive
Duluth, MN 55802

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

WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)
DNT Building Renovation - Duluth Public Schools, ISD 709 - Work Scope 5 - Gypsum Wallboard Assemblies

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

Signed and sealed this 6th day of August, 2025

(Witness)

(Witness)

RTL Construction, Inc.
(Principal) (Seal)

VP
(Title)

Westfield Insurance Company
(Surety)

(Title) Name Alemdar (Seal)
Attorney-in-Fact

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INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF _____

ss

COUNTY OF _____

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

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

_____

(Notary Seal)

CORPORATE ACKNOWLEDGMENT

STATE OF MN

ss

COUNTY OF Rice

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

ZACHARY D WERMERSKIRCHEN
Notary Public
Minnesota
My Commission Expires
Jan 31, 2028

_____

(Notary Seal)

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA

ss

COUNTY OF **Hennepin**

On the 6th day of August, 2025, before me personally appeared **Name Alemdar** to me known, who being duly sworn, did say that he/she is the aforesaid officer or attorney-in-fact of the **Westfield 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)

ALAN R STARKS
Notary Public - Minnesota
My Commission Expires Jan 31, 2028

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 06/15/21, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 2261872 07

General Power of Attorney

CERTIFIED COPY

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

ALAN STARKS, NAME ALEMDAR, JEFFREY SETTEM, MELISSA M. NORDIN, TYLER GERADS, JOINTLY OR SEVERALLY

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

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:
Duluth Public Schools, ISD 709
709 Portia Johnson Drive
Duluth, MN 55811
BID FROM: Mulcahy Nickolaus

2980 Granada Lane N

Oakdale, MN 55128

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 6- Painting
   The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

$ One hundred seventy four thousand, one hundred and ninety five dollars | $174,195

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

$ _____ | $

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

$ _____ | $

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

$ _____ | $

5. **Work Scope** _____

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

$_____ $

6. **COMBINED WORK SCOPE BID**

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

_____

for the Combined Base Bid Sum of:

_____ $

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A $0

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A $0

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A $0

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A $0

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A $0

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A $0

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A $0

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A $0

ALLOWANCES
Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

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

Addenda No. 1 Dated 7/25/2025 Addenda No. _____ Dated _____

Addenda No. 2 Dated 7/29/2025 Addenda No. _____ Dated _____

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

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

Street Address: 2980 Granada Lane N

City: Oakdale State: MN Zip: 55128

Phone Number: 651-770-5250 Fax Number: 651-770-8118

Name (typed or printed): Derek Wiles

Signature: Derek Wiles

Title: Project Manager

Date: 8/6/2025

END OF SECTION 00 4113

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Mulcahy Nickolaus, LLC
2980 Granada Lane, Suite 100
Oakdale, MN 55128

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

Swiss Re Corporate Solutions
America Insurance Corporation
1200 Main St., Suite 800
Kansas City, MO 64105-2478

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

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

OWNER:
(Name, legal status and address)
Independent School District #709
Duluth Public Schools
719 Portia Johnson Dr
Duluth MN 55802

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

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

Duluth Public Schools ISD 709 Education Center
424 West First St
Duluth MN 55802

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 July, 2025

Ashley [illegible]
(Witness)

Mulcahy Nickolaus, LLC
(Principal) *(Seal)*

(Title)

C. Burce
(Witness)

Swiss Re Corporate Solutions America Insurance Corporation
(Surety) *(Seal)*

(Title) Jordan Edwards, 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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os1110

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Hennepin)

On this 31st day of July, 20 25, before me personally appeared Jordan Edwards to me known, who, being by me duly sworn, did depose and say: that s/he resides at Burnsville, Minnesota, that s/he is the Attorney-In-Fact of Swiss Re Corporate Solutions America Insurance Corporation, the corporation described in and which executed the annexed instrument; that s/he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that s/he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

EMILY R CARLSON
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 01/31/2030

Notary Public

ACKNOWLEDGMENT OF CORPORATION

State of Minnesota)
County of Washington)

On this 31st day of July, 20 25, before me personally appeared Bob Nickolaus, to me known, who being by me first duly sworn, did depose and say that s/he resides in Hudson, WI that s/he is the Vice President of Mulcahy Nickolaus, LLC the corporation described in and which executed the foregoing instrument; that s/he knows the corporate seal of said corporation, that the corporate seal affixed to said instrument is such corporate seal, that it was so affixed by order and authority of the Board of directors of said corporation, and that s/he signed his/her name thereto by like order and authority.

MELISSA M BAILEY
NOTARY PUBLIC MINNESOTA
My Commission Expires Jan 31, 2026

Notary Public

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

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

CARL GODZIEK, SEAN McBRIDE, SAMANTHA BODDICKER, LAUREN BRUNS, EMILI CAIN and JORDAN EDWARDS

JOINTLY OR SEVERALLY

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

FIFTY MILLION ($50,000,000.00) DOLLARS

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

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

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

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION CORPORATE SEAL 1973 MISSOURI

SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION CORPORATE SEAL MISSOURI

By _____
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By _____
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC

WESTPORT INSURANCE CORPORATION CORPORATE SEAL MISSOURI

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

this 25TH day of SEPTEMBER, 20 23

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

State of Illinois
County of Cook ss

On this 25TH day of SEPTEMBER, 20 23, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SPCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
CHRISTINA MANISCO
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires March 29, 2026

Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 31st day of July, 20 25.

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

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:
Duluth Public Schools, ISD 709
709 Portia Johnson Drive
Duluth, MN 55811
BID FROM: Steinbrecher Painting Company
1408 7th St. N.
Princeton MN 55371

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 6 Paintings
   The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

$ One Hundred Eighty-Two Thousand | $ 182,000

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

$ _____ | $

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

$ _____ | $

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

$ _____ | $

5. **Work Scope** _____

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

$_____ $

6. **COMBINED WORK SCOPE BID**

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

_____

for the Combined Base Bid Sum of:

_____ $

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $

ALLOWANCES
Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

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

Addenda No. 1 Dated July 25, 25 Addenda No. 2 Dated July 29, 25

Addenda No. 3 Dated July 31, 25 Addenda No. 4 Dated August 4, 25

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

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

Street Address: 1408 7th St. N.

City: Princeton State: MN Zip: 55371

Phone Number: 612-202-7579 Fax Number: 763-385-5092

Name (typed or printed): Nick Nowak

Signature: Nick Nowak

Title: President

Date: 8-5-2025

END OF SECTION 00 4113

AIA Document A310™ – 2010

Bond No. JB002392

Bid Bond

CONTRACTOR:
Name, legal status and address)
Steinbrecher Painting Company
1408 - 7th Street North
PO Box 159
Princeton, MN 55371

SURETY:
(Name, legal status and principal place of business)
Old Republic Surety Company
PO Box 1635
Milwaukee, WI 53201-1635

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

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

OWNER:
(Name, legal status and address)
ISD#709-Duluth Public Schools

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

PROJECT: Duluth Public Schools Education Center

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

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

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

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

Signed and sealed this 5th day of August, 2025

(Witness)	(Principal) Steinbrecher Painting Company (Seal)
(Witness)	(Title) Old Republic Surety Company (Surety) (Seal)
	(Title) Attorney-in-Fact Troy Staples

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

Init. /

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061110

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
)
County of _____)

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

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
)
County of _____)

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

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of MN)
County of Mille Lacs)

On this 5 day of August, In the year 2025 before me personally come(s) Nick Nowak, to me known, who, being duly sworn, deposes and says that he/she is the President of the Steinbrecher Painting Company 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.

KAREN M DONAIS
NOTARY PUBLIC - MINNESOTA
My Comm. Exp. Jan. 31, 2028

Karen M Donais
Notary Public

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
)
County of Dakota)

On this 5th day of August, in the year 2025, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of Old Republic Surety Company with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Old Republic Surety Company company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within Instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.

HAEKYONG KIM
Notary Public
Minnesota
My Commission Expires 01/31/2030

Haekyong Kim
Notary Public

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: JENNIFER M. BOYLES, NICHOLAS HOCHBAN, THOMAS M. LAHL, TROY STAPLES, ZACHARY PATE, THOMAS GEORGE KEMP

of WEST ST PAUL, MN

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

ALL WRITTEN INSTRUMENTS

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

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

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

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

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

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

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 9th day of February, 2023.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 9th day of February, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

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

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

40-0375

Signed and sealed at the City of Brookfield, WI this 5th day of August 2025.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-08)

PATE BONDING, INC.

PATE
BONDING
INC.
1276 So. Robert St. • West St. Paul, MN 55118 • Phone: (651) 457-6842 • Fax: (651) 457-7531 • Web Site: www.patebonding.com

Steinbrecher Painting Company
1408 - 7th Street North PO Box 159
Princeton, MN 55371

Bid Bond Results Form

PROJECT OWNER: ISD#709-Duluth Public Schools

BID DATE: August 6th 2025

PROJECT NAME: Duluth Public Schools Education Center

APPROX. BID AMOUNT: *$200,000.00

** If your bid increases by 10% or more from this estimate, please contact our office for approval prior to the bid letting.*

BOND NUMBER: JB002392

PLEASE LIST THE FIRST THREE BIDDERS IF KNOWN

	Contractor's Name	*Amount*	*Bid Security*	
			Bid Bond	*Check*
Low	_____	$ _____	☐	☐
2nd	_____	$ _____	☐	☐
3rd	_____	$ _____	☐	☐
Your Bid If Not Listed Above		$ _____	☐	☐

Comments

_____ By:

_____ Date: _____

PLEASE RETURN THIS FORM TO PATE BONDING, INC.
Your assistance in providing us with all of your bid results is appreciated

PBI-TZ

Delivery Instructions: [ ] COURIER [/] EMAIL [ ] FAX [/] MAIL [ ] OVERNIGHT [ ] PICKUP [ ] OTHER _____

Please review your bond to ensure it is as you ordered and that it is in the proper form which includes the correct names, bond amounts and dates before you submit it. By affixing your signature, executing and providing this bond to the obligee you are verifying, and we will justifiably assume, the bond has been issued correctly with the best interests and requirements of all parties being considered. Contact us immediately if any correction is required.

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:
Duluth Public Schools, ISD 709
709 Portia Johnson Drive
Duluth, MN 55811
BID FROM: Swanson & Youngdale, INC.

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 06
   The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

$ One Hundred Eighty Five Thousand Five Hundred Fifteen and 00/100 | $ 185,515.00

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

$ N/A | $ 0.00

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

$ N/A | $ 0.00

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

$ N/A | $ 0.00

5. **Work Scope** _____

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

$ N/A _____ $ 0.00

6. **COMBINED WORK SCOPE BID**

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

N/A _____

for the Combined Base Bid Sum of:

N/A _____ $ 0.00

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A _____ $ 0.00

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A _____ $ 0.00

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A _____ $ 0.00

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A _____ $ 0.00

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A _____ $ 0.00

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A _____ $ 0.00

Alternate No. 4: ~~ATS~~ as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A _____ $ 0.00

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A _____ $ 0.00

ALLOWANCES
Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

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

Addenda No. 1 Dated 7/25/2025 Addenda No. 2 Dated 7/29/2025

Addenda No. 3 Dated 7/31/2025 Addenda No. 4 Dated 8/4/2025

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

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

Street Address: 3805 Prosperity Rd.

City: Duluth State: MN Zip: 55811

Phone Number: (218) 727-6682 Fax Number: (218) 727-4435

Name (typed or printed): Joel Swanson

Signature:

Title: Vice President

Date: 8/06/2025

END OF SECTION 00 4113

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Swanson & Youngdale Inc.
6565 West 23rd Street
Minneapolis, MN 55426

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

Great American Insurance Company
301 East Fourth Street
Cincinnati, OH 45202

Mailing Address for Notices

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

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

OWNER:
(Name, legal status and address)

Duluth Public Schools, ISD #709
709 Portia Johnson Drive
Duluth, MN 55802

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

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

Duluth Public Schools, ISD #709 - Education Center
424 West First Street, Duluth, MN 55802

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 25th day of July, 2025

(Witness)

(Witness)

Swanson & Youngdale Inc.
(Principal) *(Seal)*

By:
(Title)

Great American Insurance Company
(Surety) *(Seal)*

By:
(Title) Kelly Nicole Englhauser, Attorney-in-Fact

Corporate Acknowledgment

STATE OF Minnesota)
) ss
COUNTY OF Hennepin)

On this 25th day of July , 2025 , before me personally appeared Joel Swanson To me known, who being by me duly sworn, did say that he is the Vice President of the Swanson & Youngdale, Inc. corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal is affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his/her name thereto by like order.

JASMINE J BOOR BOOR
Notary Public
Minnesota
My Commission Expires January 31, 2026

(Notary Seal)

Notary Public Signature

Acknowledgment of Corporate Surety

STATE OF Minnesota)
) ss
COUNTY OF Hennepin)

On this 25th day of July , 2025 , before me appeared Kelly Nicole Enghauser , to be known, who being by me duly sworn did say that (s)he is the aforesaid Attorney-in-Fact of the Great American 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 on behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

HEATHER R. GOEDTEL
Notary Public
State of Minnesota
My Commission Expires
January 31, 2028

(Notary Seal)

Notary Public Signature

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than SEVEN

No. 0 21682

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name		Address	Limit of Power
MICHELLE HALTER	JESSICA HECKER	ALL OF	ALL
NICOLE LANGER	HEATHER R. GOEDTEL	BLOOMINGTON, MINNESOTA	$100,000,000
KELLY NICOLE ENGHAUSER	BLAKE S. BOHLIG		
HALEY PFLUG			

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 01 day of FEBRUARY , 2023

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 01 day of FEBRUARY , 2023 , before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 25th day of July , 2025 .

Assistant Secretary

August 6, 2025

Jason Filipek
ICS
525 S. Lake Avenue, Suite 222
Duluth, MN 55802

Re: **Duluth Public Schools - ISD 709 DNT Building Renovations - Clarification Letter**
Duluth, MN

Dear Jason:

We propose to furnish labor, material, and equipment to complete Work Scope 6, at the above referenced per Miller Architects plans dated 5/9/2025 & noted addendum 1-4 for the sum of **$185,515.00.**

Work to include:

- Painting new & existing gypsum, plaster, CMU walls with 1 coat prime & 2 coats Sherwin Williams Promar 200 eggshell or epoxy as indicated
- Painting new & existing ceilings with 1 coat prime & 2 coats Sherwin Williams Promar 200 eggshell
- Prepping & painting concrete floors where indicated on A-502 with Sherwin Williams ArmorSeal 1000 HS
- Painting hollow metal doors & frames, stairs, handrail & guardrail with 1 coat prime as needed & 2 coats Sherwin Williams Pro Industrial waterbased alkyd urethane semi-gloss

Notes:

- Does not include taping, wall prep or skimming – to be completed by Work Scope 5
- Does not include caulking
- Does not include furnishing or installing wallcoverings
- Does not include any exterior work - unless listed above
- Does not include filling nail holes
- Does not include furnishing or installing FRP
- Does not include painting any existing walls or ceilings not called out as painted on A-502
- Does not include any floor finishes - unless noted above
- Not to include Lead paint and/or any other known or unknown environmentally hazardous substances.

Alternate No.1A:*Water Service*	***N/A***
Alternate No.1B: *Water Service*	***N/A***
Alternate No.1C: *Water Service*	***N/A***
Alternate No.1D: *Water Service*	***N/A***
Alternate No.2:*Infill*	***N/A***
Alternate No.3:*Raceway*	***N/A***
Alternate No.4:*ATS*	***N/A***
Alternate No.5:*DDC*	***N/A***
Option / add: Brush & roll finish coat after all other finishes are installed	**$33,976.00**

- Referenced in schedule but not in spec

If you have any questions regarding this matter, please feel free to contact me.
Sincerely,
SWANSON & YOUNGDALE, INC.

Robert Parks

3805 Prosperity Road Duluth, MN 55811 Phone: 218.727.6682 Fax: 218.727.6693

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:
Duluth Public Schools, ISD 709
709 Portia Johnson Drive
Duluth, MN 55811
BID FROM: Northland Flooring and Design, LLC
21844 US Highway 169
Grand Rapids, MN 55744

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** #8 - Tiling
   The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

$ two hundred eighty thousand and 00/100 dollars | $ 280,000.00

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

$ _____ | $

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

$ _____ | $

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

$ _____ | $

5. **Work Scope** _____

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

$_____ $

6. **COMBINED WORK SCOPE BID**

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

_____

for the Combined Base Bid Sum of:

_____ $

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $

ALLOWANCES
Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

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

Addenda No. 1 Dated 7/25/25 Addenda No. 2 Dated 7/29/25

Addenda No. 3 Dated 7/31/25 Addenda No. 4 Dated 8/4/25

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

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

Street Address: 21844 US Highway 169

City: Grand Rapids State: MN Zip: 55744

Phone Number: (218) 999-7666 Fax Number: (218) 999-7667

Name (typed or printed): Terry Steel

Signature: Terry Steel

Title: President

Date: 8/6/2025

END OF SECTION 00 4113

AIA® Document A310™ – 2010

Bond No. FB0004752

Bid Bond

CONTRACTOR:
Name, legal status and address)
Northland Flooring & Design, LLC
21844 US Highway 169

Grand Rapids, MN 55744

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#709-Duluth Public Schools

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

PROJECT: Bid #1340, Duluth Public Schools, ISD #709 - Education Center (Work Scope #8 Tiling)

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

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

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

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

Signed and sealed this 30th day of July, 2025

	Northland Flooring & Design, LLC
(Witness)	*(Principal)* *(Seal)*
	(Title) President
	GRANITE RE, INC.
(Witness)	*(Surety)* *(Seal)*
	(Title) Attorney-in-Fact Troy Staples

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

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061110

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
)
County of _____)

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

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
)
County of _____)

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

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of _____)
)
County of _____)

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

_____
Notary Public

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
)
County of Dakota)

On this 30th day of July, in the year 2025, 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.

TERESA FAYE BETTGER
Notary Public
Minnesota
My Commission Expires Jan. 31, 2030

Tera Bettger
Notary Public

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

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

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

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

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620

Notary Public

GRANITE RE, INC.

Certificate

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 30th day of July, 2025.

Kyle P. McDonald, Assistant Secretary

GR0800-1

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:
Duluth Public Schools, ISD 709
709 Portia Johnson Drive
Duluth, MN 55811
BID FROM: Grazzini Brothers & Company

1175 Eagan Industrial Road, Eagan, MN 55121

Steven Olson solson@grazzini.com

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 8 - Tile
   The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

$ THREE HUNDRED THIRTY SEVEN THOUSAND THREE HUNDRED DOLLARS $337,300.00

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

$_____ $

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

$_____ $

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

$_____ $

5. **Work Scope** _____

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

$_____ $

6. **COMBINED WORK SCOPE BID**

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

_____

for the Combined Base Bid Sum of:

_____ $

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $

ALLOWANCES
Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

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

Addenda No. 1 Dated 7/25/2025 Addenda No. 2 Dated 7/29/25

Addenda No. 3 Dated 7/31/25 Addenda No. 4 Dated 8/4/25

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

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

Street Address: 1175 Eagan Industrial Road

City: Eagan State: MN Zip: 55121

Phone Number: 651-994-4138 Fax Number: 651-452-2701

Name (typed or printed): Steven Olson

Signature: Steven Olson Digitally signed by Steven Olson Date: 2025.08.05 10:46:57 -05'00'

Title: Senior Project Manager

Date: 8/5/2025

END OF SECTION 00 4113

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Grazzini Brothers & Company

1175 Eagan Industrial Road
Eagan, MN 55121

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.

OWNER:
(Name, legal status and address)
Duluth Public Schools, ISD #709
709 Portia Johnson Drive
Duluth, MN 55811

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

PROJECT:
(Name, location or address, and Project number, if any)
Work Scope #8 Tiling In connection with Duluth News Tribune (DNT) Building Renovation; Duluth, MN

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

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

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

Signed and sealed this **28th** day of **July, 2025**

(Witness)

Grazzini Brothers & Company
(Principal) *(Seal)*

(Title) **Gregory P. Grazzini, President/CEO**

(Witness) **Joseph Cardinal**

Western Surety Company
(Surety) *(Seal)*

(Title) **Joshua R. Loftis, Attorney-In-Fact**

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

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061110

ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF Minnesota)

COUNTY OF Dakota)

On this _____ day of _____, in the year _____, before me personally appeared Gregory P. Grazzini, President/CEO of Grazzini Brothers & 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.

MONIQUE M NAVARRETTE
Notary Public
Minnesota
My Commission Expires
Jan 31, 2026

_____, Notary Public

My Commission Expires: _____

ACKNOWLEDGEMENT OF SURETY

STATE OF Minnesota)

COUNTY OF Hennepin)

On this 28th day of July, in the year 2025, before me personally come(s) Joshua R. Loftis, 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.

JOSEPH DAVID CARDINAL
Notary Public
Minnesota
My Commission Expires Jan. 31, 2028

_____
Joseph Cardinal, Notary Public

My Commission Expires: 01/31/2028

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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 SOUTH DAKOTA

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 **28th** day of **July** , **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 > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Form F4280-6-2023

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

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

Johnson Carpet One

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 08 Tiling
   The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

$ Four hundred ninety one thousand | $ 491,000

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

$ _____ | $

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

$ _____ | $

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

$ _____ | $

5. **Work Scope** _____

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

$_____ $

6. **COMBINED WORK SCOPE BID**

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

_____

for the Combined Base Bid Sum of:

_____ $

ALTERNATES

Alternates (as indicated/required in section 01 2300):

NA

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $

ALLOWANCES
Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

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

Addenda No. 1 Dated _____ Addenda No. 3 Dated _____

Addenda No. 2 Dated _____ Addenda No. _____ Dated _____

3

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

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

Street Address: 5611 Grand Ave

City: Duluth State: Mn Zip: 55807

Phone Number: 218-628-2244 Fax Number: 218-628-2132

Name (typed or printed): Dave Fulda

Signature: Dave Fulda

Title: V Pres. Ind

Date: 8/6/2025

END OF SECTION 00 4113

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

Bid Bond

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

JOHNSON'S CARPET TILE AND LINOLEUM CO.

5611 GRAND AVE, DULUTH, MN 558072539

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

ISD 709 - DULUTH PUBLIC SCHOOLS

719 PORTIA DR, DULUTH, MN 55802

BOND AMOUNT:
Five and 00/100 Percent of the Bid Amount

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

DULUTH PUBLIC SCHOOLS ISD 709 EDUCATION CENTER

SURETY: *(Name, legal status and principal place of business)*
United Fire & Casualty Company
118 Second Avenue SE
P.O. Box 73909
Cedar Rapids, Iowa 52407

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

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

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

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

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond. Signed and sealed this 5th day of August 2025

(Witness)

(Witness)

JOHNSON'S CARPET TILE AND LINOLEUM CO.

(Principal) (Seal)

President
(Title)

UNITED FIRE & CASUALTY COMPANY

(Surety) (Seal)

Attorney in Fact
(Title)

CONT0456

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

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

Bond No.: 00017819
Obligee:
ISD 709 - DULUTH PUBLIC SCHOOLS 719
PORTIA DR DULUTH, MN 55802

CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

CYNTHIA SUND, TIMOTHY J. ROTHE, CHAD P. MATUSHAK, STEVEN KIMMES, PAMELA J. CARLSON, JOANN J. LIETHA, CHRISTINA WALETZKO, CHARLIE G. JOHNSON, JACIE OLSON, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $20,000,000.00
and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed. The Authority hereby granted shall expire December 4th, 2025 unless sooner revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 5th day of August , 2025

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: Kyanna M. Saylor

Vice President

State of Iowa, County of Linn, ss:
On this 5th day of August , 2025 before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Judith A. Jones
Iowa Notarial Seal
Commission number 173041
My Commission Expires 04/23/2027

Judith A. Jones

Notary Public
My commission expires: 04/23/20

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations.
this 5th day of August , 2025 .

By: Mary A Bertsch

Assistant Secretary,
UF&C, UF&I & FPIC

(INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT)

STATE OF _____)
ss
COUNTY OF_____)

On the _____ day of _____, 20_____, before me, a Notary Public within and for said county, 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 __h____free act and deed.

_____
Notary Public,_____
County,_____
(Notarial Seal) My commission expires _____

CORPORATE ACKNOWLEDGMENT

STATE OF Minnesota)
ss.
COUNTY OF St Louis)

On the 6 day of August 2025, before me personally appeared Dave Fulda to me known, who being by me duly sworn, did depose and say: that __he resides in Duluth, MN that ___he is the Vice President of the Johnson Carpet One the corporation described in and which executed the foregoing instrument; that _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.

SHERRY LEE HOLTKETTER
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2030

(Notarial Seal)

Sherry Lee Holtketter
Notary Public, St. Louis
County Minnesota
My commission expires Jan 31, 2030

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF Wisconsin)
ss.
COUNTY OF Douglas)

On this 5 day of August, 2025, before me appeared Jacie Olson to me personally known, who being by me duly sworn, did say that __he__ is the aforesaid officer or attorney in fact of the UNITED FIRE & CASUALTY 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.

CHRISTINA A. WALETZKO
NOTARY
PUBLIC
STATE OF WISCONSIN

(Notarial Seal)

Christina A Waletzko
Notary Public, Douglas
County, Wisconsin
My Commission expires 7/21/2027

BOND0004 0100

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:
Duluth Public Schools, ISD 709
709 Portia Johnson Drive
Duluth, MN 55811
BID FROM: Twin City Acoustics, Inc.

9449 Science Center Drive, Suite 100

New Hope, MN. 55428

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 09 Acoustical Ceilings
   The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

$ One hundred twenty eight thousand four hundred dollars — $128,400.00

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

$ 0 — $0

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

$ 0 — $0

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

$ 0 — $0

5. **Work Scope** NA

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

$0 $0

6. **COMBINED WORK SCOPE BID**

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

NA

for the Combined Base Bid Sum of:

0 $0

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $0 $0

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $0 $0

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $0 $0

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $0 $0

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $0 $0

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $0 $0

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $0 $0

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $0 $0

ALLOWANCES
Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

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

Addenda No. 1 Dated 7-28 Addenda No. 2 Dated 7-30

Addenda No. 3 Dated 8-1 Addenda No. 4 Dated 8-5

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

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

Street Address: 9449 Science Center Drive, Suite 100

City: New Hope State: Mn Zip: 55803

Phone Number: 218-343-4113 Fax Number: 218-729-0827

Name (typed or printed): Bret Ehnes

Signature: Bret Ehnes

Title: Project Manager

Date: 8-6-2025

END OF SECTION 00 4113

CNA SURETY

Bid Bond

Bond No. Bid Bond

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

SURETY: Western Surety Company: South Dakota Corporation
(Name, legal status and principal place of business)
151 N. Franklin Street
17th Floor
Chicago, IL 60606

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

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

OWNER:
(Name, legal status and address)
ISD 709 – Duluth Public Schools
719 Portia Johnson Dr
Duluth, Minnesota 55802

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

PROJECT:
(Name, location or address, and Project number, if any)
DULUTH PUBLIC SCHOOLS ISD 709 EDUCATION CENTER
Work Scope 09-C – Ceiling and Acoustical Treatment
Duluth, MN

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

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

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

Signed and sealed this 31st day of July, 2025.

(Witness)

Twin City Acoustics, Inc.
(Principal) (Seal)
(Title) Dave Brinker, President

(Witness)

Western Surety Company
(Surety) (Seal)
(Title) Anthony Gross, Attorney-In-Fact

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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the 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 22nd day of May, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 22nd day of May, 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 SOUTH DAKOTA

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 31st day of July, 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 > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Form F4280-6-2023

ACKNOWLEDGMENT OF PRINCIPAL

State of Minnesota

County of Hennepin

On this 31st day of July, 2025 before me a Notary Public in and for the State of Minnesota personally appeared Dave Brinker know to me to be the President of the principal described in the within instrument and who executed the same and acknowledge to me that he/she executed the same for on behalf of the said principal.

DELANEY K RUFF
NOTARY PUBLIC
STATE OF MINNESOTA
My Commission Expires Jan. 31, 2030

NOTARY PUBLIC

(SEAL)

ACKNOWLEGEMENT OF SURETY

State of North Dakota

County of Cass

On this 31st day of July, 2025 before me a Notary Public in and for the State of North Dakota, personally appeared Anthony Gross know to be the Attorney-In-Fact of the Surety described in the within instrument and who executed the same and acknowledge to me the he/she executed the same for on behalf of the said Surety.

SETH FARKAS
Notary Public
State of North Dakota
My Commission Expires March 28, 2028

NOTARY PUBLIC

(SEAL)

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

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

Sorlie Acoustics Inc.

4729 Martin Rd. Duluth, MN 55803

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** #9 - Acoustical Ceilings
   The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

$ One Hundred Ninety Thousand Six Hundred Eighty Five | $ 190,685.00

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

$ _____ | $ 0.00

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

$ _____ | $ 0.00

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

$ _____ | $ 0.00

5. **Work Scope** N/A

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

$_____ $ 0.00

6. **COMBINED WORK SCOPE BID**

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

N/A

for the Combined Base Bid Sum of:

_____ $ 0.00

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A $ 0.00

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A $ 0.00

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A $ 0.00

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A $ 0.00

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A $ 0.00

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A $ 0.00

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A $ 0.00

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A $ 0.00

ALLOWANCES
Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

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

Addenda No. 1 Dated 7/25/2025 Addenda No. 3 Dated 7/31/2025

Addenda No. 2 Dated 7/29/2025 Addenda No. 4 Dated 8/4/2025

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

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

Street Address: 4729 Martin Rd.

City: Duluth State: MN Zip: 55803

Phone Number: 218-733-7055 Fax Number:

Name (typed or printed): Matt Olin

Signature:

Title: President

Date: 8/5/2025

END OF SECTION 00 4113

AIA® Document A310™ – 2010

Bond No. RB0098456

Bid Bond

CONTRACTOR:
Name, legal status and address)
Sorlie Acoustics, Inc.
4729 Martin Road

Duluth, MN 55803

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#709-Duluth Public Schools

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

PROJECT: Project No. 33231, Duluth Public Schools ISD 709 Education Center
(Name, location or address, and Project number, if any)

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

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

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

Signed and sealed this 25th day of July, 2025

(Witness)	Sorlie Acoustics, Inc. *(Principal)* *(Seal)*
	(Title)
(Witness)	Granite Re, Inc. *(Surety)* *(Seal)*
	(Title) Attorney-in-Fact Troy Staples

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

Init.

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ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
)
County of _____)

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

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
)
County of _____)

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

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of MN)
)
County of St. Louis)

On this 5th day of August, in the year 2025, before me personally come(s) Matt Olin, to me known, who, being duly sworn, deposes and says that he/she is the President of the Sorlie Acoustics _____ 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.

Erin M Olin
Notary Public
Minnesota
My Commission Expires January 31, 2028

Erin M Olin
Notary Public 1-31-28

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
)
County of Dakota)

On this 25th day of July, in the year 2025, 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 of the said company by like order.

TERESA FAYE BETTGER
Notary Public
Minnesota
My Commission Expires Jan. 31, 2030

Teresa Bettger
Notary Public

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

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

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

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

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

GRANITE RE, INC. CORPORATE SEAL MINNESOTA

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620

BETHANY J. ALFRED #11003620 EXP. 04/21/27 STATE OF OKLAHOMA NOTARY PUBLIC

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 25th day of July, 2025.

GRANITE RE, INC. CORPORATE SEAL MINNESOTA

Kyle P. McDonald

GR0800-1

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

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

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

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

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620

Notary Public

GRANITE RE, INC.

Certificate

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 25th day of July, 2025.

Kyle P. McDonald, Assistant Secretary

GR0800-1

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:
Duluth Public Schools, ISD 709
709 Portia Johnson Drive
Duluth, MN 55811
BID FROM: Schaefer Acoustics, Inc.
3947 E. Calvary Rd.
Duluth, MN 55803

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 9 - Acoustical Ceilings
   The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

$ Two Hundred, Thirty-Two Thousand, Six Hundred, Eighty + 00/100 | $232,680.00

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

$ _____ | $

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

$ _____ | $

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

$ _____ | $

5. **Work Scope** _____

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

$_____ $

6. **COMBINED WORK SCOPE BID**

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

_____ n/a _____

for the Combined Base Bid Sum of:

_____ $

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $ n/a

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $ n/a

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $ n/a

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $ n/a

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $ n/a

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $ n/a

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $ n/a

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $ n/a

ALLOWANCES
Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

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

Addenda No. 1 Dated 7/28/25 Addenda No. 3 Dated 7/31/25

Addenda No. 2 Dated 7/29/25 Addenda No. 4 Dated 8/4/25

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

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

Street Address: 3947 E. Calvary Rd.

City: Duluth State: mn Zip: 55803

Phone Number 218-722-6513 Fax Number: 218-722-1556

Name (typed or printed): Wendy Schaefer

Signature: Wendy Schaefer

Title: President

Date: ~~7/31/25~~ 8/6/25

END OF SECTION 00 4113

SCHAEFER ACOUSTICS, INC.

3947 E. Calvary Road, Duluth, MN 55803
(218) 722-6513 Office (218) 722-1556 Fax
Specializing in:
Acoustical Ceilings, Linear Ceilings & Wall Panels

BID SHEET

August 6, 2025

PROJECT: DULUTH PUBLIC SCHOOLS DNT BUILDING RENOVATION

WORK SCOPE 9 – ACOUSTICAL CEILINGS
SECTION: 9510 – ACOUSTICAL CEILINGS

BASE BID: $232,680.00
This bid includes labor, material and tax.

- **Dumpster provided by Controlling Contractor, Construction Manager or Owner.**
- Toilet Facilities provided by controlling contractor or owner*
- Unless notified of award, material quote will expire 60 days from today.
- **Material pricing good through September 30th 2026 with materials on site.**
- **Schaefer Acoustics is Women Owned Certified with the State of Minnesota.****
- **Schaefer Acoustics is TGB Certified with the State of Minnesota.****
- **Supplier is WBE Certified.**
- **Coordination Drawings are not included. Submittals & Samples are included.**
- **Price escalation may be required due to possible tariffs.*****
- **Bid as per the reflected Ceiling Plan. The Room Finish Schedule and the Reflected Ceiling Plan do not match.**

ALTERNATES: NONE

ADDENDUM'S: #1, #2, #3 & #4

Respectfully Submitted
Wendy Schaefer
Schaefer Acoustics, Inc.

AIA® Document A310™ – 2010

Bond No. FB0004747

Bid Bond

CONTRACTOR:
Name, legal status and address)
Schaefer Acoustics, Inc.
3947 East Calvary Road
Suite 205
Duluth, MN 55803

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#709-Duluth Public Schools

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

PROJECT: Duluth Public Schools ISD 709 Education Center

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

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

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

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

Signed and sealed this 29th day of July, 2025

	Schaefer Acoustics, Inc.
(Witness)	*(Principal)* *(Seal)*
	(Title)
	GRANITE RE, INC.
(Witness)	*(Surety)* *(Seal)*
	(Title) Attorney-in-Fact Troy Staples

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

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061110

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
)
County of _____)

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

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
)
County of _____)

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

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of Minnesota)
)
County of St. Louis)

On this 6th day of August, in the year 2025, before me personally come(s) Wendy Schaefer, to me known, who, being duly sworn, deposes and says that he/she is the President of the Schaefer Acoustics, Inc. _____ the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Noelle Davidson
Notary Public

NOELLE M DAVIDSON
NOTARY PUBLIC
MINNESOTA
My Commission Expires 01/31/2028

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
)
County of Dakota)

On this 29th day of July, in the year 2025, 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 swom, 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.

Tina Bettger
Notary Public

TERESA FAYE BETTGER
Notary Public
Minnesota
My Commission Expires Jan. 31, 2030

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

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

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

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

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

GRANITE RE, INC. CORPORATE SEAL MINNESOTA

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

BETHANY J. ALFRED #11003620 EXP. 04/21/27 STATE OF OKLAHOMA NOTARY PUBLIC

My Commission Expires:
April 21, 2027
Commission #: 11003620

Notary Public

GRANITE RE, INC.

Certificate

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 29th day of July, 2025.

GRANITE RE, INC. CORPORATE SEAL MINNESOTA

Kyle P. McDonald, Assistant Secretary

GR0800-1

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:
Duluth Public Schools, ISD 709
709 Portia Johnson Drive
Duluth, MN 55811
BID FROM: Acoustics Associates
10750 Xylon Ave N Suite 140
Brooklyn Park, MN 55445

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 09 Acoustical Ceilings
   The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:
   $ Two hundred thirty eight ~~and~~ six hundred ninety dollars and No/100 | $ 238,690.00

2. **Work Scope** _____
   The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:
   $ _____ | $ NA

3. **Work Scope** _____
   The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:
   $ _____ | $ NA

4. **Work Scope** _____
   The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:
   $ _____ | $ NA

ALLOWANCES
Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

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

Addenda No. 1 Dated 7/25/25 Addenda No. 3 Dated 7/31/25

Addenda No. 2 Dated 7/29/25 Addenda No. 4 Dated 8/4/25

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

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

Street Address: 10750 Xylon Ave N Suite 140

City: Brooklyn Park State: MN Zip: 55445

Phone Number: 763-458-3137 Fax Number: —

Name (typed or printed): Ryan Grefsheim - Acoustics Associates

Signature: Ryan Grefsheim

Title: Executive Vice President

Date: 8/5/25

END OF SECTION 00 4113

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

BID BOND

The American Institute of Architects, AIA® Document A310™ (2010 Edition)

BondNo.B 1338123

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the original text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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.

CONTRACTOR:
(Name, legal status and address)
Acoustics Associates, Inc.
10750 Xylon Avenue N. STE 140
Brooklyn Park, MN 55445

SURETY:
(Name, legal status and principal place of business)
Selective Insurance Company of America
40 Wantage Avenue
Branchville, NJ 07890

OWNER:
(Name, legal status and address)
Duluth Public Schools ISD #709
4316 Rice Lake Rd.
Duluth, MN 55811

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

PROJECT:
(Name, location or address, and Project number, if any)
Duluth Public Schools ISD 709 Education Center Work Scope 09- Acoustical Ceilings

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

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

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

Signed and sealed this **4th** day of **August**, **2025**

Acoustics Associates, Inc. (Seal)
(Contractor as Principal)

(Witness)

(Title)

Selective Insurance Company of America (Seal)
(Surety)

(Witness)

(Title) **Julian Thelen,Attorney-in-Fact**

SELECTIVE INSURANCE®

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

BondNo.B 1338123

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

> The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint: **Julian Thelen**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character, including but not limited to Proposal Bonds, Letters of Surety, and Consents of Surety, issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **Thirty Million Dollars ($30,000,000.00)** . This certifies that this Power of Attorney is in full force and effect as of the date of said fidelity and surety bonds or undertakings and other documents of a similar character, including but not limited to Proposal Bonds, Letters of Surety, and Consents of Surety.

Signed this **4th** day of **August** , **2025**

SELECTIVE INSURANCE COMPANY OF AMERICA

By: _____
Brian C. Sarisky
Its SVP, Chief Underwriting Officer, Commercial Lines

SELECTIVE INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1926 NEW JERSEY

CERTIFIED COPY

STATE OF NEW JERSEY :
:ss. Branchville
COUNTY OF SUSSEX :

On this **4th** day of **August** , **2025** before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

CHRISTINE MARIE LAWSON
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 15, 2029
COMMISSION: #2312839

Christine Marie Lawson
Notary Public

CHRISTINE MARIE LAWSON NOTARY PUBLIC NEW JERSEY

The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution are still in force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this **4th** day of **August** , **2025**.

Michael H. Lanza, SICA Corporate Secretary

SELECTIVE INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1926 NEW JERSEY

Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

B91 (5-25)

ACKNOWLEDGMENT BY SURETY

STATE OF Minnesota }
County of Hennepin } ss.

On this 4th day of August, 2025, before me personally appeared Julian Thelen, known to, me to be the Attorney-in-Fact of Selective Insurance Company of America, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Notary Public in the State of Minnesota
County of Hennepin

S-0230/GE 10/99

XDP

SELECTIVE INSURANCE®

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

BondNumberB 1338123

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

Selective Insurance Company of America, surety on the attached bond, hereby certifies the following:

(1) The surety meets the applicable capital and surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the surety's most current annual filing with the New Jersey Department of Banking and Insurance.

(2) The capital and surplus, as determined in accordance with the applicable laws of the State of New Jersey, of the surety issuing the attached bond are in the following amounts as of the calendar year ended December 31, 2023, which amounts have been certified by certified public accountants:

Company	Capital	Surplus	CPA
Selective Insurance Company of America	$4,400,000	$938,765,178	KPMG LLP 345 Park Avenue New York, NY 10154

(3) With respect to the surety issuing the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. sec 9305, the underwriting limitation established therein and the date as of which the limitation was effective is as follows:

Company	Underwriting Limitation	Effective Date
Selective Insurance Company of America	$93,877,000	July 1, 2024

(4) The amount of the bond to which this statement and certification is attached is
$ **30,000,000.00**

CERTIFICATE

(To be completed by an authorized certifying agent/officer for each surety on the bond)

I, Timothy A. Marchio, as Vice President, Bond SBU for Selective Insurance Company of America, a corporation domiciled in New Jersey, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOIDABLE.

Timothy A. Marchio

(Signature of certifying agent/officer)

Timothy A. Marchio
(Printed name of certifying agent/officer)

Vice President, Bond SBU
(Title of certifying agent/officer)

Dated: **08/04/2025**
(month, day, year)

B-98 (7/23)

SELECTIVE

BE UNIQUELY INSURED℠

ALL NOTICES REGARDING CLAIMS AGAINST THIS BOND MUST BE MAILED OR FAXED TO:

SELECTIVE INSURANCE COMPANY OF AMERICA
Attention: BOND CLAIMS
P.O. Box 7265
London, KY 40742

Email address: **CSVPRIORITY@selective.com**

Telefax: **(877) 352-6541**

Phone: **(866) 455-9969**

For all other inquiries not related to claims, contact:

Selective Insurance Company of America
40 Wantage Avenue
Branchville, NJ 07890

1 (800) 777-9656

1 (973) 948-3000

Form 45 (9/22)

SELECTIVE INSURANCE®

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

BondNo.B 1338123

STATEMENT OF FINANCIAL CONDITION

I hereby certify that the following information is contained in the Annual Statement of Selective Insurance Company of America ("SICA") to the New Jersey Department of Banking and Insurance as of December 31, 2024:

ADMITTED ASSETS (in thousands)		**LIABILITIES AND SURPLUS** (in thousands)	
Bonds	$2,415,998	Reserve for losses and loss expenses	$1,772,537
Preferred stocks at convention value	16,462	Reserve for unearned premiums	761,885
Common stocks at convention values	87,571	Provision for unauthorized reinsurance	1,111
Subsidiary common stock at convention values	0	Commissions payable and contingent commissions	51,956
Short-term investments	226,444	Other accrued expenses	30,452
Mortgage loans on real estate (including collateral loans)	131,381	Other liabilities	595,888
Other invested assets	237,682	Total liabilities	3,213,829
Interest and dividends due or accrued	24,364		
Premiums receivable	724,457	Surplus as regards policyholders	997,473
Other admitted assets	346,943		
Total admitted assets	4,211,302	Total liabilities and surplus as regards policyholders	4,211,302

I further certify that the following is a true and exact excerpt from Article VII, Section 1 of the By-Laws of SICA, which is still valid and existing.

> The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

IN WITNESS WHEREOF, I hereunto subscribe my name and affix the seal of SICA, this 27th day of February, 2025.

Michael H. Lanza
SICA Corporate Secretary

STATE OF NEW JERSEY :
:ss. Branchville
COUNTY OF SUSSEX :

On this 27th day of February 2025, before me, the undersigned officer, personally appeared Michael H. Lanza, who acknowledged himself to be the Corporate Secretary of SICA, and that he, as such Corporate Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Corporate Secretary.

CHRISTINE MARIE LAWSON NOTARY PUBLIC NEW JERSEY

Christine Marie Lawson
Notary Public
My Commission Expires:

CHRISTINE MARIE LAWSON
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 15, 2029
COMMISSION: #2312839

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:
Duluth Public Schools, ISD 709
709 Portia Johnson Drive
Duluth, MN 55811
BID FROM: LARSON ELEVATOR COMPANY

19932 CARDINAL DRIVE

GRAND RAPIDS, MN 55744

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 10 - CONVEYING SYSTEMS
   The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

$ Two hundred nineteen and no/100 dollars | $219,000.00

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

$ _____ | $

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

$ _____ | $

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

$ _____ | $

5. **Work Scope** _____

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

$_____ $

6. **COMBINED WORK SCOPE BID**

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

_____

for the Combined Base Bid Sum of:

_____ $

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $

ALLOWANCES
Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

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

Addenda No. _____ Dated _____ 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. 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: 19932 Cardinal Drive

City: Grand Rapids State: MN Zip: 55744

Phone Number: 218-256-9030 Fax Number: _____

Name (typed or printed): Anthony Larson

Signature: Anthony Larson *

Title: President

Date: 7/22/2025

END OF SECTION 00 4113

* Bid is conditioned on acceptance of the attached clarifications.

Clarifications
ISD 709 – DNT Building
14 2010 Passenger Elevators

This bid is conditioned on acceptance of the following clarifications.

Section 01 2900

Payment: A 40% down payment is required. Progress payments thereafter.

Section 01 1300

Work Scope 10

1.02(H)(4): Repairs to the hoistway, if required, are not included.
1.02(H)(6): Slab edge protection, if required, is not included.
1.02(H)(7): Interconnections and hookups shall be done at the elevator controller.
1.02(I)(1): Repairs to the hoistway, if required, are not included.
1.03(E): Note the following:
- Removal of existing elevator components from the hoistway is included.
- The equipment in the existing elevator machine room will not be removed.
- The existing main guide rails shall be reused. We will add rail bracket extensions as needed to gain clearance for the new hydraulic jacks.
- Others provide necessary rough opening and patching for new entrance frames.
- Others provide a code compliant machine room adjacent to the elevator shaft at the lowest landing.
- Permanent power in machine room required prior to starting installation.

1.03(F): ICS to provide dumpster for disposal of old elevator equipment and all packaging for new elevator equipment.
1.03(L): ICS shall provide adequate material to anchor to. If this cannot be provided, we shall be allowed to through bolt through hoistway as necessary.
1.03(N): Grouting of thresholds is not included. The removal of existing steel thresholds, if required, is not included.
1.03(Q): We will agree to this if the current schedule is not shortened and any delays are directly caused by Larson Elevator and not the owner, architect, ICS, other trades, any of our suppliers. Or by reason of any cause beyond our control included, but not limited to, union labor, fire, explosion, theft, floods, water, weather, earthquake, vandalism, misuse, abuse, mischief, or pandemic.

Section 14 2010

2.04(B): Transfer switches, auxiliary contacts, and installation of feeders by others.
3.09(E): Two years of warranty and maintenance are included from date of substantial completion.
3.09(F): Examinations shall be made quarterly.

Insurance

The attached exhibit A indicates the insurance limits we will provide. Waiver of subrogation and additional insured will be included if requested. Professional liability insurance is not included.

EXHIBIT A

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/11/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 332 West Superior Street, Suite 700 Duluth MN 55802	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 218-722-7753 **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED LARSOELEVA Larson Elevator Company PO Box 676 Grand Rapids MN 55744	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Acuity Insurance — 14184 **INSURER B :** Liberty Insurance Underwriters, Inc. — 19917 **INSURER C :** SFM — 11347 **INSURER D :** — 19445 **INSURER E :** Great American Insurance Company — 16691 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1677661101 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
E	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			GLP132475808	6/15/2025	6/15/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY X SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			ZR6770	6/15/2025	6/15/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	[ ] **UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE DED [ ] RETENTION $			EBU013506213	6/15/2025	6/15/2026	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			136659205	6/15/2025	6/15/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D							Limit Retention	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof of Coverage

CERTIFICATE HOLDER

MN DEPT OF LABOR & INDUSTRY
443 Lafayette Rd N
Saint Paul MN 55155
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Larson Elevator Company
19932 Cardinal Drive
Grand Rapids, MN 55744

SURETY:
(Name, legal status and principal place of business)
Western National Mutual Insurance Company
4700 West 77th Street
Edina, MN 55435-3101

OWNER:
(Name, legal status and address)
Duluth Public Schools, ISD #709
709 Portia Johnson Drive
Duluth, 55802

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

PROJECT:
(Name, location or address, and Project number, if any)
Duluth Public Schools ISD 709 Education Center

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 18th day of July, 2025

	Larson Elevator Company
(Witness)	*(Principal)* *(Seal)*
	(Title) Anthony Larson, President
	Western National Mutual Insurance Company
(Witness)	*(Surety)* *(Seal)*
	(Title) Lynn Overgsten, Attorney-in-Fact

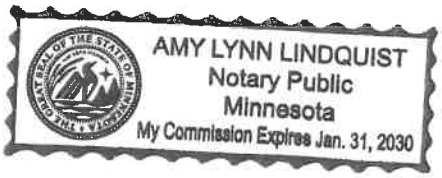
CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.
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STATE OF MINNESOTA

On this 18th **day of** July, 2025, **before me appeared** Lynn Dvergsten **to me personally known, who, being duly sworn, did say that he or she is the** Attorney-in-Fact **of** Western National Mutual Insurance Company, **that the seal affixed to the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said acknowledged said instrument to be the free act and deed of said corporation.**



notary public

WESTERN NATIONAL INSURANCE

The relationship company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Western National Mutual Insurance Company, a Minnesota mutual insurance company, does make, constitute, and appoint: John C. Klein; Stephen M. Klein; Mike Zahn; Christine M. Scott; Wendy M. Schmid; Emily Tschimperle; Tracy Chehoski; Kristin M. Bakos Karla Deutsch-Hunt; Rita Carlson; Kerri Hatton-Rudnik; Lynn Dvergsten (Marsh & McLennan Agency - #641)

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

All written instruments in an amount not to exceed an aggregate of Five Million Dollars ($5,000,000) for any single obligation, regardless of the number of instruments issued for the obligation.

and to bind Western National Mutual Insurance Company thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on September 28, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of Western National Mutual Insurance Company on September 28, 2010:

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

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

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the Company to such person or persons.

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

IN WITNESS WHEREOF, Western National Mutual Insurance Company has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 16th day of December, 2020.

Jon R. Hebeisen, Secretary

WESTERN NATIONAL MUTUAL INSURANCE CORPORATE SEAL MINNESOTA

Mark S. Hewitt, Vice President, Surety

STATE OF MINNESOTA, COUNTY OF HENNEPIN

On this 16th day of December, 2020, personally came before me, Jon R. Hebeisen and Mark S. Hewitt and to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally dispose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

JENNIFER A. YOUNG
NOTARY PUBLIC
MINNESOTA
My Commission Expires 01/31/2026

Jennifer A. Young, Notary Public
My commission expires January 31, 2026

CERTIFICATE

I, the undersigned, assistant secretary of the Western National Mutual Insurance Company, a Minnesota corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

Signed and sealed at the City of Edina, MN this 18th day of July, 2025

Jennifer A. Young, Assistant Secretary

WESTERN NATIONAL MUTUAL INSURANCE CORPORATE SEAL MINNESOTA

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:
Duluth Public Schools, ISD 709
709 Portia Johnson Drive
Duluth, MN 55811
BID FROM: Minnesota Elevator Inc.
4504 Grand Ave, Suite 5
Duluth, MN 55807

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 10 Conveying Systems
   The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

$ Two hundred sixty eight thousand five hundred dollars | $ 268,500.00

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

$ N/A | $ N/A

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

$ N/A | $ N/A

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

$ N/A | $ N/A

5. **Work Scope** N/A

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

$ N/A $ N/A

6. **COMBINED WORK SCOPE BID**

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

N/A

for the Combined Base Bid Sum of:

N/A $ N/A

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A $ N/A

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A $ N/A

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A $ N/A

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A $ N/A

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A $ N/A

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A $ N/A

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A $ N/A

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/A $ N/A

ALLOWANCES
Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

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

Addenda No. 1 Dated 7/28/2025 Addenda No. 3 Dated 7/31/2025

Addenda No. 2 Dated 7/29/2025 Addenda No. 4 Dated 8/5/2025

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

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

Street Address: 4504 Grand Ave, Suite 5

City: Duluth State: MN Zip: 55807

Phone Number: 218-343-2793 Fax Number: _____

Name (typed or printed): Matt LaFlamme

Signature: _____

Title: Account Manager

Date: 8/5/2025

END OF SECTION 00 4113

MEI
TOTAL ELEVATOR SOLUTIONS

Quote 258209 Revision 1
Date: 7/25/2025
www.meiusa.com

MADE IN THE USA
AMERICAN OWNED AND OPERATED

Job Name: Duluth Public Schools - DNT Building

Job Location: Duluth, MN

Elevator Type: Hydraulic, Holeless, Twin Two Stage Jacks, Passenger

Package Type: Complete Package

Capacity:	3500 lbs.	Platform Width:	7'-6"	Landings:	4
Loading Class:	A	Platform Depth:	6'-9 3/4"	Front Openings:	4
Gross Weight:	9410 lbs.	Hoistway Width:	9'-4 1/2"	Rear Openings:	1
Travel:	39'-0"	Hoistway Depth:	7'-10 1/4"	Side Openings:	0
Speed Up:	100 FPM	Overhead Height:	22'-0"	Door Width:	4'-0"
Seismic Zone:	0	Pit Depth:	4'-5 1/2"	Door Height:	7'-0"
IBC Compliant:	2018	Cab Height:	8'-0"	Door Type:	Single Speed Center Opening
Machine Room:	NEMA 1	Inside Clear Width:	7'-2"	Voltage:	460 - 480
Hoistway:	NEMA 1	Inside Clear Depth:	5'-5 1/4"	Phase:	3
Code Year:	ASME A17.1-2016			Est. Full Load PSI:	274
Machine Room Remote Distance:	0ft			Max Speed Variation:	+/-10%

Quote is Based on Specs and Drawings provided by on 7/24/25

Please
See
Additional notes:
Notations 1-3

...tions on the last pages of the quote
...6

MEI TOTAL ELEVATOR SOLUTIONS

Quote 258209 Revision 1
Date: 7/25/2025
www.meiusa.com

MADE IN THE USA
AMERICAN OWNED AND OPERATED

ITEMS MARKED WITH AN "X" ARE INCLUDED IN THIS QUOTE

[X] 1. HOISTWAY PACKAGE

- [X] Platform and Toe Guard — Painted Steel
- [X] Sling Assembly — Painted Steel
- [X] Pit Assembly/Spring Buffers — Painted Steel
- [X] Rail Brackets — Painted Steel
- [X] Fasteners — Standard/Zinc
- [X] Rail Guides: Slide
- [X] Car Top Station with Fire Service
- [X] O+M Manuals: 1 Hardcopy, 1 Office CD
- [X] Fire Key Box
- [ ] Limit Switch Package
- [X] Pit Switch

Subfloor: Fire Resistant Plywood
Finished Flooring: Vinyl, Carpet, or Tile (1/4" Thick - 1.5 lbs/sqft), Supplied by Others
[ ] Platform Isolation: None
[ ] Finished Flooring is Removable from Inside the Cab
Other:

[X] 2. JACK

Jack Quantity: 2
Piston Outside Diameter: 4"
Cylinder Outside Diameter: 7.5"
PVC Outside Diameter (Includes Coupling): NA
PVC SCH: ____
[ ] Moisture Monitoring System
Maximum Jack Section Length: 22'-8", Based on a 1 Section Jack. See Notes Section.
[ ] Cylinder Tape Wrap
Other:

[X] 3. POWER UNIT Includes: Pump, Motor, Valve, Tank and MEI Silencer Pro

Type – Submersible – Left Hand Outlet
Tank Size: S1" W x 24 3/4" D x 47" H
Motor HP: 40 (qty 1)
Starts/Hour: 80
FLA: 52
LRA: 292
Starting Amps: 156
Motor Voltage: 460 - 480
Coil Voltage: 115 VAC
Motor Leads: 12
Est. Full Load PSI: 274
Max BTU/Hr Output: 18481
Approximate Total Oil Required (Not Included): 170 Gallons

- [ ] MEI Oil Cooler
- [ ] Tank Heater
- [ ] Pre-Mounted Controller
- [ ] Protected Vent on Tank
- [ ] Load Weighing
- [ ] Pressure Gauge
- [ ] Oil Level Sight Gauge
- [ ] For use w/Vegetable Oil
- [X] Hot Oil Switch
- [ ] Low Oil Level Switch
- [X] Low Oil Pressure Switch
- [ ] Oil Viscosity Temperature Switch
- [ ] Disassembled Unit (Dry Unit Only)
- [ ] Enclosure Panels for Dry Unit
- [X] Isolation Under Power Unit Feet

Minimum Machine Room Requirements Per Elevator: 55 Square Feet, 7'-3" x 7'-2", 3'-0" Minimum Door.
Other:

[X] 4. PIPING PACKAGE Includes Pipe, Fittings, Shutoffs and Stands.

- [X] Grooved Piping
- [ ] Threaded Piping
- [ ] Schedule 80 Piping

Shut Off Valves: 3
Overspeed Valve: 0
Isolation Couplings: 0
Mainline Strainer with Magnetic Plug: 0

- [ ] Isolated Pipe Stands/Clamps
- [ ] MEI Wagner Scavenger Pump
- [ ] Copper Return Line for Scavenger Pump

[X] 5. CAB

Side Walls: Raised Panel - Laminate w/ Painted Steel Reveals
Rear Wall: NA
Wainscot/Skinned Shell: NA
Front & Returns: 14 GA #4 Stainless Steel 304
Cab Door: #4 Stainless Steel 304
Car Sill: Aluminum
Canopy: 14 GA Painted Steel
Ceiling: #4 Stainless Steel Frame with Multiwall Polycarbonate (White) Panels
Fan: 2 Speed
Lighting: LED on Canopy
Sound Deadening: Not Included

Concealed Vents
- [ ] Tube/Channel Return Reinforcement
- [ ] Custom Paint Color
- [ ] Lightproof Joints
- [ ] Pads & Hooks: ____
- [X] 6", #4 Stainless Steel 304 Wall Base
- [ ] Emergency Lighting in Ceiling and Fan Battery Back-Up
- [ ] Special Nema Lighting Provisions

Handrails:

Number of Rows: 1	[X] Left Side	[X] Right Side	[ ] Rear	Type: #4 Stainless, 2" x 1/2" Solid Material Rectangular
Number of Rows: 0	[ ] Left Side	[ ] Right Side	[ ] Rear	Type: NA

Bumpers:

Number of Rows: 0	[ ] Left Side	[ ] Right Side	[ ] Rear	Type: NA
Number of Rows: 0	[ ] Left Side	[ ] Right Side	[ ] Rear	Type: NA

[ ] Continuous Round Handrail [ ] Splayed Ends [ ] Full-Length Bumpers

[ ] **Vertical Shrouding:** [ ] Top ____ High [ ] Bottom ____ High Material: ____

[ ] **Dog House:** ____ High [X] **Car Top Handrail:** Sides Requiring Handrail: 2 [ ] Car Top GFI

Other: ____

[X] 6. CONTROLLER / STARTER

Includes: Controller and Landing System

Manufacturer: VMI - VHC102 Operation: Simplex Landing System: Reflex 3.14 w/Terminal Limits

Features:

[X] Nudging	[ ] Load Weighing	[ ] Dual Door Operators	[ ] Call / Send Operation
[ ] Car to Lobby	[ ] Homing / Parking	[ ] Car Disable	[ ] Car Capture
[X] NEMA 1 Enclosure	[X] NEMA 1 Landing System	[ ] Fan/Light Timer	[ ] Serial COP
[ ] Pre-Mounted Controller	[X] Solid State Starter	[ ] Multi-Motor Starting	[ ] Oil Viscosity
[X] Telescopic Auto Resynch	[ ] Short Floor Logic		

Security/Emergency:

[X] Phase I & II Fire Service	[ ] Battery Lowering	[X] Interface to Generator Power
[ ] EMT Service/Code Blue	[ ] Hospital Service	[ ] Infant Abduction Security

[X] Security Interface – See Fixtures Section of Quote for More Detail Regarding Type of Security Included

Monitoring – See Notes:

[ ] Lobby Panel Interface [ ] PC Control System in M.R [ ] Lift Net Interface [ ] EMIS Interface

Other: ____

[X] 7. FIXTURES Manufacturer: Innovation Faceplate Finish: #4 Stainless Steel 304

Car: 1 MEI Swing (Not Full) Car Operating Panel(s) Car Lanterns: 2 Car Position Indicator(s): 1

Hall: Hall Stations: 5 Hall Lanterns: 0 Hall Position Indicator(s): 0

Security/Emergency:

[X] Vandal Resistant [ ] Keyed Car Calls [ ] Hospital Service [X] ADA Phone with Grille

[X] Card Reader Provisions [ ] Keyed Hall Calls [ ] EMT Service/Code Blue [ ] Rescue Phone for Machine Room

Other Features:

[X] Prewired COP [X] Emergency Lighting in COP [X] Service Cabinet [ ] ____ Removable Cylinder Key Switches

[X] Jamb Braille [ ] Voice Annunciator [X] 120V GFCI Outlet [X] Appendix O Pictograph

Other: _____

[X] 8. ENTRANCES Includes: Complete Entrance Package

Door Finish: 20 Ga, #4SS 304 Door Skin, 16 Ga Sheet Steel Door Structure [ ] Sound Deadened Door

Frame Finish: 16 Ga, #4SS 304, Mitered And Welded Construction [ ] Sound Deadened Frame

Wall Type: CMU - 13" [X] Entrance Assembly is UL Rated

Sill: Aluminum Sill Support Angle: Grouted

Header Thickness: 10 Ga Strut Thickness: 10 Ga [ ] Fascia Included

Braille Type: Adhesive Keyhole Type: Trilocks

Other: _____

[X] 9. DOOR EQUIPMENT

Vendor: GAL Model: MOVFR II [X] Car Door Interlocks

[X] 10. DOOR PROTECTION

Vendor: GAL Model: Edge Kit Formula Systems MOVFR II

[X] 11. WIRING PACKAGE Complete, Engineered to Order Wiring Package from the Hoistway to Machine Room

Hoistway Wiring Enclosures are NEMA 1 Machine Room Wiring Enclosures are NEMA 1

[X] Traveling Cable [ ] Additional Shielded Pair [ ] Coaxial Cable [ ] Additional 14 Ga. Wire

[X] Wireway, Boxes, Fittings, Hangers, Hoistway Wire, Motor Wire Wireway Type: Duct Trough

Other: _____

[X] 12. RAILS

Maximum Car Rail Bracket Spacing is Estimated at 14'-0"

Other: _____

ITEMS PROVIDED BY OTHERS

EO Cable	*Remote Telephones*	*Flood Plain Provisions*	*Power Disconnect*
Finished Floor Covering	*Smoke Detectors*	*Lobby Panel/Fire Control Panel*	*Security Interface Cabinet*
Intercom System	*Rail Backing*	*Sump Pump*	*OH Life Safety Beam*
OH Hoisting Beam	*Emergency Power Control panel, switches, wiring*	*Monitoring System*	*Card Reader Unit*

MEI STANDARD EXCEPTIONS

- Quote includes MEI standard features unless otherwise requested or specified.
- Samples can be provided upon request. Size and cost may vary.
- The standard submittal package that MEI supplies consists of fully dimensioned layouts (shop drawings) that contain all of the ASME A17.1 required information. Also included in the submittals are fixture, cab, and entrance details. Rail bracket design is not part of the submittal.
- Wiring diagrams are not part of the submittal, they are part of the maintenance manuals. Controller operations instructions are included in the O & M manuals that are sent at time of shipment.
- MEI equipment meets National Elevator Industry Inc. standards for noise level and ride quality. Installation and Field conditions may cause the final noise level results to exceed National Elevator Industry Inc. standards.
- Leveling 1/8" tolerance cannot be guaranteed. ½" is ASME A17.1 code requirement. ¼" is attainable.
- Hoistway must be conditioned to maintain an air temperature between 40 - 90° Fahrenheit.
- Machine Room must be conditioned to maintain an air temperature between 55 - 90° Fahrenheit.
- Relative humidity not to exceed 85% in either the hoistway or machine room.
- MEI quote does not contain spare parts.

NOTES:

Value Added

73% of this elevator package will be manufactured in the USA. Listed below are the non-domestic items. Please note: items marked with an asterisk (*) may be available from a domestic manufacturer upon request. Please contact MEI for additional information.
- Submersible Power Unit Motor; Guide Rail;
- Submersible Power Unit Pump*; Victaulic Couplings*; Hydraulic Jack*; Fasteners*; Door Protection

*~General
A 24" x 84" stretcher will not fit in this elevator. A local code variance may be required.

Entrance

Fascia is not included in this quote, car door interlocks are included. If fascia is required to meet local code, please contact MEI.

This quote includes entrances designed with grouted sill support angles, the sill support angles are not included because they are raw steel. If groutless sill support angles are preferred, please let your salesperson know. Cost add to go groutless is $1,836.

Power Unit

Actual elevator speed is estimated at 93 fpm. Based on the hydraulic components available, MEI can not guarantee less than 10% variation from the contract speed. This is the typical industry standard.

Wire - Fixture

Shielded pairs have been provided in the traveler cable for the card reader. The actual card reader and all associated remote wiring will be by others.

Engineering

All cab components are painted with a durable powder coat finish (approx 3 mil). For optimal adhesion and performance, cab components are first cleaned in a 5-stage automated wash system. Platforms and remaining hoistway equipment also receives a powder coating (approx 3 mil). All materials will receive 1 coat of powder paint.

Additional Notes

NOTATION: Spec section 2.02.A.11 & 2.02.A.12 - MEI is bidding the largest platform and inside clear the existing hoistway can accommodate not what is specified

NOTATION: Spec section 3.03.F - MEI is installing the guide rails with sloted rail brackets vs. the specified metal shims

NOTATION: Spec section 2.05.G - MEI is not bidding the specified weatherstripping because this would void their UL entrance labeling

Tariffs

If tariffs are not applicable at time of shipment, the tariff value will be deducted from our package price. Please note that scope changes and/or any additional tariffs in effect at the time of shipment may affect the overall tariff value returned.

OHIO FARMERS INSURANCE COMPANY

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

Conforms to Document A310™ - 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Minnesota Elevator, Inc.
4504 Grand Avenue #5
Duluth, MN 55807

SURETY:
(Name, legal status and principal place of business)
OHIO FARMERS INSURANCE COMPANY
1 Park Circle, PO Box 5001
Westfield Center, OH 44251-5001

OWNER:
(Name, legal status and address)
Duluth Public Schools, ISD #709
709 Portia Johnson Drive
Duluth, 55802

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

PROJECT:
(Name, location or address, and Project number, if any)
Duluth Public Schools ISD 709 Education Center

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

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

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

Signed and sealed this 5th day of August, 2025.

Sarah Eastland
(Witness)

Minnesota Elevator, Inc.
(Principal) *(Seal)*
By: Matt LaFlamme
Matt LaFlamme Account Manager

OHIO FARMERS INSURANCE COMPANY
(Surety)
By: Lynn Dvergsten
Lynn Dvergsten Attorney-In-Fact

(Witness)

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BD5084 OFWWN (10/2010)

General
Power
of Attorney

CERTIFIED COPY

POWER NO. **2263422 04**

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

CHRISTINE SCOTT, JOHN KLEIN, STEVE KLEIN, KARLA HUNT, RITA CARLSON, KERRI HATTON-RUDNIK, LYNN DVERGSTEN, CHASE STONEBACK, STEWART YOO, CHRIS HOVDEN, JON LUCAS, DANIELLE HERNANDEZ, JOINTLY OR SEVERALLY

of **MINNEAPOLIS** and State of **MN** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit,** and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

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

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

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

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **25th** day of **FEBRUARY** A.D., **2025** .

Corporate Seals Affixed

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

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

State of Ohio
County of Medina ss.:

On this **25th** day of **FEBRUARY** A.D., **2025** , before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH;** that he is **National Surety Leader** and **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

State of Ohio
County of Medina ss.:

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 5th day of August A.D., 2025 .

Frank A. Carrino, *Secretary*

STATE OF MINNESOTA

On this 5th **day of** August, 2025, **before me appeared** Lynn Dvergsten **to me personally known, who, being duly sworn, did say that he or she is the** Attorney-In-Fact **of** Ohio Farmers Insurance Company, **that the seal affixed to the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said acknowledged said instrument to be the free act and deed of said corporation.**

Amy Lindquist

notary public

AMY LYNN LINDQUIST
Notary Public
Minnesota
My Commission Expires Jan. 31, 2030

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

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

BID FROM: FirePro Sprinkler Specialists Inc.
5501 Miller Trunk Hwy
Hermantown, MN 55811

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** #11 Fire Suppression
   The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

$ONE HUNDRED EIGHTY NINE THOUSAND AND FOUR HUNDRED $189,400.00

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

$_____ $

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

$_____ $

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

$_____ $

5. **Work Scope** N/A

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

$_____ $ —

6. **COMBINED WORK SCOPE BID**

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

N/A

for the Combined Base Bid Sum of:

_____ $ —

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/C $ —

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/C $ —

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ Eight Thousand Six Hundred $ 8,600.00

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/C $ —

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/C $ —

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/C $ —

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/C $ —

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ N/C $ —

ALLOWANCES
Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

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

Addenda No. 1 Dated July 25 2025 Addenda No. 3 Dated July 31 2025

Addenda No. 2 Dated July 29 2025 Addenda No. 4 Dated Aug 4 2025

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

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

Fire Pro Sprinkler Specialists Inc.

Street Address: 5501 Miller Trunk Hwy

City: Hermantown State: MN Zip: 55811

Phone Number: (218) 343-2006 Fax Number: _____

Name (typed or printed): CRAIG JOHNSON

Signature: _____

Title: Project Manager

Date: 08/06/2025

END OF SECTION 00 4113

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
FirePro Sprinkler Specialists Inc.

5501 Miller Trunk Hwy
Hermantown, MN 55811

SURETY:
(Name, legal status and principal place of business) Merchants National Bonding, Inc.
PO Box 14498
Des Moines, IA 50306-3498

OWNER:
(Name, legal status and address)
ISD #709 - Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811

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

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

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

PROJECT:
(Name, location or address, and Project number, if any)
Duluth Public Schools ISD 709 Education Center; 02 Fire Suppression Sprinkler Installation
Duluth, MN

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

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

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

Signed and sealed this 6th day of August, 2025

FirePro Sprinkler Specialists Inc.
(Principal) CRAIG JOHNSON *(Seal)*
PROJECT MANAGER
(Title)

(Witness)

Merchants National Bonding, Inc.
(Surety) Nicholas L Newton *(Seal)*
(Witness) Lin Ulven
(Title) Nicholas L. Newton
Attorney-in-Fact

MERCHANTS NATIONAL BONDING INCORPORATED -o- 2003 INC.

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

Init.

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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 _____

ss

COUNTY OF _____

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

_____ to me known, who being by me duly sworn, did say that he/she is the _____ of the _____, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he/she signed his/her name thereto by like order

_____

(Notary Seal)

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA

ss

COUNTY OF RAMSEY

On the 6th day of August, 2025, before me personally appeared Nicholas L. Newton to me known, who being duly sworn, did say that he/she is the aforesaid officer or attorney-in-fact of the Merchants National Bonding, Inc. a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.



_____

(Notary Seal)

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Barb Olson; Lin Ulven; Lisa M Eubanks; Nicholas L Newton

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

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of June , 2025

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

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

By Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of June 2025 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 6th day of August , 2025

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

Secretary

POA 0018 (5/25)

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

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

BID FROM: Summit Fire Protection
4619 Airpark Blvd.
Duluth, Mn. 55811

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** #11 - Fire Suppression
   The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

$ Two Hundred Seventy-Nine Thousand, Six Hundred | $ 279,600.00

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

$ _____ | $

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

$ _____ | $

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

$ _____ | $

5. **Work Scope** _____

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

$_____ $

6. **COMBINED WORK SCOPE BID**

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

—

_____

for the Combined Base Bid Sum of:

_____ $ —

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ — $

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ — $

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ — $ 0.00

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ — $

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ — $

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ — $

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ — $

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ — $

ALLOWANCES
Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

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

Addenda No. #1 Dated 7/25/2025 Addenda No. 3 Dated 7/31/2025

Addenda No. 2 Dated 7/29/2025 Addenda No. 4 Dated 8/4/2025

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

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

Street Address: 4619 Arrpark Blvd.

City: Duluth State: Mn Zip: 55811

Phone Number: 218-740-4412 Fax Number: 218-740-4413

Name (typed or printed): Kenneth C. Schlais

Signature: Kenneth C. Schlais

Title: Manager.

Date: 8/6/2025

END OF SECTION 00 4113

AIA Document A310™ – 2010

Bond No. AB0001974

Bid Bond

CONTRACTOR:
Name, legal status and address)
Summit Fire Protection Co.
4619 Airpark Boulevard

Duluth, MN 55811

SURETY:
(Name, legal status and principal place of business)
Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 80

Plymouth, MN 55441

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

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

OWNER:
(Name, legal status and address)
ISD#709-Duluth Public Schools

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

PROJECT: DNT Building Renovation
Scope: Fire protection
(Name, location or address, and Project number, if any)

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

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

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

Signed and sealed this 6th day of August, 2025

Summit Fire Protection Co.
(Principal) *(Seal)*

(Witness)

(Title)

Atlantic Specialty Insurance Company
(Surety) *(Seal)*

(Witness)

(Title) Attorney-in-Fact Troy Staples

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

Init.

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ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
)
County of _____)

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

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
)
County of _____)

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

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of _____)
)
County of _____)

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

_____
Notary Public

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
)
County of Dakota)

On this 6th day of August, in the year 2025, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of Atlantic Specialty Insurance Company with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Atlantic Specialty Insurance Company company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.

LINDSAY ANN HILDERBRAND
Notary Public
Minnesota
My Commission Expires Jan. 31, 2030

_____
Notary Public

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Jennifer Boyles, Nicholas Hochban, Thomas Kemp, Thomas Lahl, Troy Staples, Zachary Pate,** each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON D. NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2030

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 6th day of August, 2025.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2030

_____
Kara L.B. Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

SUMMIT
FIRE PROTECTION

Proposal and Contract

Summit Companies ("Summit") makes the following proposal (the "Proposal"):

Date: August 6, 2025

To: Duluth Public Schools, ISD 709
709 Portia Johnson Drive
Duluth, MN 55811

Attention: ISD 709 School District

Regarding: Fire Protection Proposal
Project Name: Duluth News Tribune Building Renovations
Address: Duluth, MN

Summit Companies is pleased to submit the following Proposal for your consideration.

SCOPE OF WORK

Base Bid - Labor and Material to Modify the existing Wet Fire Sprinkler systems to provide coverage to the renovated 4 story, 72,000 sq. ft, Duluth News Tribune Renovations project, Duluth MN, as shown on Drawings and specifications dated 7/8/2025. Summit Fire will perform the following scope of work:

- Labor and Material to Modify the existing Wet Fire Sprinkler systems to provide coverage to the renovated 4 story, 72,000 sq. ft, Duluth News Tribune Renovations project, Duluth MN, as shown on Drawings dated 7/8/2025.
- Install a new 6" Fire sprinkler assembly, complete with Backflow preventer, Control Valves, Drain Valves, Tamper and Flow switches, for control of the modified Sprinkler systems, supplied by the existing 6" Water main.
- Summit Fire will Modify the existing Wet Fire sprinkler system to protect Basement, 1st Floor, 2nd floor, and 3rd floor spaces. All existing Pendant heads & drops on 1st, 2nd, and 3rd floor shall be removed and plugged at the start of the project. The existing piping shall remain installed as high as possible. Summit shall modify the existing sprinkler Mains and Lines as needed to provide complete protection to the renovated spaces on 1st and 2nd floor. We will add (434) new Quick Response Pendant heads on 'Flex-drops' for proper protection of the renovated spaces.
- For the Basement and 3rd floor spaces, Summit will replace (240) existing Uprights with new 'Quick Response' heads in the original location. The existing systems shall be modified for protection of the renovated spaces, as required.
- Summit Fire will remove ALL existing ¾" sprinkler branch lines installed in the facility, and replace with new 1" sprinkler pipe, as directed in specifications.
- The existing Dry system on 3rd floor shall remain. The existing Pre-action system on 3rd floor shall be removed, and the existing 3" Fire riser relocated, as directed.
- All pipe and sprinkler head locations shall be approved by the Architect and Owner prior to installation. All heads to be coordinated with the new lighting and HVAC equipment, as required.
- Summit shall provide a Complete Fire sprinkler system Shop drawing, Hydraulic Calculations, and a Fire permit, as required by the City of Duluth, and the State of Minnesota Fire Marshal.
- The systems shall meet all Design, Material, and Installation requirements of N.F.P.A. 13 (2016), State of Minnesota, and the Authority Having Jurisdiction.

We propose to perform the above work for the sum of: Two Hundred Seventy-Nine Thousand, Six Hundred Dollars $279,600.00

Site visit - YES ☒ NO ☐

SUMMIT COMPANIES PROPOSAL AND CONTRACT GENERAL CONDITIONS

These General Conditions are attached to and made a part of the Summit Proposal and Coutract to which they are attacbed (collectively, the "Contract") as if fully set forth on the front page of the Coutract. As used in these General Conditions, "Summit," "Owner," "Project," and "Contract Price" shall have the saine meanings as those terms have in the Contract.

1. Payment. Owner agrees to pay the Contract Price for the Project if and wben required in the Contract. If Owner fails to pay the Contract Price, or any installment thereof, within ten (10) days after the date the same is due and payable, Owner shall automatically be assessed and shall pay a late charge equivalent to three percent (3%) of the amount of such late payment, together with interest on such late payment at the lower of the maximum rate allowed by applicable law or the rate of eighteen percent (18%) per annum.
2. Cbanges. Except for substitutions, as described below in this paragraph, any alteration or modification to the Project must be documented and approved by Summit aud Owner by a written change order signed by Summit and Owner. Summit reserves tbe right to require Owner to pay for all change order items (labor, equipment and any other materials) at the time of signing the change order. In the event of discontinuations, changes or the unavailability of specific equipment or materials described in the Specifications, Summit will have the right to substitute equipment and materials with substantially similar quality and features; provided, however, that if the replacement items are more expensive, then Summit shall notify Owner and Owner may elect wbether to pay the additional expense (as an increase to the Contract Price) or to modify the Proposal to include less expensive items, if available, that would not increase the Contract Price.
3. Limited Warranty. All materials and labor supplied by Summit will be warrauted for one (1) year from the date of completiou of the Project. Upon request, Summit will supply a signed warranty letter to Owner, which states the completiou date of the Project and the warranty termination date. Certain equipment may include manufacturer's warranties. Summit provides no additional warranty on such equipment. Owner shall have the right to seek enforcement of auy such mauufacturer's warranty. Summit shall have no obligation to seek enforcement of any such manufacturer's warranty against the manufacturer. Any labor or other services requested by Owner of Summit in connection with Summit's warranty after the one (1) year warranty termination date shall be paid by Owner to Summit based on Summit's standard fees and charges at the time. No other express or implied warranties are made by Summit. Summit's warranty shall not apply with respect to misuse, abuse or any use that is not in conformity with all applicable specifications and instructions. Except as specifically set forth in this Coutract, Summit, and/or its agents and representatives makes no warranty or representation, express or inplied, with respect to use, construction standards, workmanship, materials, merchantability or fitness for a particular purpose.
4. Taxes. Any taxes or otber governmental charges related to the Project shall be paid by Owner to Summit aud shall be in addition to the Contract Price. In addition, if any fees or permits (such as one or more building permits) are required in connection with the Project, Owner shall secure and pay for any such fees and permits, tbe cost of which shall be in addition to the Contract Price

5. Unavoidable Delays. To the extent any time period for performance by Summit applies, Summit shall not be responsible for any delays due to federal, state or municipal actions or regulations, strikes or other labor shortages, equipment or other materials delays or shortages, acts or omissions of Owner, or any other events or causes beyond the control of Summit.

6. Access. Owner shall allow Summit to have reasonable access to the job site to allow the completion of the Project ou the dates and at the times requested by Summit personuel.

7. Risk of Loss. Risk of loss shall pass to Owner at the time the equipment and other materials that are part of the Project are delivered to the job site. This means that, for example, in the event of damage or destruction due to casualty, or in the event of theft, Owner shall be responsible for payment for such equipment and materials even if the Project has not been completed. Title to the equipment and other materials shall be held by Summit until payment in full of the Contract Price, at which time title shall pass to Owner. Summit shall have the right to remove the equipment and other materials that are a part of the Project if payment of the full Contract Price is not made by Owuer immediately upon completion of the Project. That right shall be in additiou to, and not in limitation of, Summit other rights and remedies.

8. MECHANIC LIEN NOTICE. YOU ARE ENTITLED UNDER MINNESOTA LAW TO THE FOLLOWING NOTICE:
   (a) Any person or company supplying labor or material for this improvement to your property may file a lien against your property if that person or company is not paid for their contributions.

   (b) under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvements directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvements unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice."

9 Limitation of Liability and Remedies. The Project is not an insurance policy or a substitute for an insurance policy. Owuer expressly waives any right to make any claim in excess of that amount. Further, Owner waives any right to any claims for punitive, exemplary or consequential damages. Owner shall provide Summit witb reasonable notice of any claim and a reasonable opportunity to cure the alleged breach or default. Owner shall indemnify, defend and bold Summit harmless from and against claims, actions, costs and expenses, including reasonable legal fees and costs, arising out of any injury, death or damage occurriug on or about the job site unless caused by the gross negligence or willful misconduct of Owner.

10. Owner's Failure to Pay. If Owner fails to pay any amount due to Summit as and when required, Summit shall have the right, but not the obligation, to immediately stop work on the Project and Summit may pursue any and all available remedies, including the right to place a lien against tbe Project site. In addition, Owner shall be obligated to reimburse Summit for reasonable legal fees and costs incurred by Summit in the enforcement of this Contract.

11. Binding Arbitration Agreement. Except as otherwise set forth in Section 10 above, in the event of any dispute between Owner and Summit, whether during the performance of the work and services contemplated under this Contract or after, Owner and Summit agree to negotiate in good faith towards the resolution of the dispute. If Owner and Summit are unable to resolve the dispute within twenty (20) days after the date tbe dispute arises, then Owner and Summit agree to resolve the dispute through binding arbitration. All disputes arising out of or relating to this Contract including, without limitation, claims relating to the formation, performance or interpretation of this Contract, and claims of negligence, breach of contract and breach of warranty, which are not resolved either through direct negotiation as provided above, shall be resolved by binding arbitration under the Constructiou Industry Arbitration Rules of the Americau Arbitration Association then in effect. This arbitration agreement will be governed by the Federal Arbitration Act and the Minnesota Uniform Arbitration Act. Arbitration will be commenced by written demand for arbitration filed with the American Arbitration Association and the notice of filiug, together with a copy of the written demand for arbitration, be provided to the other party in accordauce with the notice provisions of this Contract. However, no arbitration or legal action will be commenced following expiration of the application statute of limitations or repose. Judgment on the arbitration award will be confirmed in any court with jurisdiction. Owner and Summit agree that any subcontractor, material supplier, or sub-subcontractor may be made a party to the arbitration proceeding. Venue for the arbitration will be Ramsey County, Minnesota. Summit expressly reserves all mechauics lien rights under Chapter 514 of the Minnesota Statutes and may take such other legal action as is needed to perfect such rights. The provisions contained in this paragraph will survive tbe completiou of construction and termination of this Contract. Tbe Tribal Council must approve any Immunity Waiver for Owner. Section 11 shall be omitted unless granted approval by Council

12. Miscellaneous. The headings used herein are for convenience only and are not to be used in interpreting this Contract. This Contract shall be construed, enforced and interpreted under the laws of the State of Minnesota. This Contract may not be modified, amended or changed orally, but only by an agreement in writing signed by the parties hereto. Neither party shall be deemed to have waived any rights under this Contract unless such waiver is given in writing and signed by such party. If any provision of this Contract is invalid or unenforceable, such provision shall be deemed to be modified to be within the limits of enforceability or validity, if feasible; bowever, if the offending provision cannot be so modified, it shall be stricken and all other provisious of this Contract in all other respects shall remain valid and enforceable. This Contract is not assignable by Owner. This Contract is the entire agreement betweeu the parties regarding the subject matter of this Contract; any prior or simultaneous oral or writteu agreement regarding the subject matter hereof is superseded by this Contract.

EXCLUSIONS

- Underground water supply, Painting of Pipe and patching, Overtime or after hours labor.
- Electrical wiring (tamper switches, flow switches, horn/strobes, alarm, alarm panel, etc.).
- Fire alarm system or audible alarms, Central monitoring of sprinkler system(s), Power
- Protection of any un-heated spaces, or coverage of combustible concealed spaces.
- Fire Pump, Jockey Pump, or any water boosting equipment.

Completion of the Project: Summit offers to provide to Owner the equipment, supplies and materials, as well as the design and installation services and labor to complete the Project, as described in the Specifications. This Proposal shall be null and void, at Summit's option, if Summit does not receive a signed acceptance of this Proposal by Owner by noon on 11/8/2025. Summit reserves the right to adjust all prices based on the cost of materials at the time this Proposal is accepted by Owner, due to the volatility in the steel market. In order to guarantee pricing, Owner may be required to pay for materials at the time of acceptance of this Proposal.

General Conditions: The General Conditions attached to this Proposal are a part of this Proposal. Upon acceptance of this Proposal by Owner, the General Conditions will be a part of the contract between Summit and Owner.

Parties: Summit Companies is a d/b/a of Summit Fire Protection, a Minnesota corporation.

SUMMIT FIRE PROTECTION:

By: *Kenneth C. Schlais*
Signature

Kenneth C. Schlais
Print Name

Manager / Sales / Design
Office:(218)-740-4412 c:218-522-0493

OWNER ACCEPTANCE OF PROPOSAL

Summit's Proposal is hereby accepted and agreed to by Owner. Owner acknowledges that Owner received and read the Proposal and the attached General Conditions. Upon acceptance by Owner, this Proposal, along with the attached General Conditions, will be a binding contract between Summit and Owner.

OWNER:

By: _____
Signature

_____
Print Name

_____
Date

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

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

A.G. O'Brien Plumbing and Heating

4907 Lightning Dr Duluth, MN 55811

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 12 - Mechanical
   The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

$ Three million seven hundred twenty four thousand thirty four | $ 3,724,034.00

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

$ _____ | $

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

$ _____ | $

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

$ _____ | $

5. **Work Scope** _____

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

$_____ $

6. **COMBINED WORK SCOPE BID**

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

_____

for the Combined Base Bid Sum of:

_____ $

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ NO CHANGE $ 0

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ NO CHANGE $ 0

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ NO CHANGE $ 0

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ ADD FORTY EIGHT THOUSAND FOUR HUNDRED THIRTY FOUR $ 48,434.00

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ NO CHANGE $ 0

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ NO CHANGE $ 0

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ NO CHANGE $ 0

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ ADD Forty seven thousand Seven hundred ninety $ 47,790

ALLOWANCES
Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

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

Addenda No. 1 Dated 7/28/2025 Addenda No. 2 Dated 7/30/2025

Addenda No. 3 Dated 8/1/2025 Addenda No. 4 Dated 8/5/2025

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

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

Street Address: 4907 Lightning Drive

City: Duluth State: MN Zip: 55811

Phone Number: 218 729 9662 Fax Number: 218 729 9774

Name (typed or printed): Chris Adatte

Signature:

Title: Company Officer

Date: 8/5/2025

END OF SECTION 00 4113

BID BOND

Travelers Casualty and Surety Company of America
Hartford, CT 06183

CONTRACTOR:
(Name, legal status and address)
A.G. O'Brien Plumbing & Heating Co Inc
4907 Lightning Dr.
Hermantown, MN 55811

SURETY:
(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:
(Name, legal status and address)
ISD 709- Duluth Public Schools
719 Portia Johnson Dr
Duluth, MN 55802

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

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

Duluth Public Schools ISD 709 Education Center
DNT Building Renovation

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

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

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

Signed and sealed this 31st day of July, 2025.

(Witness)

(Principal) (Seal)

Owner

(Title)

(Witness)

(Surety) (Seal)

Managing Director

(Title)

(INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT)

STATE OF _____)
ss
COUNTY OF_____)

On the _____ day of _____, 20_____, before me, a Notary Public within and for said county, 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 __h____free act and deed.

_____
Notary Public,_____
County,_____
(Notarial Seal) My commission expires _____

CORPORATE ACKNOWLEDGMENT

STATE OF MN)
ss.
COUNTY OF St Louis)

On the 31st day of July 2025, before me personally appeared Christopher Adatte to me known, who being by me duly sworn, did depose and say: that __he resides in St Louis County that __he is the _____President of the AG O'Brien Plumbing and Heating Co the corporation described in and which executed the foregoing instrument; that __he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that __he/she signed his/her name thereto by like order.

EMILY WARNER
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan 31, 2027
(Notarial Seal)

Emily Warner
Notary Public, St Louis
County MN
My commission expires Jan 31 2027

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MN)
ss.
COUNTY OF St. Louis)

On this 31 day of July, 2025, before me appeared Benjamin Wascha to me personally known, who being by me duly sworn, did say that __he__ is the aforesaid officer or attorney in fact of the UNITED FIRE & CASUALTY 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.

JOHN C. ACHESON
NOTARY PUBLIC - MINNESOTA
My Comm. Exp. Jan. 31, 2026
(Notarial Seal)

Notary Public, St. Louis
County, MN
My Commission expires ~~12/31~~ 01/31/2026

BOND0004 0100

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 **BENJAMIN P WASCHE** of **DULUTH** , **Minnesota** , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

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

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

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

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

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

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

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

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

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

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

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

Dated this day of

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:
Duluth Public Schools, ISD 709
709 Portia Johnson Drive
Duluth, MN 55811
BID FROM: The Jamar Company

4701 Mike Colalillo Drive

Duluth, MN 55807

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 12 - Mechanical
   The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

$ Four million eighteen thousand one hundred | $4,018,100

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

$ _____ | $

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

$ _____ | $

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

$ _____ | $

5. **Work Scope** _____

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

$_____ $

6. **COMBINED WORK SCOPE BID**

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

_____

for the Combined Base Bid Sum of:

_____ $

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ Add three thousand four hundred dollars $ 3,400.00

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ Add forty two thousand four hundred forty five $ + 42,445

ALLOWANCES
Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

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

Addenda No. 1 Dated July 25, 2025 Addenda No. 2 Dated July 29, 2025

Addenda No. 3 Dated July 31, 2025 Addenda No. 4 Dated August 4, 2025

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

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

Street Address: 4701 Mike Colalillo Drive

City: Duluth State: MN Zip: 55807

Phone Number: (218) 628-1027 Fax Number: (218) 628-1174

Name (typed or printed): The Jamar Company

Signature: _____

Title: Department Manager - Commercial Plumbing & HVAC

Date: August 6, 2025

END OF SECTION 00 4113

THE JAMAR COMPANY | 4701 MIKE COLALILLO DR. | DULUTH, MN 55807-2762 | PH 218.628.1027 | FX 218.628.1174

August 6, 2025

ISD 709
709 Portia Johnson Drive
Duluth, MN 55811

Attention: Jason Filipek, ICS

Proposal: 24-H-0249

Subject: Duluth Public Schools ISD 709 Education Center – Work Scope 12
Mechanical
Firm Price

Jason Filipek,

We are pleased to submit our proposal for your review and consideration. This proposal includes the supply of supervision, labor, tools and equipment to complete the work scope of the subject project.

Proposal Contents:

- Technical Response
- Commercial Clarifications

Please do not hesitate to contact us with any questions or if you require any clarifications.

Best Regards,
THE JAMAR COMPANY

Kyler Kinn

Kyler Kinn
Department Manager – Commercial Plumbing & HVAC
P: 218-348-8535 – kyler.kinn@jamarcompany.us

Technical Response – 24-H-0249 – Duluth Public Schools ISD 709 Education Center – Work Scope 12 Mechanical

Our proposal pricing is for the scope and schedule included in the referenced request for proposal. It is based on owner / customers' acceptance of the technical and commercial clarifications included in this proposal. Should any of these conditions change, including the schedule and award date, we reserve the right to revise the price accordingly. Pricing for additional goods and services can be supplied upon request.

Please see bid form for our pricing and alternates.

Clarifications:

1) Our proposal is based on a contract award on or before August 20, 2025.
2) Our proposal is based on our forces working a single shift 5/8s schedule, Monday through Friday, excluding Saturdays, Sundays and Holidays.
3) Our proposal is based on a construction schedule within the terms and conditions of the request for proposal.
4) Our proposal is based on **furnishing** the following per the drawings and specifications:
    a. Mechanical and plumbing demolition
    b. Duct cleaning of existing ductwork as noted
    c. Provide and install mechanical equipment and accessories
    d. Provide and install roof curbs for mechanical equipment
    e. Provide and install complete ductwork system, grilles, registers, diffusers, louvers, dampers, and accessories
    f. Provide and install fire dampers
    g. Provide and install mechanical piping, including steam, hydronic, and refrigeration, and associated accessories
    h. Provide and install intake and exhaust for generator
    i. Provide and install condensate drains for mechanical/plumbing equipment, as required
    j. Provide and install intake and exhaust venting for mechanical/plumbing equipment, as required
    k. Provide and install plumbing equipment and accessories
    l. Provide and install drain, waste, and vent system
    m. Provide and install acid waste system
    n. Provide and install storm water system
    o. Provide and install domestic water system
    p. Provide and install natural gas system
    q. Provide and install plumbing fixtures, including code required plumbing fixture caulking
    r. Tie plumbing systems into existing utility services
    s. Concrete cutting and backpatching for underground plumbing
    t. Schneider Electric DDC temperature controls by Uhl
    u. Insulation for piping and ductwork, as required by code
    v. Firestopping of mechanical/plumbing penetrations, as required
    w. Crane and operator

x. Manlifts for Jamar scope of work
y. Certified testing and balancing
z. Local plumbing and HVAC permits
aa. Commissioning assistance
bb. Check / test and startup of Jamar-furnished and installed equipment
cc. 1-year warranty on all Jamar work
dd. Owners training on all Jamar-furnished and installed equipment
ee. O&M manuals

5) Our proposal is based on the following assumptions:

a. Emergency eye wash and lab sinks will be roughed in only, fixtures to be installed at a later time outside of this project.
b. Freight elevator will be available for use throughout the project.
c. Any existing systems to remain will be in good working order, are adequate for connection to, slope and elevations meets the requirements of the new systems, and nothing is included for repairing or testing existing systems
d. All soils are reusable and compactable in their present condition. We have made no allowance for removal / replacement of soils, rock excavation or replacement, frost removal, dewatering or dig holes / sumps / rock to facilitate dewatering.
e. We have assumed sufficient space exists to install all equipment, ductwork and piping included in this proposal and have made no allowances for any additional floor or wall framing work which may be required for our work scope.
f. There will be no phased or early occupancy during construction.
g. As our installation and budget are based on the sequencing and timely installation of the mechanical system components, Jamar requests to be involved in all pre-schedule and post schedule project meetings and discussions.
h. The design in its current state is constructible, has been clash detected, and the model will be made available to us for construction purposes at no charge.

6) Our proposal is based on the **owner / customer furnishing** the following:

a. Constant and uninterrupted construction utilities (air, water and electrical) for the duration of the work.
b. All materials required for the completion of the work, unless specified above.

7) Our proposal is based on **excluding** the following:

8) Payment or performance bonds (can provide cost upon request)
a. Roof drains
b. Grease traps
c. Patching of existing floor openings
d. Demo of any existing ductwork in the basement that is not shown on the drawings
e. Laboratory equipment, including gas valves, fume hoods, sinks, or other components
f. Removal or replacement of large triangle louver
g. Provide or install generator
h. Identification, removal or disposal of any hazardous materials (lead paint, asbestos or other)
i. Testing or treatment of water/glycol systems
j. Dedicated full time field safety coordinator

k. Any costs or expenses associated with "winter conditions" including but not limited to labor, heat, fuel, tenting, equipment, materials, admixtures, chemicals, those associated with forming, excavating, backfilling, compacting, testing, dewatering, reinforcement bar, concrete placing, grouting or any other ancillary work is excluded, unless specifically identified in this proposal letter. Winter weather conditions contain undefinable variables which make the estimation of cost and risk management inequitable to both parties. Any work required to be performed from October 1 through March 31 may be considered winter weather performance. Should the ambient temperature fall below 35˚F, the aforementioned additional tasks / components required to complete the scopes of work will be performed on a time and materials basis only to ensure protection of both parties.
l. Engineering or design of mechanical systems including state plumbing and HVAC plan review fees
m. Any other mechanical or plumbing work not listed above
n. Allowances for flashing, counter flashing, weather seal, weather caulking, tub / shower stall or shower door caulking unless specifically noted otherwise above
o. Any demolition other than cap and make safe unless specifically listed above
p. Any structural openings or holes over 6" in diameter, support steel, miscellaneous steel, reinforcement purlins, beams, angles, framing, backing, lintels, etc. which may be needed to support equipment, wall/roof penetrations or mechanical systems including any welding required to be done on structural members
q. Lagging of insulation on ductwork
r. Electrical work including wiring, disconnects, starters or VFDs
s. Fire protection, sprinklers or alarms
t. Drain tile, radon piping, vent sumps or pumps unless specifically listed above
u. Water / sewer connection charges or fees including CAF, SAC or WAC fees
v. Final grading and compaction after plumbing and pipe installation
w. Utilities 5' from building's edge and beyond *(by others)*
x. Dumpsters *(by others)*
y. General construction work i.e. equipment pads, patching, painting, roofing, structural, ceilings, dust containment, etc.
z. Temporary construction services including heat, water, utilities or auxiliary support services *(i.e. washroom facilities, locker rooms, medical or lunch programs)*

Commercial Clarifications – 24-H-0249 – Duluth Public Schools ISD 709 Education Center – Work Scope 12 Mechanical

1) Our proposal is based upon the plans, specifications and scope as prepared by Miller Architects, Design Tree, and MBJ date May 21, 2025 (mechanical) and July 8, 2025 (plumbing) as well as the following addenda:
   - Addendum 1 dated July 25, 2025
   - Addendum 2 dated July 29, 2025
   - Addendum 3 dated July 31, 2025
   - Addendum 4 dated August 4, 2025

   A signed authorization to proceed must be provided prior to the performance of any additional work and prior to a change in project scope or schedule. Additional work performed due to changes in the work or out-of-scope tasks may be performed on a time and materials or firm lump sum basis at the owner / customer's option.
2) The price stated in this proposal is based on "Material Prices" (including fabrication, labor, erection, tariffs and freight rates) provided by third parties to the Contractor as of the date of Contractor's cost proposal.
3) If, prior to the purchase of the material or completion of Contractor's work, any of the Material Prices are increased by more than three (3) percent, the Contract price shall be adjusted to reflect the increased costs incurred by the Contractor.
4) If, after the execution of this Contract, any new or increased tariffs, duties, trade restrictions, or other government-imposed fees ("Tariffs") are enacted, modified, or applied in a manner that affects the cost of materials necessary for the Work by more than three (3) percent, the Contract price shall be adjusted to reflect the increased costs incurred by the Contractor.
5) Before applying any price adjustment, the Contractor shall use commercially reasonable efforts to mitigate cost increases by:
   - Seeking alternative suppliers or materials that comply with project specifications and are not subject to the increase.
   - Proposing material substitutions that are of equal or superior quality and performance, subject to Owner approval.
6) The Contractor shall provide the Owner with written notice of any cost increase within fourteen (14) days of becoming aware of such increase. This notice shall include:
   - Documentation from suppliers, manufacturers, or vendors evidencing the increased material costs directly attributable to the increase.
   - A revised cost breakdown that reflects the impact of the cost increase on the Work.
   - A proposed adjustment to the Contract price to account for such increased costs.
7) Upon receipt of the notice and documentation, the Owner shall, within fourteen (14) days, review and either approve or reasonably dispute the proposed adjustment. If approved, the price shall be modified accordingly through a formal change order. If disputed, the parties shall engage in good-faith negotiations to resolve the matter. If Owner does not accept the adjusted fee, then, at Contractor's sole option, this Agreement shall be void and unenforceable. In such event, Contractor shall be paid for all Work underway and completed up to the date of termination.

8) The contract schedule does not contain contingent timing for Tariff and/or customs related delays. If there are any delays caused by Tariffs, customs policies or Presidential Executive Orders then Contractor shall be entitled to a change order for schedule extension.
9) Our proposal is based on working under the terms of the applicable local collective bargaining agreement(s).
10) Our proposal includes sales tax.
11) Our proposal is based on reaching an equitable contract agreement with ISD 709. Please incorporate our proposal into the terms of all purchase orders or contracts.

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
The Jamar Company

4701 Mike Colalillo Dr.
Duluth, MN 55807

SURETY:
(Name, legal status and principal place of business)
Pacific Indemnity Company
202B Hall's Mill Road
Whitehouse Station, NJ 08889

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

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

OWNER:
(Name, legal status and address)
Duluth Public Schools, ISD #709
709 Portia Johnson Drive
Duluth, MN 55811

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

PROJECT:
(Name, location or address, and Project number, if any)
Work Scope 12 In connection with Duluth Public Schools ISD 709 Education Center; Duluth, MN

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

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

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

Signed and sealed this **5th** day of **August, 2025**

Tierney Heron
(Witness)

The Jamar Company
(Principal) *(Seal)*

(Title) Controller

Glenn M Engstrum
(Witness) **Sandra M. Engstrum**

Pacific Indemnity Company
(Surety) *(Seal)*

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

Pacific Indemnity Company CORPORATE SEAL 1926 DELAWARE

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 St Louis)

On this 6 day of August, in the year 2025, before me personally appeared Mark Evans, Controller of The Jamar 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.

Christy Urick
Notary Public
Minnesota
My Commission Expires January 31, 2030

Christy Urick, Notary Public

My Commission Expires: 1/31/2030

ACKNOWLEDGEMENT OF SURETY

STATE OF Minnesota)

COUNTY OF Hennepin)

On this 5th day of August, in the year 2025, before me personally come(s) Brian J. Oestreich, Attorney-in-Fact of Pacific Indemnity Company, with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is the Attorney-in-Fact of Pacific Indemnity 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.

SANDRA M ENGSTRUM
NOTARY PUBLIC-MINNESOTA
My Commission Expires
January 31, 2026

Sandra M. Engstrum, Notary Public

My Commission Expires: January 31, 2026

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Delaware corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint : Kristine M. Becks, Melinda C. Blodgett, R. C. Bowman, Joseph Cardinal, Sandra M. Engstrum, R. W. Frank, Ted Jorgensen, Joshua R. Loftis, Ryan-Olivia E. Lundy, Austin Muehlschlegel, Michelle Morrison, Brian J. Oestreich, Sarah Robinson, Nicole Stillings, Nathan Weaver and Colby D. White of Minneapolis, Minnesota----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **9th** day of **April, 2025.**

Rupert HD Swindells, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon ss.

On this **9th** day of **April, 2025** before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Stephen M. Haney, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22,2027

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **August 5, 2025**

Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

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

BID FROM: Shannon's Inc.
1919 Main Avenue
International Falls, MN 56649

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 12 - Mechanical
   The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

$ Four Million Eight Hundred Ninety-One Thousand | $ 4,891,000

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

$ NA | $ NA

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

$ NA | $ NA

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

$ NA | $ NA

5. **Work Scope** NA

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

$ NA $ NA

6. **COMBINED WORK SCOPE BID**

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

NA

for the Combined Base Bid Sum of:

NA $ NA

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ NA $ NA

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ NA $ NA

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ NA $ NA

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

(Add), Deduct, No Change) $ Twelve Thousand Four Hundred $ 12,400

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ NA $ NA

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ NA $ NA

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ NA $ NA

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

(Add), Deduct, No Change) $ Forty-Four Thousand Six Hundred $ 44,600

ALLOWANCES
Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

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

Addenda No. 1 Dated 7/25/2025 Addenda No. 2 Dated 7/29/2025

Addenda No. 3 Dated 7/31/2025 Addenda No. 4 Dated 8/04/2025

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

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

Street Address: 1919 Main Avenue

City: International Falls State: MN Zip: 56649

Phone Number: 218-283-9372 Fax Number: 218-283-2803

Name (typed or printed): David Hebig

Signature: David Hebig

Title: President

Date: 8/05/2025

END OF SECTION 00 4113

UNITED FIRE & CASUALTY COMPANY
118 Second Avenue SE, PO Box 73909
Cedar Rapids, Iowa 52407-3909 319-399-5700
(A Stock Company)

BID BOND

KNOW ALL BY THESE PRESENTS, that we

SHANNONS, INC.

1919 MAIN AVE, INTERNATIONAL FALLS, MN 566493331

as Principal, hereinafter called the Principal, and the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized under the laws of the State of IOWA, as Surety, hereinafter called the Surety, are held and firmly bound unto

ISD 709 - DULUTH PUBLIC SCHOOLS

719 PORTIA JOHNSON DR, DULUTH, MN 55802

as Obligee, hereinafter called the Obligee, in the sum of Five and 00/100 Percent of the Bid Amount

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

WHEREAS, the Principal has submitted a bid for

PROJECT #: BID NUMBER 1340, DULUTH PUBLIC SCHOOLS, ISD 709 EDUCATION CENTER, 424 WEST FIRST STREET, DULUTH, MN 55802

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

Signed and sealed this 30th day of July ,2025 .

SHANNONS, INC.

By _____ (Seal)
(PRINCIPAL)

President
(TITLE)

Julianne M. Bissonnett
(WITNESS)

UNITED FIRE & CASUALTY COMPANY
(SURETY)

By _____
(ATTORNEY-IN-FACT)

(WITNESS)

CONT 0001 0899

(INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT)

STATE OF _____)
ss
COUNTY OF_____)

On the _____ day of _____, 20_____, before me, a Notary Public within and for said county, 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 __h____free act and deed.

_____
Notary Public,_____
County,_____
(Notarial Seal) My commission expires _____

CORPORATE ACKNOWLEDGMENT

STATE OF MN)
COUNTY OF Koochiching) ss.

On the 5th day of August 2025, before me personally appeared David Ottebig
to me known, who being by me duly sworn, did depose and say: that __he resides in Int'l Falls that ___he is the President of the Shannon's Inc.
the corporation described in and which executed the foregoing instrument; that __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.

JULIANNE M. BISSONNETTE
Notary Public
Minnesota
My Commission Expires January 31, 2027

Julianne M. Bissonnette
Notary Public, Julianne M. Bissonnette
County Koochiching
(Notarial Seal) My commission expires 1/31/2027

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF Minnesota)
ss.
COUNTY OF Koochiching)

On this 30th day of July, 2025, before me appeared Sharine K House to me personally known, who being by me duly sworn, did say that _she__ is the aforesaid officer or attorney in fact of the UNITED FIRE & CASUALTY COMPANY a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

_____
Notary Public, MN, Erin Michele Anderson
County, Koochiching
(Notarial Seal) My Commission expires 1-31-2027

ERIN MICHELE ANDERSON
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2027

BOND0004 0100

UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

Bond No.: 00017814
Obligee:
ISD 709 - DULUTH PUBLIC SCHOOLS 719
PORTIA JOHNSON DR DULUTH, MN 55802

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

SHARINE K. HOUSE, TIM A. ANDERSON, KRISTY J. WAGNER-WERNER, ERIN M. ANDERSON, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $40,000,000.00
and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed. The Authority hereby granted shall expire November 28th, 2025 unless sooner revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 30th day of July , 2025

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: Kyanna M Saylor

Vice President

State of Iowa, County of Linn, ss:
On this 30th day of July , 2025 before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Judith A. Jonas
Iowa Notarial Seal
Commission number 173041
My Commission Expires 04/23/2027

Judith A. Jonas

Notary Public
My commission expires: 04/23/2027

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations.
this 30th day of July , 2025 .

By: Mary A Bertsch

Assistant Secretary,
UF&C, UF&I & FPIC

BPOA0053 1217

Inquiries: Surety Department 118 Second Ave SE Cedar Rapids, IA 52401

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:
Duluth Public Schools, ISD 709
709 Portia Johnson Drive
Duluth, MN 55811
BID FROM: Belknap Electric, Inc.

1513 Belknap Street

Superior, WI 54880

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 13 - Electrical
   The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

$ Two Million Six Hundred Sixty-Eight Thousand Three Hundred Eighty-Six | $2,668,386.00

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

$ _____ | $NA

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

$ _____ | $NA

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

$ _____ | $NA

5. **Work Scope** NA

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

$_____ $NA

6. **COMBINED WORK SCOPE BID**

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

NA

for the Combined Base Bid Sum of:

_____ $NA

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $NA

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $NA

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $NA

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $NA

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $NA

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

(Add, (Deduct) No Change) $ Eleven Thousand One Hundred Sixty-Nine $11,169.00

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

(Add, (Deduct) No Change) $ Two Thousand Three Hundred Twenty-Five $2,325.00

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $NA

ALLOWANCES
Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

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

Addenda No. 1 Dated July 25th, 2025 Addenda No. 2 Dated July 29th, 2025

Addenda No. 3 Dated July 31st, 2025 Addenda No. 4 Dated August 4th, 2025

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

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

Street Address: 1513 Belknap Street

City: Superior State: WI Zip: 54880

Phone Number: 715-394-7769 Fax Number: NA

Name (typed or printed): Christopher L. Krook

Signature:

Title: Project Manager

Date: August 6th, 2025

END OF SECTION 00 4113

Bond Number: 2654477

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Belknap Electric, Inc.

1513 Belknap St
Superior, WI 54880-2647

OWNER:
(Name, legal status and address)

ISD 709 - Duluth Public Schools
719 Portia Johnson Dr.
Duluth, MN 55802

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

West Bend Insurance Company
1900 S 18th Ave
West Bend, WI 53095-8796

BOND AMOUNT: $ Five Percent of the Amount Bid

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

Demolition and interior fit out of an existing 72,000 sq. ft. building.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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.

Init.
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User Notes: (1496601206)

Signed and sealed this 6 day of August , 2025

(Witness)

(Witness)

Belknap Electric, Inc.
(Contractor as Principal) (Seal)

(Title) Chris Krook Owner

West Bend Insurance Company
(Surety) (Seal)

(Title) Becky Larson , Attorney-In-Fact

Init.
/

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User Notes:
(1496601206)

WEST BEND®

Bond No. 2654477

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Becky Larson

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars ($30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

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

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary

WEST BEND INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO. WIS.

Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

JULI BENEDUM NOTARY PUBLIC STATE OF WISCONSIN

Juli Benedum
Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 6th day of August, 2025.

WEST BEND INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO. WIS.

Christopher C. Zwygart
Christopher C. Zwygart
Secretary

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:
Duluth Public Schools, ISD 709
709 Portia Johnson Drive
Duluth, MN 55811
BID FROM: Hunt Electric Corporation

4330 W 1st St, St B

Duluth, MN 55807

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 13
   The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

$ TWO MILLION SEVEN HUNDRED TEN THOUSAND SEVEN HUNDRED SEVENTY-SIX DOLLARS $ 2,710,776.00

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

$ _____ $

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

$ _____ $

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

$ _____ $

5. **Work Scope** N.A.

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

$_____ $

6. **COMBINED WORK SCOPE BID**

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

N.A.

for the Combined Base Bid Sum of:

_____ $

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $N.A. $

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $N.A. $

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $N.A. $

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $N.A. $

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $N.A. $

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

(Add, (Deduct), No Change) $84,049 $ 84,049.00

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

(Add, (Deduct) No Change) $4,740 $ 4,740.00

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $N.A. $

ALLOWANCES
Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

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

Addenda No. 1 Dated 7/25/25 Addenda No. 2 Dated 7/29/25

Addenda No. 3 Dated 7/31/25 Addenda No. 4 Dated 8/4/25

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

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

Street Address: 4330 W 1st St., Ste B

City: Duluth State: MN Zip: 55807

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

Name (typed or printed): Max Wyatt

Signature: Max Wyatt

Title: Estimator

Date: 8/6/25

END OF SECTION 00 4113

SECTION 00 4325

PRE-BID SUBSTITUTION REQUEST FORM

PROJECT: **Duluth Public Schools - ISD 709 - DNT Building Renovation**
TO: **Miller Architects and Builders, LLC**
3335 W. St. Germain St. St. Cloud, MN

Construction Project Number: 33231

Date: _____

We hereby submit for your consideration the following pre-bid product instead of the specified item for the above-mentioned project.

Specification Section and Paragraph: _____

Drawings and Details affected: _____

Proposed Substitution/Description: _____

Manufacturer's Name: _____

WHY IS PRE-BID SUBSTITUTION BEING SUBMITTED? (Select 1 of the following):

☐ Pre-Bid Substitution (Prior Approval): Include detailed analysis comparing proposed substitution against specified product including redlined Specification Section showing differences.

☐ Specified product is not available. Explain in detail using attached letter.

☐ Cost savings to Owner. Indicate comparative cost analysis as attachment.

☐ Other. Explain:

EFFECTS OF PROPOSED SUBSTITUTION

Attach complete explanations and technical data, including laboratory test, if applicable. Include complete information changes to Drawings and/or Specification that proposed substitution would require for its proper installation. Fill in blanks below:

		No	Yes
A.	Does substitution affect dimensions shown on Drawings?	☐	☐
B.	Will undersigned pay for changes to building design, including engineering and detailing costs caused by requested substitution?	☐	☐
C.	Does this substitution have an effect on other trades (If so, explain on attachment)	☐	☐
D.	Are there differences between proposed substitution and specified item?	☐	☐
E.	Does the manufacturer guarantee the proposed and specified items are the same? (If not, explain on attachment)	☐	☐

The undersigned states that function, appearance, and quality are equivalent or superior to specified item.

SUBMITTED BY:
(Include name, address, e-mail, telephone, and contract person of manufacturer/supplier of proposed substitution)

_____

_____

_____

_____

Subcontractor's signature and date: _____

Contractor's signature and date: _____

For Architect's use:

- ☐ Accepted
- ☐ Accepted as Noted
- ☐ Not Accepted
- ☐ Received too late
- ☐ Incomplete information
- ☐ No substitutions accepted for this

Reviewed by/date:

Comments:

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Hunt Electric Corporation
4330 West 1st Street, Suite B,
Duluth, MN 55807

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

OWNER:
(Name, legal status and address)
Duluth Public Schools, ISD #709
709 Portia Johnson Drive,
Duluth, MN 55811

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

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

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

PROJECT Duluth Public Schools ISD 709 Education Center, Duluth, Minnesota
(Name, location or address, and Project number, if any)

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

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

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

Signed and sealed this 31st day of July, 2025

(Witness)

(Witness)

Hunt Electric Corporation
(Contractor as Principal) (Seal)

VP of Business Development
(Title)

Western Surety Company
(Surety) (Seal)

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

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User Notes: (1345475917)

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____)

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

_____
Notary Public, _____
County, _____
My Commission Expires _____

(Notarial Seal)

CORPORATE ACKNOWLEDGEMENT

STATE OF Minnesota)
COUNTY OF St Louis)

On this 31st day of July, 20 25, before me personally appeared Jeff Tyllia to me known, who is being by me duly sworn, did depose and say that he/she resides in St Louis County and that he/she is the Executive VP of Business Development of the Hunt Electric Corporation corporation described in, and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation; and that he signed his/her name thereto by like order.

SAMANTHA DAMMER
Notary Public
Minnesota
My Commission Expires January 31, 2029
(Notarial Seal)

Dammer
Notary Public, St Louis
County, Minnesota
My Commission Expires 1/31/29

ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF Minnesota)
COUNTY OF Dakota)

On this 31st day of July, 20 25, before me personally appeared Mary Jo Dingwall to me known, who is being by me duly sworn, did depose that he/she is the aforesaid officer or attorney in fact of the Western Surety Company, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its board of directors, and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

MATTHEW SCHMIDT
Notary Public
Minnesota
My Commission Expires 1/31/2028
(Notarial Seal)

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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Mark N Kampf, Mary Jo Dingwall, Thomas M Reuder, Rocklyn C Bullis, Jonathon Diessner, Yaralitza Rivas, Matthew Schmidt, Daniel A Kampf, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 16th day of January, 2025.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 16th day of January, 2025, 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 SOUTH DAKOTA

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-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 31st day of July, 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 > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

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

BID FROM: DULUTH ELECTRICAL CONTRACTING, INC.
5051 MILLER TRUNK HWY
DULUTH, MN. 55811

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 13, THIRTEEN
   The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

$ Two million Seven hundred Sixty five thousand Six hundred twelve dollars and 00/100 cents — $ 2,765,612.00

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

$ _____ — $

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

$ _____ — $

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

$ _____ — $

5. **Work Scope** _____

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

$_____ | $

6. **COMBINED WORK SCOPE BID**

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

13, THIRTEEN

for the Combined Base Bid Sum of:

Two million seven hundred sixty five thousand six hundred twelve dollars and 00/100 cents | $ 2,765,612.00

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ ZERO DOLLARS | $ 0.00

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ ZERO DOLLARS | $ 0.00

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ ZERO DOLLARS | $ 0.00

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ ZERO DOLLARS | $ 0.00

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ ZERO DOLLARS | $ 0.00

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ FIFTY-FIVE THOUSAND DOLLARS | $ 55,000.00

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ FOUR THOUSAND DOLLARS | $ 4,000.00

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ ZERO DOLLARS | $ 0.00

ALLOWANCES
Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

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

Addenda No. 1 Dated 7/25/25 Addenda No. 3 Dated 7/31/25

Addenda No. 2 Dated 7/29/25 Addenda No. 4 Dated 8/4/25

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

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

Street Address: 5051 MILLER TRUNK HWY

City: DULUTH State: MN Zip: 55811

Phone Number: 218-724-5566 Fax Number: 218-728-2163

Name (typed or printed): RICK HART

Signature: [signature]

Title: PRESIDENT

Date: 8/6/25

END OF SECTION 00 4113

AIA Document A310™ – 2010

Bond No. FB0004755

Bid Bond

CONTRACTOR:
Name, legal status and address)
Duluth Electrical Contracting, Inc.
5051 Miller Trunk Hwy

Duluth, MN 55811

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#709-Duluth Public Schools

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

PROJECT: ISD-709 DNT Building Renovation

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

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

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

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

Signed and sealed this 31st day of July, 2025

	Duluth Electrical Contracting, Inc.
	(Principal) *(Seal)*
(Witness)	*(Title)*
	GRANITE RE, INC.
	(Surety) *(Seal)*
(Witness)	*(Title)* Attorney-in-Fact Troy Staples

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

Init.
/

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061110

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
)
County of _____)

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

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
)
County of _____)

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

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of MN)
)
County of St Louis)

On this 6th day of Aug, in the year 2025, before me personally come(s) Richard A Hart, to me known, who, being duly sworn, deposes and says that he/she is the President of the Duluth Electric Contracting Inc, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

_____
Notary Public

ACKNOWLEDGMENT OF SURETY

SHAWN C. ADAMS
Notary Public-Minnesota
My Commission Expires Jan. 31, 2030

State of Minnesota)
)
County of Dakota)

On this 31st day of July, in the year 2025, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of Granite Re, Inc. with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Granite Re, Inc. company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.

LINDSAY ANN HILDERBRAND
Notary Public
Minnesota
My Commission Expires Jan. 31, 2030

_____
Notary Public

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

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

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

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

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620

Notary Public

GRANITE RE, INC.
Certificate

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 31st day of July, 2025.

Kyle P. McDonald, Assistant Secretary

GR0800-1

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:
Duluth Public Schools, ISD 709
709 Portia Johnson Drive
Duluth, MN 55811
BID FROM: Holden Electric Co., Inc.

925 20TH AVE.

TWO HARBORS, MN 55616

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** #13 - Electrical
   The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

$ Two Million Seven hundred Seventy-Six Thousand Six Hundred Seventy-Seven | $ 2,776,677.00

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

$ NA | $ NA

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

$ NA | $ NA

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

$ NA | $ NA

5. **Work Scope** NA

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

$ NA | $ NA

6. **COMBINED WORK SCOPE BID**

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

NA

for the Combined Base Bid Sum of:

NA | $ NA

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ NA | $ NA

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ NA | $ NA

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ NA | $ NA

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ NA | $ NA

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ NA | $ NA

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

(Add, (Deduct), No Change) $ One Hundred & fifty two Thousand Dollars | $152,000.00

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

(Add, (Deduct), No Change) $ Three Thousand Five Hundred Ten Dollars | $ 3,510.00

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ NA | $ NA

ALLOWANCES
Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

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

Addenda No. 1 Dated 7/25/25 Addenda No. 2 Dated 7/29/25

Addenda No. 3 Dated 7/31/25 Addenda No. 4 Dated 8/4/25

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

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

Street Address: 925 20TH Ave.

City: Two Harbors State: MN Zip: 55616

Phone Number: 218-834-9226 Fax Number:

Name (typed or printed): Nick Osbakken

Signature:

Title: Vice President

Date: 8/06/2025

END OF SECTION 00 4113

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Bond No. UB002872

Bid Bond

CONTRACTOR:
Name, legal status and address)
Holden Electric Co. Inc.
7669 College Rd

Baxter, MN 56425

SURETY:
(Name, legal status and principal place of business)
United Fire & Casualty Company
P.O. Box 73909
118 - 2nd Ave SE (Zip 52401)
Cedar Rapids, IA 52407

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

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

OWNER:
(Name, legal status and address)

ISD#709-Duluth Public Schools

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

PROJECT: DNT Building Renovation
Work Scope 13 - Electrical
(Name, location or address, and Project number, if any)

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

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

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

Signed and sealed this 28th day of July, 2025

Chad Worden	Holden Electric Co. Inc.
(Witness)	*(Principal)* *(Seal)*
	(Title) VICE PRESIDENT
	United Fire & Casualty Company
	(Surety) *(Seal)*
(Witness)	*(Title)* Attorney-in-Fact Troy Staples

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

Init. /

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061110

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
)
County of _____)

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

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
)
County of _____)

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

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of Minnesota)
)
County of Lake)

On this 5th day of August, in the year 2025, before me personally come(s) Nick Osbakken, to me known, who, being duly sworn, deposes and says that he/she is the Vice President of the Holden Electric Co., 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.

Chad Nordean
Notary Public

CHAD ROBERT NORDEAN
Notary Public
State of Minnesota
My Commission Expires
January 31, 2028

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
)
County of Dakota)

On this 28th day of July, in the year 2025, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of United Fire & Casualty Company with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of United Fire & Casualty Company company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.

LINDSAY ANN HILDERBRAND
Notary Public
Minnesota
My Commission Expires Jan. 31, 2030

_____
Notary Public

UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

THOMAS G. KEMP, THOMAS M. LAHL, ZACHARY PATE, TROY STAPLES, ROBERT DOWNEY, NICHOLAS HOCHBAN, JENNIFER BOYLES, JOEL KRECH, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 22nd day of January, 2026 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 22nd day of January, 2024

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: Kyanna M Saylor
Vice President

State of Iowa, County of Linn, ss:

On 22nd day of January, 2024, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Patti Waddell
Iowa Notarial Seal
Commission number 713274
My Commission Expires 10/26/2025

Patti Waddell
Notary Public
My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 28th day of July, 2025.

By: Mary A Bertsch
Assistant Secretary,
UF&C & UF&I & FPIC

BPOA0045 122017

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:
Duluth Public Schools, ISD 709
709 Portia Johnson Drive
Duluth, MN 55811
BID FROM: PEC Solutions LLC, dba Archkey/Parsons Electric

1415 Highway 33 S Cloquet MN 55720

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 13 Electrical
   The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

$ Three million two hundred thirty one thousand eight hundred and twenty nine. | $ 3,231,829.00

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

$ _____ | $

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

$ _____ | $

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

$ _____ | $

5. **Work Scope** _____

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

$_____ $

6. **COMBINED WORK SCOPE BID**

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

_____

for the Combined Base Bid Sum of:

_____ $

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ No Change $

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ No Change $

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ No Change $

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ No Change $

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ No Change $

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ DEDUCT $ 24,978.00

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ DEDUCT $ 4,957.00

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $ No Change $

ALLOWANCES
Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

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

Addenda No. 1 Dated 07/28/2025 Addenda No. 2 Dated 07/30/2025

Addenda No. 3 Dated 08/01/2025 Addenda No. 4 Dated 08/05/2025

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

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

Street Address: 1415 Highway 33 S Cloquet MN 55720

City: Cloquet State: MN Zip: 55720

Phone Number: 218-428-5484 Fax Number: _____

Name (typed or printed): Matthew Collins

Signature: _____

Title: Senior Project Manager

Date: 8/6/2025

END OF SECTION 00 4113

Bid Date: July 31, 2025

A310™ – 2010 Bid Bond

CONTRACTOR:
(Name, legal status and address)
PEC Solutions, LLC dba ArchKey/
Parsons Electric
1415 Highway 33 S
Cloquet, MN 55720

SURETY:
Berkley Insurance Company
475 Steamboat Road
Greenwich, CT 06830

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

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

OWNER:
(Name, legal status and address)
ISD 709- Duluth Public Schools
719 Portia Johnson Drive
Duluth, MN 55802

BOND AMOUNT: $ $5% G.A.B. Five Percent of the Greatest Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
Duluth Public Schools ISD 709 Education Center - Bid Number 1340
424 West First St., Duluth, MN 55802

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 16th day of July, 2025.

(Witness)

(Witness) Nancy Rios

PEC Solutions, LLC dba ArchKey/Parsons Electric
(Principal) (Seal)

(Title)
By: Jeff Russell, Director of Risk Management

Berkley Insurance Company
(Surety) (Seal)

(Title)
By: David T. Miclette, Attorney-in-Fact

Conforms with The American Institute of Architects AIA Document A310

Surety Notary Acknowledgement

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 16th day of July, 2025, by David T. Miclette
Attorney-In-Fact for Berkley Insurance Company

Notary Public in and for
the State of Texas
Name Printed: Ashley Britt
My Commission Expires: March 6, 2026

ASHLEY BRITT
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 03/06/26
NOTARY ID 12558980-7

No. BI-7913t-el

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***David T. Miclette; Barry K. McCord; Robert C. Davis; Ashley Britt; Rita G. Gulizo; Nikole Jeannette; Stacey Bosley; Stacy Owens; John Duke; Lucas Lomax; Nancy Rios; Kathleen Cuckler; or Aaron Hawley of Bowen, Miclette & Britt Insurance Agency, LLC of Houston, TX*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.$50,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May, 2024.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Attest:
By Philip S. Welt
Philip S. Welt
Executive Vice President & Secretary

Berkley Insurance Company
By Jeffrey M. Hafter
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May, 2024, by Philip S. Welt and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES 04-30-2029

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Given under my hand and seal of the Company, this 16th day of July, 2025

Vincent P. Forte

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

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

BID FROM: Benson Electric Company

1102 North 3rd Street

Superior, WI 54880

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** #13 - Electrical
   The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

$ Three Million Two Hundred Eighty-nine Thousand, 00/100 | $3,289,000.-

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

$ _____ | $

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

$ _____ | $

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

$ _____ | $

5. **Work Scope** _____

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

$_____ $

6. **COMBINED WORK SCOPE BID**

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

_____

for the Combined Base Bid Sum of:

_____ $

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

~~(Add,~~ Deduct, ~~No Change)~~ $ Thirty Thousand, 00/100 $ -30,000.-

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

~~(Add,~~ Deduct, ~~No Change)~~ $ Four Thousand, 00/100 $ -4,000.-

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) $_____ $

ALLOWANCES
Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

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

Addenda No. 1 Dated 07/25/2025 Addenda No. 3 Dated 07/31/2025

Addenda No. 2 Dated 07/29/2025 Addenda No. 4 Dated 08/04/2025

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

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

Street Address: 1102 North 3rd Street

City: Superior State: WI Zip: 54880

Phone Number: (715) 394-5547 Fax Number: NONE

Name (typed or printed): Nathan J. Sapik

Signature:

Title: Vice President

Date: 08/06/2025

END OF SECTION 00 4113

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

Bid Bond

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

BENSON ELECTRIC COMPANY INC

1102 N 3RD ST, SUPERIOR, WI 548801230

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

ISD 709 - Duluth Public Schools

719 Portia Johnson Drive, Duluth, MN 55802

BOND AMOUNT:
Five and 00/100 Percent of the Bid Amount

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

Duluth Public Schools ISD 709 Education Center

SURETY: *(Name, legal status and principal place of business)*
United Fire & Casualty Company
118 Second Avenue SE
P.O. Box 73909
Cedar Rapids, Iowa 52407

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

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

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

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

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond. Signed and sealed this 28th day of July 2025

Karen Stevens
(Witness)

(Witness)

BENSON ELECTRIC COMPANY INC
(Principal) Vice President (Seal)
(Title)

UNITED FIRE & CASUALTY COMPANY
(Surety) (Seal)
Attorney In Fact
(Title)

CONT0456

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

UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

Bond No.: 487650-15333
Obligee: ISD 709 - Duluth Public Schools 719 Portia Johnson Drive, Duluth, MN 55802

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

CYNTHIA SUND, TIMOTHY J. ROTHE, CHAD P. MATUSHAK, STEVEN KIMMES, PAMELA J. CARLSON, JOANN J. LIETHA, CHRISTINA WALETZKO, CHARLIE G. JOHNSON, JACIE OLSON, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $20,000,000.00
and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed. The Authority hereby granted shall expire November 26th, 2025 unless sooner revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 28th day of July , 2025

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: Kyanna M Saylor

Vice President

State of Iowa, County of Linn, ss:
On this 28th day of July , 2025 before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Judith A. Jones
Iowa Notarial Seal
Commission number 173041
My Commission Expires 04/23/2027

Judith A Jones

Notary Public
My commission expires: 04/23/2027

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations.
this 28th day of July , 2025 .

By: Mary A Bertsch

Assistant Secretary,
UF&C, UF&I & FPIC

BPOA0053 1217

Inquiries: Surety Department 118 Second Ave SE Cedar Rapids, IA 52401

(INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT)

STATE OF _____)
ss
COUNTY OF_____)

On the _____ day of _____, 20_____, before me, a Notary Public within and for said county, 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 __h____free act and deed.

_____
Notary Public,_____
County,_____
(Notarial Seal) My commission expires _____

CORPORATE ACKNOWLEDGMENT

STATE OF Wisconsin)
ss.
COUNTY OF Douglas)

On the 28th day of July 2025, before me personally appeared Nathan Sapik
to me known, who being by me duly sworn, did depose and say: that __he resides in Douglas County, WI
that ___he is the Vice President of the Benson Electric Company
the corporation described in and which executed the foregoing instrument; that __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.

HAYLEY BOTTEN
NOTARY PUBLIC
STATE OF WISCONSIN
(Notarial Seal)

Hayley Botten
Notary Public, Douglas
County Wisconsin
My commission expires 4/11/2026

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF Wisconsin)
ss.
COUNTY OF Douglas)

On this 28th day of July, 2025, before me appeared Jacie Olson
to me personally known, who being by me duly sworn, did say that __he__ is the aforesaid officer or attorney in fact of the UNITED FIRE & CASUALTY 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.

CHRISTINA A. WALETZKO
NOTARY
(Notarial Seal)
PUBLIC
STATE OF WISCONSIN

Notary Public, Douglas
County, Wisconsin
My Commission expires 7/21/2027

BOND0004 0100

STATE OF MINNESOTA

MINNESOTA STATE COLLEGES AND UNIVERSITIES

LAKE SUPERIOR COLLEGE

POSTSECONDARY ENROLLMENT OPTIONS (PSEO) BY CONTRACT

2025-2026

This contract is by and between ***Duluth Public Schools (ISD 709); 709 Portia Johnson Drive; Duluth MN 55811*** (hereinafter "SCHOOL DISTRICT") and the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of ***Lake Superior College, 2101 Trinity Road, Duluth, MN 55811*** (hereinafter "COLLEGE/UNIVERSITY"). This contract does not apply to concurrent enrollment courses.

WHEREAS, the SCHOOL DISTRICT has a need for a specific service provided by COLLEGE/UNIVERSITY in accordance with Minnesota Statutes §124D.09 and Minnesota State Board Policy 3.5 and System Procedure 3.5.1; and applicable COLLEGE/UNIVERSITY policies.

WHEREAS, the COLLEGE/UNIVERSITY, is empowered to enter into contracts pursuant to Minnesota Statutes, Chapter 136F;

NOW, THEREFORE, it is agreed:

1. DUTIES OF SCHOOL DISTRICT. The SCHOOL DISTRICT agrees to provide the following:
    a. Perform all duties as required by the Postsecondary Enrollment Options Act (M.S. 124D.09) (https://www.revisor.mn.gov/statutes/cite/124D.09) and Minnesota State Board Policy 3.5 (https://www.minnstate.edu/board/policy/305.html) and System Procedure 3.5.1 (https://www.minnstate.edu/board/procedure/305p1.html)
2. DUTIES OF COLLEGE/UNIVERSITY. COLLEGE/UNIVERSITY agrees to provide the following:
    a. Perform all duties as required by the Postsecondary Enrollment Options Act (M.S. 124D.09) (https://www.revisor.mn.gov/statutes/cite/124D.09) and Minnesota State Board Policy 3.5 (https://www.minnstate.edu/board/policy/305.html) and System Procedure 3.5.1 (https://www.minnstate.edu/board/procedure/305p1.html)
3. DUTIES OF COLLEGE/UNIVERSITY and SCHOOL DISTRICT. Both the SCHOOL DISTRICT and the COLLEGE/UNIVERSITY agree to:
    a. Perform all duties as required by the Postsecondary Enrollment Options Act (M.S. 124D.09) (https://www.revisor.mn.gov/statutes/cite/124D.09) and Minnesota State Board Policy 3.5 (https://www.minnstate.edu/board/policy/305.html) and System Procedure 3.5.1 (https://www.minnstate.edu/board/procedure/305p1.html); and all other duties as stipulated in Attachment A.
4. CONSIDERATION AND TERMS OF PAYMENT.
    a. Consideration for all services performed by the COLLEGE/UNIVERSITY pursuant to this contract shall be paid by the SCHOOL DISTRICT as follows:
        i. The SCHOOL DISTRICT will be invoiced by the COLLEGE/UNIVERSITY at the current approved respective academic year rate for tuition and fees per credit hour per student. Rates can vary by courses and final approved rates will be available on the LSC

website at https://www.lsc.edu/current-students/student-payment-office/fees/ . Below are estimated base online tuition rates and fees.

Academic Year	*Estimated* base tuition rates and fees
2025-2026	$247.21

ii. Textbooks and materials, as outlined by the Postsecondary Enrollment Options Act (M.S. 124D.09, Subdivision 19, required for students to complete course(s) are the financial responsibility of the SCHOOL DISTRICT.

1. See ATTACHMENT B

2. The SCHOOL DISTRICT has selected **Option #2 (LSC Store packages book orders using the student schedule….books are picked up by the students at LSC…)**

5. Terms of Payment. Payments shall be made by the SCHOOL DISTRICT as follows:

   a. Invoices will be sent by the COLLEGE/UNIVERSITY to the SCHOOL DISTRICT after October 1st for fall and February 15th for spring semester.

   b. Payments to the COLLEGE/UNIVERSITY by the SCHOOL DISTRICT for the tuition, fees, and textbooks charge for each semester will be made within thirty (30) days of the SCHOOL DISTRICT receiving the invoice.

6. TERM OF CONTRACT. This contract shall be effective on July 1, 2025, or upon the date that the final required signature is obtained by the COLLEGE/UNIVERSITY, whichever occurs later, and shall remain in effect until June 30, 2026, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The COLLEGE/UNIVERSITY understands that NO work should begin under this contract until ALL required signatures have been obtained, and the COLLEGE/UNIVERSITY is notified to begin work by the SCHOOL DISTRICT's Authorized Representative.

   This agreement is effective for the 2025-2026 Academic Years.

7. CANCELLATION. This contract may be canceled by the COLLEGE/UNIVERSITY or the SCHOOL DISTRICT at any time, with or without cause, upon thirty (30) days' written notice to the other party. Termination by the SCHOOL DISTRICT shall not become effective with respect to students then participating in the program. In the event of such a cancellation, the COLLEGE/UNIVERSITY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

8. AUTHORIZED REPRESENTATIVES.

   a. COLLEGE/UNIVERSITY'S AUTHORIZED REPRESENTATIVE. The COLLEGE'S Authorized Representative for the purposes of administration of this contract is:

   Name: Stephanie Wainionpaa (or her successor)
   Title: College in the Schools Director
   Address: 2101 Trinity Road, Duluth MN 55811
   Telephone: 218-733-5916
   E-Mail: stephanie.wainionpaa@lsc.edu

b. SCHOOL DISTRICT'S AUTHORIZED REPRESENTATIVE. The SCHOOL DISTRICT'S Authorized Representative for the purposes of administration of this contract is:

Name: John Magas (or his/her successor)
Title: Superintendent
Address: 709 Portia Johnson Drive; Duluth MN 55811
Telephone: 218-336-8752
E-Mail: superintendent@isd709.org

The SCHOOL DISTRICT'S Authorized Representative shall have final authority for acceptance of the COLLEGE/UNIVERSITY services and, if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 5, paragraph b.

9. ASSIGNMENT. The SCHOOL DISTRICT shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of the COLLEGE/UNIVERSITY.

10. LIABILITY. Each party will be responsible for its own acts and behavior and the results thereof. The COLLEGE/UNIVERSITY and the SCHOOL DISTRICT's liability is governed by the Minnesota Tort Claims, Act, Minn. Stat. § 3.736, and other applicable laws.

11. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA"). The SCHOOL DISTRICT is responsible for complying with the ADA Act, 42 U. S. C. 12101, et seq. and regulations promulgated pursuant to it for educational services it provides to its students. The COLLEGE/UNIVERSITY will inform students of support services available at COLLEGE/UNIVERSITY but IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

12. AMENDMENTS. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.

13. GOVERNMENT DATA PRACTICES ACT. Both parties must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by either party in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by either party in accordance with this contract. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this Article by either the SCHOOL DISTRICT or the COLLEGE/UNIVERSITY. In the event either party receives a request to release the data referred to in this Article, the receiving party must immediately notify the other and receive instructions from the other party concerning the release of the data to the requesting party before the data is released.

14. JURISDICTION AND VENUE. This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15. AUDITS. The books, records, documents, and accounting procedures and practices of either party relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor for the COLLEGE/UNIVERSITY and the State Auditor for the SCHOOL DISTRICT.

16. FORCE MAJEURE. No party to this Contract shall be responsible for any delays or failure to perform any obligation under this Contract due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties' duty to perform obligations shall be suspended.

17. OTHER PROVISIONS: Attachment A "Other Duties"

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. SCHOOL DISTRICT:

School District certifies that the appropriate person(s) have executed the contract on behalf of the School District as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature)
Title
Printed Name
Date

2. MINNESOTA STATE COLLEGES AND UNIVERSITIES
LAKE SUPERIOR COLLEGE

By (authorized college/university initiating agreement)
Title
Printed Name
Date

3. MINNESOTA STATE COLLEGES AND UNIVERSITIES

AS TO FORM AND EXECUTION:

By (authorized college/university initiating agreement)
Title
Printed Name
Date

ATTACHMENT A

Other Duties

Lake Superior College (LSC) Staff shall:

- Will work cooperatively and in partnership with high school personnel to process registrations, validate course competencies, and transcribe grades.
- Communicate student eligibility requirements to the school district.
- Maintain registration, waiver, and grade records for all completed LSC classes.
- Provide to PSEO students and partners access to online information to include information on LSC's student conduct code, academic and student support services, registration policies, transcript requests, and more.
- Communicate with high school regarding student progress if "early alert" is submitted.
- Provide unofficial transcripts to high school once final grades are posted

High School Staff and Administrators shall:

- Ensure students meet minimum PSEO eligibility requirements as stated in Lake Superior College policy 3.5: https://www.lsc.edu/policies/3-5-post-secondary-enrollment-option/
- Notify parents/students of course offerings and student eligibility.
- Collaborate with LSC staff to administer Accuplacer test to potential PSEO students and/or provide relevant test scores or GPA to assure compliance with PSEO eligibility requirements.
- Ensure completion of PSEO registration forms
- Agree to terms of the PSEO policy for add/drop and withdrawals.
- Contact LSC staff for withdrawals in accordance with LSC policy.
- Collaborate with LSC to ensure participating students are informed of course start and end dates as they are different than the high school calendar.
- To the extent possible, provide counseling services to students and their parents or guardian before students enroll in PSEO courses to ensure students and their parents/guardians are fully aware of the risks and possible consequences of enrolling in college level courses
- Provide PSEO students with reasonable access during regular school hours to a computer and other technology resources that the student needs to complete coursework for any online postsecondary enrollment course.

ATTACHMENT B

Lake Superior College (LSC) PSEO by contract Book Process

Under the contract, the books are the property of the High School.

High Schools may choose one option listed below to use for book purchases. Each school contract will state the option chosen by the High School.

PSEO book options for High Schools:

1. High School representative orders all books using the LSC Store online ordering system using the High School id number. Shipping is paid for by the High School and the High School distributes all books to students. Schools may opt to pick up the order at the LSC Store by stating that option as a comment in the order and giving the Store a 48-hour notice before pickup.
    - Online ordering opens approximately 30 days prior to LSC semester start
    - Allow up to 7 days for shipping

OR

2. LSC Store packages book orders using the student schedule provided by the PSEO advisor. Students are emailed by the LSC Store when their order is ready for pickup. Books are picked up by the students at LSC. *
   ** Students living more than 25 miles from the campus, or with another special circumstance, may opt to request their books be shipped to them by sending an email to lsc_bookstore@lsc.edu. Students choosing this option will be responsible to pay for the shipping cost.*
   (Option 2 is the method used by all state billed PSEO).

Lists of books sent/given to students are available upon request with the LSC Store by emailing lsc_bookstore@lsc.edu .

Under either option, if High Schools receive books they do not need they can return any of the newly received books to LSC. Returns are due back to the store **no later than five weeks** after the LSC semester starts. Books must be in the same condition as when sent to the schools.

At the end of each semester:

The High School paid for and owns the books. Each High School can decide how, or if, they want to process returns to the High School**. Books may not be returned to LSC.**

- High Schools may opt to hold on to the books for possible future use.
- There is an online buy back option available all the time at: https://onlinebuyback.mbsbooks.com/index.php?jde=2745.

**There is no guarantee that book buyback, or future use, will be available for any book. **

Expenditure Contracts Signed
July 2025

For your information, the Superintendent or the CFO, Executive Director of Business Services has signed the following expenditure contracts during the above timeframe.

*** Not to Exceed**: If asterisk is noted, then the contract has a guaranteed maximum price; District may not pay more than the dollar amount listed (this does not mean the vendor will invoice this amount and may invoice much less).

**** Contract is paid via monies from:**
DR = Department Restricted (LTFM, Indian Education Funds, Compensatory, Achievement Integration)
DU = Department Unrestricted (General Fund)
G = Grant (external grants from foundations such as Northland, Duluth Superior Area Community)
SAF = Student Activity Funds (monies raised by students, gate fees, etc.)

Name	**Amount***	**Contract Source****	**Description**
NixWorks Services LLC	$10,100.00	Facilities (DR)	RFP #338-2 – Snow Plowing Services Service at Homecroft, Lakewood, Lowell, Ordean-East, Rockridge
Viele Contracting	$13,950.00	Facilities (DR)	RFP #338-2 – Snow Plowing Services Service at DSC, Congdon, East, Lester Park, MWES, Piedmont
Blotti Contracting	$10,995.00	Facilities (DR)	RFP #338-2 – Snow Plowing Services Service at Denfeld, Laura MacArthur, Lincoln, Stowe
Sinnott Blacktop LLC	$1,800.00	Facilities (DR)	Quote #4407 - DSC crack fill parking lot
Diversified Paving	$3,340.00	Facilities (DR)	Quote #4404 – Stowe crack filling & line striping
Sinnott Blacktop LLC	$8,900.00	Facilities (DR)	Quote #4404 – LPMS crack filling, line striping & pothole patching
Diversified Paving	$4,852.00	Facilities (DR)	Quote #4404 – Piedmont crack filling & line striping
Diversified Paving	$3,213.00	Facilities (DR)	Quote #4404 – DHS crack filling & line striping
Diversified Paving	$9,100.00	Facilities (DR)	Quote #4405 – EHS crack filling & sealcoat
Diversified Paving	$2,343.00	Facilities (DR)	Quote #4406 – Lester Park line striping

Diversified Paving	$1,780.00	Facilities (DR)	Quote #4406 – Laura MacArthur line striping
Asphalt of Duluth	$1,340.00	Facilities (DR)	Quote #4406 – Lakewood parking lot crack seal and restripe
Diversified Paving	$1,530.00	Facilities (DR)	Quote #4406 – Congdon line striping
CDW Government	$71,549.64*	Technology (DU)	Districtwide Cisco phone service for FY26
CDW Government	$540.00*	Technology (DU)	Bitwarden license fee – password security system
Ark Data Centers	$5,069.90*	Technology (DU)	Additional charge for already existing contract – additional $5,069.90/10 months – Districtwide cable work
Costin Group Minnesota, Inc	$36,000*	Business Services (DU)	Lobbyist service fee for FY26
Logikcull	$20,004.00*	Business Services (DU)	Data request software/storage system renewal for FY26
Wipfli	$69,550.00	Business Services (DU)	Engagement charge for FY25 audit services
Bjorklund Compensation Consulting LLC	$3,000.00	Human Resources (DU)	Job description banding & grading services for FY26
Debra Hannu	$56.93/hour	TLE (DR)	Duluth CRAE Project SY25/26 (Arts grant project)
Developmental Designs	$6,570.00*	TLR (DR)	Circle of Power and Respect customized workshop for Elementary teams and admin
IXL Learning	$93,150.00*	TLE (DU)	IXL site license for FY26 – Grade 5 (Math, ELA, Science) – Grades 1-4, 6-12 (Math, ELA)
Minnesota State Colleges and Universities	TBD	TLE (DU)	Curriculum support for Duluth Adult Education for FY26 with Lake Superior College
Literacy Minnesota	TBD	TLE (DU)	Purchase agreement for state platforms used by DAE during FY26
Marshall School	$36,241.92*	Special Services (DR)	Non-public nursing services by a licensed school nurse for FY26
Northland Learning Center	$25,185.39*	Special Services (DR)	Services for vision teacher for FY26

UDAC, Inc.	$14,340.00*	Early Childhood/Special Services (DR)	Lease agreement with UDAC, Inc. for room to provide early childhood screening in
Twin Cities Orthopedics Performance Center	$2,500.00*	Denfeld HR (DR)	Rental fee of TCO Stadium for DHS vs. Two Harbors football game on 9/5/25

Duluth
Public Schools

Facilities Management
Maintenance: 218-336-8907 | **Operations:** 218-336-8905
713 Portia Johnson Drive Duluth, MN 55811

Memorandum

To: **Simone Zunich, Executive Director of Business Services**
School Board Members

From: **Bryan Brown**
Manager of Facilities

Date: **August 11, 2025**

Re: **Annual Quote for District Wide Contract Services**

The following RFP is for services to be performed from July 1, 2025 through June 30, 2026, with the option to renew for two (2) additional one-year periods if acceptable to both parties.

RFP #338-2 – Snow Plowing Services

NixWorks Services LLC - Total Per Snowfall cost estimated at $10,100.00
At the following sites:
Homecroft Elementary, Lakewood Elementary, Lowell Elementary, Ordean East Middle School, Rockridge Academy

Viele Contracting - Total Per Snowfall cost estimated at $13,950.00
At the following sites:
DSC Complex, Congdon Park Elementary, East High School, Lester Park Elementary School, Myers-Wilkins Elementary School Piedmont Elementary School

Blotti Contracting - Total Per Snowfall cost estimated at $10,995.00
At the following sites:
Denfeld High School, Laura MacArthur Elementary School, Lincoln Park Middle School, Stowe Elementary School

The Facilities Department, Bryan Brown, Jeremy DeGraef and Kris Brown reviewed the bids.

Recommendation
I recommend the Duluth School Board approve entering into a contract with this contractor based on their low quote. A quote tabulation is attached for each quote for your reference. If you concur, please sign all copies of the attached agreements.

Program: Facilities

Fund Custodian: Bryan Brown Facilities

Attachment

SNOW PLOWING SERVICES - RE-BID

for the period of July 1, 2025 through June 30, 2026
RFP #338-2
Tuesday, May 20, 2025 - 10:00 a.m.

	Vendor	A+ Landscaping			Asphalt of Duluth			Ed Oman Construction			C Binsfield Construction			NixWorks Services			Sinnott Blacktop			Viele Contracting			Blotti Contracting		
	Snow Fall	1-6"	6.01-12"	above 12	1-6"	6.01-12"	above 12	1-6"	6.01-12"	above 12	1-6"	6.01-12"	above 12	1-6"	6.01-12"	above 12	1-6"	6.01-12"	above 12	1-6"	6.01-12"	above 12	1-6"	6.01-12"	above 12
1	DSC/Fac/Trans																								
2	Congdon Park																								
3	Denfeld HS																								
4	East HS																								
5	Homecroft																								
6	Lakewood																								
7	Laura MacArthur																								
8	Lester Park																								
9	Lincoln Park MS																								
10	Lowell																								
11	Myers-Wilkins																								
12	Ordean East MS																								
13	Piedmont																								
14	Rockridge																								
15	Stowe																								
	Total Amount Per Snowfall													$2,400	$3,200	$4,410				$3,270	$4,650	$6,030	$2,395	$3,500	$5,100
	Total Annual Amount of Bid	NO BID			NO BID			NO BID			NO BID						NO BID								

SCHOOL	CONTRACTOR	PROJECT	COST	RATING		PO #
DSC #4407	Asphalt of Duluth	Crack Fill	$1,975.00	3		
	Sinnott	Crack Fill	$1,800.00	1	Sent	1526052
	Diversified	Crack Fill	1,900.00	2		
Stowe #4404	Asphalt of Duluth	Crack Fill & Paint	$3,740.00	2		
	Sinnott	Crack Fill & Paint	$6,500.00	3		
	Diversified	Crack Fill &Paint	$3,340.00	1	Sent	1526056
Lincoln Park #4404	Asphalt of Duluth	Crack Fill Road & Paint	$22,710.00	3		
	Sinnott	Crack Fill Road & Paint	$8,900.00	1	Sent	1526059
	Diversified	Crack Fill Road & Paint	$10,444.00	2		
Piedmont #4404	Asphalt of Duluth	Crack fill & Paint	$5,250.00	2		
	Sinnott	Crack fill & Paint	$6,000.00	3		
	Diversified	Crack fill & Paint	$4,852.00	1	Sent	1526058
Denfeld #4404	Asphalt of Duluth	Crack Fill Back lot & Paint	$3,250.00	2		
	Sinnott	Crack Fill Back lot & Paint	$5,800.00	3		
	Diversified	Crack Fill Back lot & Paint	$3,213.00	1	Sent	1526057
East #4405	Asphalt Of Duluth	Crack/Sealcoat & Paint	$9,820.00	2		
	Sinnott	Crack/Sealcoat & Paint	$13,000.00	3		
	Diversified	Crack/Sealcoat & Paint	$9,100.00	1	Sent	1526051
Lester Park #4406	Asphalt of Duluth	Stripe lot	$2,500.00	2		
	Sinnott	Stripe lot	$4,000.00	3		
	Diversified	Stripe lot	$2,343.00	1	Sent	1526053
LMAC #4406	Asphalt of Duluth	Stripe lot	$2,030.00	2		
	Sinnott	Stripe lot	$4,000.00	3		
	Diversified	Stripe lot	$1,780.00	1	Sent	1526054
Lakewood #4406	Asphalt of Duluth	Stripe lot	$1,340.00	1	Sent	1526060
	Sinnott	Stripe lot	$4,500.00	3		
	Diversified	Stripe lot	$1,500.00	2		
Congdon Park #4406	Asphalt of Duluth	Stripe lot	$2,000.00	2		
	Sinnott	Stripe lot	$4,000.00	3		
	Diversified	Stripe lot	$1,530.00	1	Sent	1526055

COPY

UPDATED

INVOICE TO: **INDEPENDENT SCHOOL DISTRICT 709**
709 Portia Johnson Drive
Duluth, MN 55811

Purchasing: (218) 336-8738
Accounts Payable: (218) 336-8701
Email: ap.vendor@isd709.org
TAX ID: 8014301

Vendor 006329 **Fiscal Year:** 2025-2026 **Ship prepaid unless otherwise indicated.**

VENDOR
SINNOTT BLACKTOP LLC
327 2ND ST
PROCTOR, MN 55810

Q - 4407

SHIP TO
FACILITIES BUILDING
713 Portia Johnson Drive
DULUTH, MN 55811

Attention to: BRYAN BROWN/KAB

Purchase Order Number	
01526052	DSC CRACK FILL PARKING LOT

Quantity	Unit	Description	Unit Cost	Amount
1.00000		CRACK FILL PARKING LOT AT DSC COMPLEX	1,800.00000	1,800.00
		- ROUTER CRACKS 1/4" GREATER/CLEAN ALL LOOSE DIRT AND DEBRIS CRACK FILL JOINT ADHESIVE; HOT APPLIED/MN DOT SPEC		
		SEE ATTACHED PROPOSAL DATED 7/24/2025 FOR FULL PROJECT DETAILS		
		PROJECT NAME: ISD #709 OFFICE AREA		
		NOTE: BILL TO ADDRESS IS NOT ON THE PROPOSAL, PLEASE UPDATE YOUR RECORDS WITH:		
		ISD 709 DULUTH PUBLIC SCHOOLS ACCOUNTS PAYABLE 709 PORTIA JOHNSON DRIVE DULUTH, MN 55811		
		OR EMAIL INVOICE TO: ap.vendor@isd709.org		
		EMAIL PO TO: kevin@sinnottblacktop.com		

Total: **$1,800.00**

Authorized Signature: Cathy Holman

Cathy Holman, Purchasing Coordinator

VENDOR - PLEASE NOTE FOR PROMPT PAYMENT:
1. Purchase Order number must appear on all correspondence, invoices, and packages.
2. Each Purchase Order must be invoiced separately.
3. See terms and conditions upon request.

Equal Opportunity Employer

4407

327 2nd Street
Proctor, MN 55810
218-626-1822
www.sinnottblacktop.com

ESTIMATE

Date: 7/24/2025

To: ISD #709
Address: 713 Portia Johnson Drive
City, State, Zip: Duluth,MN 55811

Project Name: ISD #709 Office Area
Project Address: 709 Portia Johnson Drive
City, State, Zip: Duluth MN

Contact Person: Bryan 320-248-4440

Email: bryan.brown@isd709.org

We are pleased to present the following estimate on the above referenced project.

DESCRIPTION	QTY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
Router Cracks 1/4"Greater/Clean all loose dirt and debris Crack Fill joint adhesive; hot applied/MN Dot Spec	1	LS		$1,800.00
			Total:	**$1,800.00**

Notes: This Estimate is effective for 30 days from date above.

Payment Terms: All overruns to be paid at the unit price above. Should retention be required, retention will be paid 30 days from completion of Sinnott Blacktop, LLC work. Payment in full due 10 days upon reciept of invoice.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. Sinnott Blacktop, LLC is authorized to do the work as specified. Payment will be made as outlined above.

Accepted By: Bryan J. Brown

Date: 7/25/2025

Thank you for the opportunity to work with you,

Kevin Smalley
Project Sales Manager
kevin@sinnottblacktop.com
218-391-1050

INVOICE TO: **INDEPENDENT SCHOOL DISTRICT 709**
709 Portia Johnson Drive
Duluth, MN 55811

Purchasing: (218) 336-8738
Accounts Payable: (218) 336-8701
Email: ap.vendor@isd709.org
TAX ID: 8014301

Vendor 113628 **Fiscal Year:** 2025-2026 **Ship prepaid unless otherwise indicated.**

VENDOR
DIVERSIFIED PAVING
23633 66TH AVE
St. Augusta, MN 56301

Q-4404

SHIP TO
STOWE ELEMENTARY SCHOOL
715 101ST AVE W
DULUTH, MN 55808

Attention to: BRYAN BROWN/KAB

Purchase Order Number	
01526056	STOWE CRACK FILLING & LINE STRIPING

Quantity	Unit	Description	Unit Cost	Amount
1.00000		CRACK FILLING & LINE STRIPING AT STOWE ELEMENTARY SCHOOL - 1135 LF CRACK SEALING - STRIPING OF BITUMINOUS PER EXISTING LAYOUT SEE ATTACHED PROPOSAL DATED 7/18/2025 FOR FULL PROJECT DETAILS NOTE: BILL TO ADDRESS IS NOT ON THE PROPOSAL, PLEASE UPDATE YOUR RECORDS WITH: ISD 709 DULUTH PUBLIC SCHOOLS ACCOUNTS PAYABLE 709 PORTIA JOHNSON DRIVE DULUTH, MN 55811 OR EMAIL INVOICE TO: ap.vendor@isd709.org EMAIL PO TO: kyle@dpipaving.com	3,340.00000	3,340.00

Total: **$3,340.00**

Authorized Signature: Cathy Holman

Cathy Holman, Purchasing Coordinator

VENDOR - PLEASE NOTE FOR PROMPT PAYMENT:
1. Purchase Order number must appear on all correspondence, invoices, and packages.
2. Each Purchase Order must be invoiced separately.
3. See terms and conditions upon request.

Equal Opportunity Employer

PROPOSAL 4404



https://www.dpipaving.com/

23633 66th Ave
St. Cloud, MN 56301
763-421-4120

Proposal Submitted To	Work to be Performed At	Company Contact
Bryan Brown ISD #709 Duluth Schools 713 Portia Johnson Dr 55811 (320) 248-4440 bryan.brown@isd709.org	Stowe Elementary School 715 101st Ave Duluth , MN	Kyle Neu Account Executive (320) 428-5670 kyle@dpipaving.com

7/18/2025

ESTIMATE DATE: 7/18/2025

Bryan Brown
ISD #709 Duluth Schools

Stowe Elementary School
715 101st Ave
Duluth , MN

https://www.dpipaving.com/

Crack Filling

1135 LF Crack Sealing:
Crack seal singular cracks that are 1/4" - 1" and not in alligator areas. The cracks will be thoroughly cleaned of all foreign matter with an industrial air compressor. The cracks will then be properly sealed using the state of the art, oil jacketed system. The material is hydraulically agitated, then pressure fed through an oil- jacketed pump and injected under pressure directly into the crack at the optimum temperature to prevent decomposition of the material and to maximize adhesion.

Includes striping of bituminous per existing layout

Total Bid: $3,340

Terms
30% Down Payment
Net 15 Days
Price is good for 15 days from sent date.
Fuel surcharge of 1% of contract price for every $0.25 increase at pump price over $5.00.
This is a quotation on the goods named and subject to the conditions noted below:
Diversified Paving provides a one-year warranty unless stated otherwise in the description above. Diversified Paving is released from all warranty of the asphalt installation due to cold weather paving as it is not recommended to perform asphalt paving in temperatures under 35 degrees Fahrenheit. Diversified Paving does not guarantee water drainage on any surface that is less than 1.5% slope at the time of paving as this is the industry standard. Any alterations or deviations from the specifications above which incur an extra cost will be added to the final cost of the work done. These charges will be calculated based on what is usual and customary for the rates used on similar work done by Diversified Paving. Permits are not included in the price stated above unless noted in the proposal. Some jobs may require drainage correction into grass/lawn area. This will require re-grading of that area. The owner or general contractor is responsible for all sprinkler heads and private utilities. No black dirt, seed or sod included in the above price unless otherwise stated.

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

Sincerely,
Diversified Paving

Kyle Neu
Account Executive

Acceptance: As an authorized agent for the above, I accept this proposal for $ 3540.00 .

Signature: _____ Date: 7/28/2025 .

INVOICE TO: **INDEPENDENT SCHOOL DISTRICT 709**
709 Portia Johnson Drive
Duluth, MN 55811

Purchasing: (218) 336-8738
Accounts Payable: (218) 336-8701
Email: ap.vendor@isd709.org
TAX ID: 8014301

Vendor 006329 **Fiscal Year:** 2025-2026 **Ship prepaid unless otherwise indicated.**

VENDOR
SINNOTT BLACKTOP LLC
327 2ND ST
PROCTOR, MN 55810

Q-4404

SHIP TO
LINCOLN PARK MIDDLE SCHOOL
3215 W 3rd St
DULUTH, MN 55806

Attention to: BRYAN BRWON/KAB

Purchase Order Number	
01526059	LPMS CRACK FILLING, LINE STRIPING, & POTHOLE PATCHING

Quantity	Unit	Description	Unit Cost	Amount
1.00000		CRACK FILLING; LINE STRIPING, & POTHOLE PATCHING AT LINCOLN PARK MIDDLE SCHOOL - ROUTER CRACKS 1/4" GREATER/CLEAN ALL LOOSE DIRT AND DEBRIS CRACK FILL JOINT ADHESIVE; HOT APPLIED/MN DOT SPEC - LINE STRIPING - LATEX PAINT/ HIGH DURABILITY COMMERICAL PAINT - BITUMINOUS PATCHING - POTHOLE LEVELING -STRIPING BACK LOT ONLY INCLUDED IN TOTAL SEE ATTACHED PROPOSAL DATED 7/25/2025 FOR FULL PROJECT DETAILS PROJECT NAME: LINCOLN PARK ROAD REVISION 1	8,900.00000	8,900.00
			Total:	$8,900.00

NOTE: BILL TO ADDRESS IS NOT ON THE ESTIMATE
PLEASE UPDATE YOUR RECORDS WITH:

ISD 709 DULUTH PUBLIC SCHOOLS
ACCOUNTS PAYABLE
709 PORTIA JOHNSON DRIVE
DULUTH, MN 55811

OR EMAIL INVOICE TO: ap.vendor@isd709.org

EMAIL PO TO: kevin@sinnottblacktop.com

Total: **$8,900.00**

Authorized Signature: Cathy Holman

Cathy Holman, Purchasing Coordinator

VENDOR - PLEASE NOTE FOR PROMPT PAYMENT:
1. Purchase Order number must appear on all correspondence, invoices, and packages.
2. Each Purchase Order must be invoiced separately.
3. See terms and conditions upon request.

Equal Opportunity Employer

4404

327 2nd Street
Proctor, MN 55810
218-626-1822
www.sinnottblacktop.com

ESTIMATE

Date: 7/25/2025

To: ISD #709
Address: 713 Portia Johnson Drive
City, State, Zip: Duluth,MN 55811

Project Name: Lincoln Park Road Revision 1
Project Address: 3215 W 3rd St
City, State, Zip: Duluth MN

Contact Person: Bryan 320-248-4440
Email: bryan.brown@isd709.org

We are pleased to present the following estimate on the above referenced project.

DESCRIPTION	QTY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
Router Cracks 1/4"Greater/Clean all loose dirt and debris Crack Fill joint adhesive; hot applied/MN Dot Spec Line Striping - Latex Paint/High Durability Commercial paint Bituminous Patching-Pothole leveling Striping Back Lot Only Included in total	1	LS		$8,900.00
			Total:	$8,900.00

Notes: This Estimate is effective for 30 days from date above.

Project Sales Manager

Payment Terms: All overruns to be paid at the unit price above. Should retention be required, retention will be paid 30 days from completion of Sinnott Blacktop, LLC work. Payment in full due 10 days upon reciept of invoice.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. Sinnott Blacktop, LLC is authorized to do the work as specified. Payment will be made as outlined above.

Accepted By: Bryan J. Brown

Date: 7/28/2025

Thank you for the opportunity to work with you,

Kevin Smalley
Project Sales Manager
kevin@sinnottblacktop.com
218-391-1050

INVOICE TO: **INDEPENDENT SCHOOL DISTRICT 709**
709 Portia Johnson Drive
Duluth, MN 55811

Purchasing: (218) 336-8738
Accounts Payable: (218) 336-8701
Email: ap.vendor@isd709.org
TAX ID: 8014301

Vendor 113628 **Fiscal Year:** 2025-2026 **Ship prepaid unless otherwise indicated.**

VENDOR
DIVERSIFIED PAVING
23633 66TH AVE
St. Augusta, MN 56301

Q-4404

SHIP TO
PIEDMONT ELEMENTARY SCHOOL
2827 CHAMBERSBURG AVE
DULUTH, MN 55811

Attention to: BRYAN BROWN/KAB

Purchase Order Number	
01526058	PIEDMONT CRACK FILLING & LINE STRIPING

Quantity	Unit	Description	Unit Cost	Amount
1.00000		CRACK FILLING & LINE STRIPING AT PIEDMONT ELEMENTARY SCHOOL - 2200 LF CRACK SEALING - STRIPING OF BITUMINOUS PER EXISTING LAYOUT SEE ATTACHED PROPOSAL DATED 7/18/2025 FOR FULL PROJECT DETAILS NOTE: BILL TO ADDRESS IS NOT ON THE PROPOSAL, PLEASE UPDATE YOUR RECORDS WITH: ISD 709 DULUTH PUBLIC SCHOOLS ACCOUNTS PAYABLE 709 PORTIA JOHNSON DRIVE DULUTH, MN 55811 OR EMAIL INVOICE TO: ap.vendor@isd709.org EMAIL PO TO: kyle@dpipaving.com	4,852.00000	4,852.00
			Total:	**$4,852.00**

Authorized Signature: Cathy Holman

Cathy Holman, Purchasing Coordinator

VENDOR - PLEASE NOTE FOR PROMPT PAYMENT:
1. **Purchase Order number must appear on all correspondence, invoices, and packages.**
2. **Each Purchase Order must be invoiced separately.**
3. **See terms and conditions upon request.**

Equal Opportunity Employer

Printed: 07/25/2025

ESTIMATE DATE: 7/18/2025

Bryan Brown
ISD #709 Duluth Schools

Piedmont Elementary
2827 Chambersburg Ave
Duluth, MN 55811

https://www.dpipaving.com/

Crack Filling

Crack Filling

Crack Filling

2200 LF Crack Sealing:
Crack seal singular cracks that are 1/4" - 1" and not in alligator areas. The cracks will be thoroughly cleaned of all foreign matter with an industrial air compressor. The cracks will then be properly sealed using the state of the art, oil jacketed system. The material is hydraulically agitated, then pressure fed through an oil- jacketed pump and injected under pressure directly into the crack at the optimum temperature to prevent decomposition of the material and to maximize adhesion.

Striping of bituminous per existing layout

Total Bid: $4,852

Terms
30% Down Payment
Net 15 Days
Price is good for 15 days from sent date.
Fuel surcharge of 1% of contract price for every $0.25 increase at pump price over $5.00.
This is a quotation on the goods named and subject to the conditions noted below:
Diversified Paving provides a one-year warranty unless stated otherwise in the description above. Diversified Paving is released from all warranty of the asphalt installation due to cold weather paving as it is not recommended to perform asphalt paving in temperatures under 35 degrees Fahrenheit. Diversified Paving does not guarantee water drainage on any surface that is less than 1.5% slope at the time of paving as this is the industry standard. Any alterations or deviations from the specifications above which incur an extra cost will be added to the final cost of the work done. These charges will be calculated based on what is usual and customary for the rates used on similar work done by Diversified Paving. Permits are not included in the price stated above unless noted in the proposal. Some jobs may require drainage correction into grass/lawn area. This will require re-grading of that area. The owner or general contractor is responsible for all sprinkler heads and private utilities. No black dirt, seed or sod included in the above price unless otherwise stated.

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

Sincerely,
Diversified Paving

Kyle Neu
Account Executive

Acceptance: As an authorized agent for the above, I accept this proposal for $ 4852.00.

Signature: _____ Date: _____.

INVOICE TO: **INDEPENDENT SCHOOL DISTRICT 709**
709 Portia Johnson Drive
Duluth, MN 55811

Purchasing: (218) 336-8738
Accounts Payable: (218) 336-8701
Email: ap.vendor@isd709.org
TAX ID: 8014301

Vendor 113628 **Fiscal Year:** 2025-2026 **Ship prepaid unless otherwise indicated.**

VENDOR
DIVERSIFIED PAVING
23633 66TH AVE
St. Augusta, MN 56301

Q-4404

SHIP TO
DENFELD HIGH SCHOOL
401 N 44th Ave W
DULUTH, MN 55807-1494

Attention to: BRYAN BROWN/KAB

Purchase Order Number	
01526057	DHS CRACK FILLING & LINE STRIPING

Quantity	Unit	Description	Unit Cost	Amount
1.00000		CRACK FILLING & LINE STRIPING AT DENFELD HIGH SCHOOL - 655 LF CRACK SEALING - STRIPING OF BITUMINOUS IN BACK LOT PER EXISTING LAYOUT SEE ATTACHED PROPOSAL DATED 7/18/2025 FOR FULL PROJECT DETAILS NOTE: BILL TO ADDRESS IS NOT ON THE PROPOSAL, PLEASE UPDATE YOUR RECORDS WITH: ISD 709 DULUTH PUBLIC SCHOOLS ACCOUNTS PAYABLE 709 PORTIA JOHNSON DRIVE DULUTH, MN 55811 OR EMAIL INVOICE TO: ap.vendor@isd709.org EMAIL PO TO: kyle@dpipaving.com	3,213.00000	3,213.00

Total: **$3,213.00**

Authorized Signature: Cathy Holman

Cathy Holman, Purchasing Coordinator

VENDOR - PLEASE NOTE FOR PROMPT PAYMENT:
1. Purchase Order number must appear on all correspondence, invoices, and packages.
2. Each Purchase Order must be invoiced separately.
3. See terms and conditions upon request.

Equal Opportunity Employer

PROPOSAL 4404



https://www.dpipaving.com/

23633 66th Ave
St. Cloud, MN 56301
763-421-4120

Proposal Submitted To

Bryan Brown
ISD #709 Duluth Schools

713 Portia Johnson Dr
55811
(320) 248-4440
bryan.brown@isd709.org

Work to be Performed At

Denfeld High School

401 N 44th Ave W
Duluth , MN

Company Contact

Kyle Neu
Account Executive

(320) 428-5670
kyle@dpipaving.com

7/18/2025

ESTIMATE DATE: 7/18/2025

Bryan Brown
ISD #709 Duluth Schools

Denfeld High School
401 N 44th Ave W
Duluth , MN

https://www.dpipaving.com/

Crack Filling

655 LF Crack Sealing:
Crack seal singular cracks that are 1/4" - 1" and not in alligator areas. The cracks will be thoroughly cleaned of all foreign matter with an industrial air compressor. The cracks will then be properly sealed using the state of the art, oil jacketed system. The material is hydraulically agitated, then pressure fed through an oil- jacketed pump and injected under pressure directly into the crack at the optimum temperature to prevent decomposition of the material and to maximize adhesion.

Includes striping of bituminous in back lot per existing layout

Total Bid: $3,213

Terms
30% Down Payment
Net 15 Days
Price is good for 15 days from sent date.
Fuel surcharge of 1% of contract price for every $0.25 increase at pump price over $5.00.
This is a quotation on the goods named and subject to the conditions noted below:
Diversified Paving provides a one-year warranty unless stated otherwise in the description above. Diversified Paving is released from all warranty of the asphalt installation due to cold weather paving as it is not recommended to perform asphalt paving in temperatures under 35 degrees Fahrenheit. Diversified Paving does not guarantee water drainage on any surface that is less than 1.5% slope at the time of paving as this is the industry standard. Any alterations or deviations from the specifications above which incur an extra cost will be added to the final cost of the work done. These charges will be calculated based on what is usual and customary for the rates used on similar work done by Diversified Paving. Permits are not included in the price stated above unless noted in the proposal. Some jobs may require drainage correction into grass/lawn area. This will require re-grading of that area. The owner or general contractor is responsible for all sprinkler heads and private utilities. No black dirt, seed or sod included in the above price

unless otherwise stated.

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

Sincerely,
Diversified Paving

Kyle Neu
Account Executive

Acceptance: As an authorized agent for the above, I accept this proposal for $ 32,500.00 .

Signature: _____ Date: 7/28/2025 .

INVOICE TO: **INDEPENDENT SCHOOL DISTRICT 709**
709 Portia Johnson Drive
Duluth, MN 55811

Purchasing: (218) 336-8738
Accounts Payable: (218) 336-8701
Email: ap.vendor@isd709.org
TAX ID: 8014301

Vendor 113628 **Fiscal Year:** 2025-2026 **Ship prepaid unless otherwise indicated.**

VENDOR
DIVERSIFIED PAVING
23633 66TH AVE
St. Augusta, MN 56301

Q-4405

SHIP TO
EAST HIGH SCHOOL
301 N 40TH AVE E
DULUTH, MN 55804

Attention to: BRYAN BROWN/KAB

Purchase Order Number	
01526051	EHS CRACK FILL AND SEALCOAT

Quantity	Unit	Description	Unit Cost	Amount
1.00000		CRACK FILL AND SEALCOAT AT DULUTH EAST HIGH SCHOOL	9,100.00000	9,100.00
		SEE ATTACHED PROPOSAL DATED 7/18/2025 FOR FULL PROJECT DETAILS		
		INCLUDED: 500 LF CRACK SEALING SEALCOATING STRIPING		
		NOTE: BILL TO ADDRESS IS NOT ON THE PROPOSAL, PLEASE UPDATE YOUR RECORDS WITH:		
		ISD 709 DULUTH PUBLIC SCHOOLS ACCOUNTS PAYABLE 709 PORTIA JOHNSON DRIVE DULUTH, MN 55811		
		OR EMAIL INVOICE TO: ap.vendor@isd709.org		
		EMAIL PO TO: kyle@dpipaving.com		
			Total:	**$9,100.00**

Authorized Signature: Cathy Holman

Cathy Holman, Purchasing Coordinator

VENDOR - PLEASE NOTE FOR PROMPT PAYMENT:
1. **Purchase Order number must appear on all correspondence, invoices, and packages.**
2. **Each Purchase Order must be invoiced separately.**
3. **See terms and conditions upon request.**

Equal Opportunity Employer

PROPOSAL

4405



https://www.dpipaving.com/

23633 66th Ave
St. Cloud, MN 56301
763-421-4120

Proposal Submitted To	Work to be Performed At	Company Contact
Bryan Brown ISD #709 Duluth Schools 713 Portia Johnson Dr 55811 (320) 248-4440 bryan.brown@isd709.org	East High School Crack Fill and Sealcoat 301 N 40th Ave E Duluth, MN 55804	Kyle Neu Account Executive (320) 428-5670 kyle@dpipaving.com

7/18/2025

ESTIMATE DATE: 7/18/2025

Bryan Brown
ISD #709 Duluth Schools

East High School Crack Fill and Sealcoat
301 N 40th Ave E
Duluth, MN 55804

https://www.dpipaving.com/

Crack Filling

Crack Filling

Crack Filling

500 LF Crack Sealing:
Crack seal singular cracks that are 1/4" - 1" and not in alligator areas. The cracks will be thoroughly cleaned of all foreign matter with an industrial air compressor. The cracks will then be properly sealed using the state of the art, oil jacketed system. The material is hydraulically agitated, then pressure fed through an oil- jacketed pump and injected under pressure directly into the crack at the optimum temperature to prevent decomposition of the material and to maximize adhesion.

Sealcoating

Apply 2 coats of pavement sealant is applied in thin coats to protect non-highway surfaces from possible damage from water, salt, oil, gasoline and excessive sun. Seal coating is considered to be one of the most important steps in the pavement management process, and it is definitely one of the most cost effective. Some of its many advantages include: improved visual attractiveness, increased pavement flexibility, reduction of oxidation and water penetration, resistance to oil and gas spills, ease of shoveling or sweeping and protection from pressure washing. Fill all 1/4" - 1" singular cracks with hot rubberized non-tracking tar.
Re-stripe per existing color and layout.

Striping

Striping of parking lot per existing layout

Total Bid: $9,100

Terms
30% Down Payment
Net 15 Days
Price is good for 15 days from sent date.

Fuel surcharge of 1% of contract price for every $0.25 increase at pump price over $5.00.
This is a quotation on the goods named and subject to the conditions noted below:

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

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

Sincerely,
Diversified Paving

Kyle Neu
Account Executive

Acceptance: As an authorized agent for the above, I accept this proposal for $ 9,100.00

Signature: Byron J. Brown Date: 7/23/2025

INVOICE TO: **INDEPENDENT SCHOOL DISTRICT 709**
709 Portia Johnson Drive
Duluth, MN 55811

Purchasing: (218) 336-8738
Accounts Payable: (218) 336-8701
Email: ap.vendor@isd709.org
TAX ID: 8014301

Vendor 113628 **Fiscal Year:** 2025-2026 **Ship prepaid unless otherwise indicated.**

VENDOR
DIVERSIFIED PAVING
23633 66TH AVE
St. Augusta, MN 56301

Q-4406

SHIP TO
LESTER PARK ELEMENTARY SCHOOL
5300 GLENWOOD ST
DULUTH, MN 55804

Attention to: BRYAN BROWN/KAB

Purchase Order Number	
01526053	LESTER PARK LINE STRIPING

Quantity	Unit	Description	Unit Cost	Amount
1.00000		LINE STRIPING AT LESTER PARK ELEMENTARY SCHOOL	2,343.00000	2,343.00
		- STRIPING OF BITUMINOUS PER EXISTING LAYOUT		
		SEE ATTACHED PROPOSAL DATED 7/22/2025 FOR FULL PROJECT DETAILS		
		NOTE: BILL TO ADDRESS IS NOT ON THE PROPOSAL, PLEASE UPDATE YOUR RECORDS WITH:		
		ISD 709 DULUTH PUBLIC SCHOOLS ACCOUNTS PAYABLE 709 PORTIA JOHNSON DRIVE DULUTH, MN 55811		
		OR EMAIL INVOICE TO: ap.vendor@isd709.org		
		EMAIL PO TO: kyle@dpipaving.com		
			Total:	**$2,343.00**

Authorized Signature: Cathy Holman

Cathy Holman, Purchasing Coordinator

VENDOR - PLEASE NOTE FOR PROMPT PAYMENT:
1. Purchase Order number must appear on all correspondence, invoices, and packages.
2. Each Purchase Order must be invoiced separately.
3. See terms and conditions upon request.

Equal Opportunity Employer

PROPOSAL

4406

https://www.dpipaving.com/

23633 66th Ave
St. Cloud, MN 56301
763-421-4120

Proposal Submitted To

Bryan Brown
ISD #709 Duluth Schools

713 Portia Johnson Dr
55811
(320) 248-4440
bryan.brown@isd709.org

Work to be Performed At

Lester Park Striping

5300 Glenwood St.
Duluth, MN 55804

Company Contact

Kyle Neu
Account Executive

(320) 428-5670
kyle@dpipaving.com

7/22/2025

ESTIMATE DATE: 7/22/2025

Bryan Brown
ISD #709 Duluth Schools

Lester Park Striping
5300 Glenwood St.
Duluth, MN 55804

https://www.dpipaving.com/

-Striping of bituminous per existing layout

Total Bid: $2,343

Terms
30% Down Payment
Net 15 Days
Price is good for 15 days from sent date.
Fuel surcharge of 1% of contract price for every $0.25 increase at pump price over $5.00.
This is a quotation on the goods named and subject to the conditions noted below:

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

The above stated price is good for 15 calendar days from the sent date. A 30% down payment is required prior to the start date. An interest charge at the rate of 1.5% per month shall be charged on any and all balances 30 calendar days past due. Payment schedule is specified and expected. A fuel surcharge of 1% of contract price for every $0.25 increase at pump price over $5.00 will be enforced Diversified Paving will have the right to cease work immediately and to demand either a payment bond or an escrow of funds for the work it is to do if it has a reasonable basis to believe the owners or general contractors financial responsibility is impaired. Diversified Paving may terminate this agreement if such

demand is not met within 14 calendar days. Diversified Paving may file appropriate liens or bond claims, as the case may be, to assure payment of the work completed up to date of termination. The owner or general contractor, by acceptance of this proposal, agrees to pay all cost of collections, including reasonable attorney's fees incurred, in order to recover any amounts due or to become due herein. Liens or bond claims will be filed within the periods prescribed by law if any balance due herein becomes 45 calendar days past due.

Sincerely,
Diversified Paving

Kyle Neu
Account Executive

Acceptance: As an authorized agent for the above, I accept this proposal for $2343.00.

Signature: _____ Date: 7/28/2025

INVOICE TO: **INDEPENDENT SCHOOL DISTRICT 709**
709 Portia Johnson Drive
Duluth, MN 55811

Purchasing: (218) 336-8738
Accounts Payable: (218) 336-8701
Email: ap.vendor@isd709.org
TAX ID: 8014301

Vendor 113628 **Fiscal Year:** 2025-2026 **Ship prepaid unless otherwise indicated.**

VENDOR
DIVERSIFIED PAVING
23633 66TH AVE
St. Augusta, MN 56301

Q-4406

SHIP TO
LAURA MACARTHUR ELEMENTARY SCHOOL
720 N Central Ave
DULUTH, MN 55807

Attention to: BRYAN BROWN/KAB

Purchase Order Number	
01526054	LAURA MAC LINE STRIPING

Quantity	Unit	Description	Unit Cost	Amount
1.00000		LINE STRIPING AT LAURA MACARTHUR ELEMENTARY SCHOOL - STRIPING OF BITUMINOUS PER EXISTING LAYOUT SEE ATTACHED PROPOSAL DATED 7/22/2025 FOR FULL PROJECT DETAILS NOTE: BILL TO ADDRESS IS NOT ON THE PROPOSAL, PLEASE UPDATE YOUR RECORDS WITH: ISD 709 DULUTH PUBLIC SCHOOLS ACCOUNTS PAYABLE 709 PORTIA JOHNSON DRIVE DULUTH, MN 55811 OR EMAIL INVOICE TO: ap.vendor@isd709.org EMAIL PO TO: kyle@dpipaving.com	1,780.00000	1,780.00

Total: **$1,780.00**

Authorized Signature: Cathy Holman

Cathy Holman, Purchasing Coordinator

VENDOR - PLEASE NOTE FOR PROMPT PAYMENT:
1. Purchase Order number must appear on all correspondence, invoices, and packages.
2. Each Purchase Order must be invoiced separately.
3. See terms and conditions upon request.

Equal Opportunity Employer

PROPOSAL

4406



https://www.dpipaving.com/

23633 66th Ave
St. Cloud, MN 56301
763-421-4120

(320) 428-5670
kyle@dpipaving.com

Proposal Submitted To	Work to be Performed At	Company Contact
Bryan Brown ISD #709 Duluth Schools 713 Portia Johnson Dr 55811 (320) 248-4440 bryan.brown@isd709.org	Laura MacArthur Elementary Striping 720 N Central Ave Duluth, MN 55807	Kyle Neu Account Executive (320) 428-5670 kyle@dpipaving.com

7/22/2025

ESTIMATE DATE: 7/22/2025

Bryan Brown
ISD #709 Duluth Schools

Laura MacArthur Elementary Striping
720 N Central Ave
Duluth, MN 55807

https://www.dpipaving.com/

-Striping of bituminous per existing layout

Total Bid: $1,780

Terms
30% Down Payment
Net 15 Days
Price is good for 15 days from sent date.
Fuel surcharge of 1% of contract price for every $0.25 increase at pump price over $5.00.
This is a quotation on the goods named and subject to the conditions noted below:

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

The above stated price is good for 15 calendar days from the sent date. A 30% down payment is required prior to the start date. An interest charge at the rate of 1.5% per month shall be charged on any and all balances 30 calendar days past due. Payment schedule is specified and expected. A fuel surcharge of 1% of contract price for every $0.25 increase at pump price over $5.00 will be enforced Diversified Paving will have the right to cease work immediately and to demand either a payment bond or an escrow of funds for the work it is to do if it has a reasonable basis to believe the owners or general contractors financial responsibility is impaired. Diversified Paving may terminate this agreement if such demand is not met within 14 calendar days. Diversified Paving may file appropriate liens or

bond claims, as the case may be, to assure payment of the work completed up to date of termination. The owner or general contractor, by acceptance of this proposal, agrees to pay all cost of collections, including reasonable attorney's fees incurred, in order to recover any amounts due or to become due herein. Liens or bond claims will be filed within the periods prescribed by law if any balance due herein becomes 45 calendar days past due.

Sincerely,
Diversified Paving

Kyle Neu
Account Executive

Acceptance: As an authorized agent for the above, I accept this proposal for $ 1786.00.

Signature: _____ Date: 7/28/2025.

INVOICE TO: **INDEPENDENT SCHOOL DISTRICT 709**
709 Portia Johnson Drive
Duluth, MN 55811

Purchasing: (218) 336-8738
Accounts Payable: (218) 336-8701
Email: ap.vendor@isd709.org
TAX ID: 8014301

Vendor 113668 **Fiscal Year:** 2025-2026 **Ship prepaid unless otherwise indicated.**

VENDOR
ASPHALT OF DULUTH
5457 MORRIS THOMAS RD
HERMANTOWN, MN 55810

Q-4406

SHIP TO
LAKEWOOD ELEMENTARY SCHOOL
5207 N TISCHER RD
DULUTH, MN 55804

Attention to: BRYAN BROWN/KAB

Purchase Order Number	
01526060	LAKEWOOD PARKING LOT CRACK SEAL AND RESTRIPE

Quantity	Unit	Description	Unit Cost	Amount
1.00000		PARKING LOT CRACK SEAL AND RESTRIPE AT LAKEWOOD ELEMENTARY SCHOOL SEE ATTACHED QUOTE DATED 07/28/2025 FOR FULL PROJECT DETAILS NOTE: BILL TO ADDRESS IS NOT ON THE QUOTE, PLEASE UPDATE YOUR RECORDS WITH: ISD 709 DULUTH PUBLIC SCHOOLS ACCOUNTS PAYABLE 709 PORTIA JOHNSON DRIVE DULUTH, MN 55811 OR EMAIL INVOICE TO: ap.vendor@isd709.org EMAIL PO TO: kevin@aodmn.com	1,340.00000	1,340.00

Total: **$1,340.00**

Authorized Signature: Cathy Holman

Cathy Holman, Purchasing Coordinator

VENDOR - PLEASE NOTE FOR PROMPT PAYMENT:
1. Purchase Order number must appear on all correspondence, invoices, and packages.
2. Each Purchase Order must be invoiced separately.
3. See terms and conditions upon request.

Equal Opportunity Employer

INVOICE TO: **INDEPENDENT SCHOOL DISTRICT 709**
709 Portia Johnson Drive
Duluth, MN 55811

Purchasing: (218) 336-8738
Accounts Payable: (218) 336-8701
Email: ap.vendor@isd709.org
TAX ID: 8014301

Vendor 113628 **Fiscal Year:** 2025-2026 **Ship prepaid unless otherwise indicated.**

VENDOR
DIVERSIFIED PAVING
23633 66TH AVE
St. Augusta, MN 56301

Q-4404

SHIP TO
CONGDON PARK ELEMENTARY SCHOOL
3116 E SUPERIOR ST
DULUTH, MN 55812

Attention to: BRYAN BROWN/KAB

Purchase Order Number	
01526055	CONGDON LINE STRIPING

Quantity	Unit	Description	Unit Cost	Amount
1.00000		LINE STRIPING AT CONGDON ELEMENTARY SCHOOL	1,530.00000	1,530.00
		- STRIPING OF BITUMINOUS PER EXISTING LAYOUT		
		SEE ATTACHED PROPOSAL DATED 7/22/2025 FOR FULL PROJECT DETAILS		
		NOTE: BILL TO ADDRESS IS NOT ON THE PROPOSAL, PLEASE UPDATE YOUR RECORDS WITH:		
		ISD 709 DULUTH PUBLIC SCHOOLS ACCOUNTS PAYABLE 709 PORTIA JOHNSON DRIVE DULUTH, MN 55811		
		OR EMAIL INVOICE TO: ap.vendor@isd709.org		
		EMAIL PO TO: kyle@dpipaving.com		

Authorized Signature:

Total: **$1,530.00**

VENDOR - PLEASE NOTE FOR PROMPT PAYMENT:
1. Purchase Order number must appear on all correspondence, invoices, and packages.
2. Each Purchase Order must be invoiced separately.
3. See terms and conditions upon request.

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Page 1 of 1

Authorized Signature: Cathy Holman

Cathy Holman, Purchasing Coordinator

VENDOR - PLEASE NOTE FOR PROMPT PAYMENT:
1. Purchase Order number must appear on all correspondence, invoices, and packages.
2. Each Purchase Order must be invoiced separately.
3. See terms and conditions upon request.

Equal Opportunity Employer

Page 1 of 1

ESTIMATE DATE: 7/22/2025

Bryan Brown
ISD #709 Duluth Schools

Conden Park Elementary School
3116 E Superior St.
Duluth, MN 55812

https://www.dpipaving.com/

Striping of bituminous per existing layout

Total Bid: $1,530

Terms
30% Down Payment
Net 15 Days
Price is good for 15 days from sent date.
Fuel surcharge of 1% of contract price for every $0.25 increase at pump price over $5.00.
This is a quotation on the goods named and subject to the conditions noted below:

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The above stated price is good for 15 calendar days from the sent date. A 30% down payment is required prior to the start date. An interest charge at the rate of 1.5% per month shall be charged on any and all balances 30 calendar days past due. Payment schedule is specified and expected. A fuel surcharge of 1% of contract price for every $0.25 increase at pump price over $5.00 will be enforced Diversified Paving will have the right to cease work immediately and to demand either a payment bond or an escrow of funds for the work it is to do if it has a reasonable basis to believe the owners or general contractors financial responsibility is impaired. Diversified Paving may terminate this agreement if such demand is not met within 14 calendar days. Diversified Paving may file appropriate liens or

bond claims, as the case may be, to assure payment of the work completed up to date of termination. The owner or general contractor, by acceptance of this proposal, agrees to pay all cost of collections, including reasonable attorney's fees incurred, in order to recover any amounts due or to become due herein. Liens or bond claims will be filed within the periods prescribed by law if any balance due herein becomes 45 calendar days past due.

Sincerely,
Diversified Paving

Kyle Neu
Account Executive

Acceptance: As an authorized agent for the above, I accept this proposal for $ $1530.00.

Signature: [signature] Date: 7/28/2025

Customer Order Form
Cisco Products and Services

Seller: CDW Direct, LLC		
Customer: INDEPENDENT SCHOOL DISTRICT 709		
Subscription Term Start Date: Align with Cisco Start Date		
Initial Subscription Term: 12 Months*	Subscription Payment: Annual	Auto Renew: No

Cloud Service Description	Unit Quantity	Annual Unit Fee	UOM	Annual Total Service Fee	Initial Subscription Term Total Service Fee
EntW On-Premises Calling	1200	$59.22	Per Each	$71,064.00	$71,064.00
Unified Attendant Console Standard	3	$161.88	Per User	$485.64	$485.64
Total Service Fees		**$221.10**		**$71,549.64**	**$71,549.64**

INCLUDED ITEMS

Collaboration Flex Plan 3.0	1	
Cloud Device Registration Entitlement	1440	Per User
Emergency Responder Smart License (1)	3600	Per User
Pro Pack for Cisco Control Hub Entitlement	1440	Per User
Basic Support for Flex Plan	1200	Per Each
Expressway Rich Media Session included with Flex (1)	240	Per Units
On-Premises Smart License - EA (1)	1440	Per User
Education Customer	1	Per Each
File Storage Entitlement	28800	Per User
Common Area Smart License (1)	600	Per User
On-Premises SW Bundle v15	1	Per User
Unity Connection Smart License (1)	1440	Per User
Session Manager	1	Per User
SRST Endpoints (1)	2400	Per User

Cloud Service Description	Unit Quantity	Annual Unit Fee	UOM	Annual Total Service Fee	Initial Subscription Term Total Service Fee
Expressway Version 15 Restricted Software	1		Per Each		
Messaging Entitlement	1440		Per User		
Access Smart License (1)	240		Per User		

Initial Subscription Term Total : $71,549.64

Terms:

1. **TERMS AND CONDITIONS** - Customer's obligations to Seller under this Subscription Order Form, including its payment obligations are subject to the Terms and Conditions of Sales and Service Projects on Seller's website at www.CDW.com, unless Customer has entered into a written agreement with Seller covering Customer's purchase of products and services from Seller ("Existing Customer Agreement"), in which case Customer's obligations shall be subject to the terms of such Existing Customer Agreement.

2. **TAXES** – Customer acknowledges that Seller will provide separate invoices for the Webex service and the Cisco Calling Plan service. The seller will collect applicable sales tax for the Webex service. If the Customer selects a Cisco Calling Plan service, the Seller will collect all indirect and telecommunication taxes and remit such taxes to Cisco on behalf of their affiliate Broadsoft Adaption LLC, the provider of the Cisco Calling Plan.

3. **PAYMENT** – Customer will pay all Fees for the use of the Cisco Products and Services as outlined in Seller's invoice within 30 days after the date of the invoice or by such other payment terms that may have been negotiated between Customer and Seller. In addition to the Subscription Fee, the Customer will also be responsible for all additional fees for any subscription renewals and extensions, metered usage components consumed by the Customer, including any True Forward or Exceptional Growth charges as referenced in the Cisco Terms (as defined below), audio fees, and other subscriptions, features, products, services, or add-ons that Customer uses within the Cisco Products and Services. Seller will invoice Customer for the Subscription Fee periodically as set forth in this Customer Order Form unless otherwise agreed to between the parties. Seller will invoice for any usage, consumption, True Forward, overage, or any other additional fees based on Cisco's billing schedule for such charges. The Subscription Fee and all additional fees due hereunder are collectively referred to as "Fees".

4. **SERVICE SUSPENSION** – In addition to any other rights Seller may have, Seller may suspend or terminate the Cisco Products and Services if Customer fails to pay any Fees within ten (10) business days after the applicable due date.

5. **NON-CANCELLABLE/NON-REFUNDABLE** - The Cisco Products and Services purchased under this Customer Services Order Form are non-cancellable and all Fees paid to Seller are non-refundable.

BY SIGNING BELOW OR PLACING AN ORDER FOR ABOVE PRODUCTS, Customer acknowledges and agrees: (1) that it is receiving the Cisco Products and Services directly from Cisco Systems, Inc. ("Cisco") and hereby agrees to the Cisco's terms and conditions ("Cisco Terms"), which can be found at Cisco's Customer Contract Experience site at the following URL: https://www.cisco.com/site/us/en/about/legal/contract-experience/index.html which includes Cisco's General Terms at the following URL: https://www.cisco.com/c/dam/en_us/about/doing_business/legal/Cisco_General_Terms.pdf and the Offer Descriptions at the following URL: https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html#-offer-descriptions-product (2) that Cisco or its affiliates and not Seller will be responsible for the performance of the Cisco Products and Services.

CUSTOMER AUTHORIZED REPRESENTATIVE

Signature: Simone Zunich

Name: Simone Zunich

Title: Exec. Dir. Finance, Business Services

Date: 7.16.25

Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

ASHLEY BBARONEERSPAM,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PNDB363	7/24/2025	81326005	745022	$540.00

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
BITWARDEN ENT PASSWORD MANAGER Mfg. Part#: PTR-PM-ENT-1 Electronic distribution - NO MEDIA Contract: MARKET	10	7810479	$54.00	$540.00

Simone Zmuda
ok to pay
PO created 8.4.25
01E012110.000405.000

SUBTOTAL	$540.00
SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	$540.00

PURCHASER BILLING INFO	DELIVER TO
Billing Address: INDEPENDENT SCHOOL DISTRICT 709 ACCTS PAYABLE 709 PORTIA JOHNSON DR DULUTH, MN 55811-2898 **Phone:** (218) 723-4127 **Payment Terms:** NET 30 Days-Govt/Ed	**Shipping Address:** ISD 709 TECHNOLOGY DEPT ATTN: ASHLEY B BARONE 713 PORTIA JOHNSON DR DULUTH, MN 55811-2898 **Phone:** (218) 723-4127 **Shipping Method:** ELECTRONIC DISTRIBUTION
	Please remit payments to:
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Mayank Srivastava | (866) 626-8519 | mayasri@cdw.com

Need Help?

 My Account

 Support

 Call 800.800.4239

About Us | Privacy Policy | Terms and Conditions

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager.

© 2025 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

INVOICE TO: **INDEPENDENT SCHOOL DISTRICT 709**
709 Portia Johnson Drive
Duluth, MN 55811

Purchasing: (218) 336-8738
Accounts Payable: (218) 336-8701
Email: ap.vendor@isd709.org
TAX ID: 8014301

Vendor 113656 **Fiscal Year:** 2025-2026 **Ship prepaid unless otherwise indicated.**

VENDOR
ARK DATA CENTERS
460 12TH AVE SE
SUITE 100
CEDAR RAPIDS, IA 52401

SHIP TO
ISD 709 TECHNOLOGY DEPT
713 Portia Johnson Drive
DULUTH, MN 55811

Attention to: Ashley B Barone

Purchase Order Number	
81326042	ANNUAL

Quantity	Unit	Description	Unit Cost	Amount
1.00000		CRITICAL LOAD POWER DELIVER AND ASSOCIATED CABINETS DULUTH/GREEN BAY LOCATIONS SEE ATTACHED ORIGINAL INVOLTA QUOTE ARK QUOTE & ARK MODIFCATION QUOTE GOOD FOR 10 MONTHS, FROM 7/1/25-4/30/26 MARK FOR: JESSE WHEELER EMAIL PO TO: nhyland@arkdna.com	58,170.	58,170.10
			Total:	**$58,170.10**

- Additional 5,069.90 / 10 months

Authorized Signature: Cathy Holman

Cathy Holman, Purchasing Coordinator

VENDOR - PLEASE NOTE FOR PROMPT PAYMENT:
1. Purchase Order number must appear on all correspondence, invoices, and packages.
2. Each Purchase Order must be invoiced separately.
3. See terms and conditions upon request.

Equal Opportunity Employer
Printed: 07/28/2025

DocuSign Envelope ID: 09A94D3D-233E-46E4-BEB9-A211D7115585

additionally per/month

Service Order Modification

ark data centers

PREPARED FOR:

Service Order Modification # Q-08465

Account Name	Duluth Public Schools - ISD 709	**Proposal Name**	Duluth Public Schools - ISD 709[ ]Amendment to Q-00022538_6thAveToTech_v2
Contact Name	Bart Smith	**Date**	6/16/2024
Billing Address	Accounts Payable 709 Portia Johnson Drive, Duluth, Minnesota, 55811		
		Account Manager	Nick Hyland
MSA Number	MSA201505114570	**Phone**	
		Email	nhyland@arkdna.com
Account Number	0000004954		

This Service Order Modification ("SOM") amends Service Order # Q-00022538 (the "Service Order").

MODIFICATION TO SERVICES:

The Service Order is modified by the Change set forth below.

"Change" Description: **Cancelled** – quantity of existing services are being removed the Service Order. **Incremented** – quantity of existing services are being added to Service Order. **New** – quantity of new services being added to Service Order.

Monthly Recurring

Change	QTY	Product Name	Product Code	Specifications	UNIT PRICE	EXT PRICE
Cancelled	-2.00	Colo Cabinet	INV-CAB-General Population-42-Duluth 6th Ave		$625.00	$-1,250.00

Cancelled	-5.00	Colo Power KVA	INV-KVA-Duluth 6th Ave		$156.00	$-780.00
Cancelled	-5.00	Fiber Pair Cross Connect	INV-XCON-FP-Duluth 6th Ave		$111.00	$-555.00
New	7.00	SecurePower Colocation	INV-COLO-All-In-Duluth Tech Drive		$334.57	$2,341.99
New	6.00	Fiber Pair Cross Connect	INV-XCON-FP-Duluth Tech Drive		$125.00	$750.00
					Monthly Recurring TOTAL:	$506.99

TERMS & CONDITIONS:

The Service Order is further amended by striking Section VI.A of the Service Order in its entirety and replacing it with:

A. This Service Order is incorporated into and made a part of that certain Master Services Agreement between the parties with an effective date of May 23, 2013 ("MSA"). The Involta Terms and Conditions Schedule (the "TC Schedule") as found at http://tc.involta.com, is incorporated here by this reference.

This SOM is incorporated into and made a part of the Service Order referenced above.

All provisions of the Service Order referenced above which are not modified by this SOM remain in full force and effect.

ACCEPTANCE:

Each of the undersigned represents that the undersigned has:

read and understands this SOM and has full power and authority to sign it;

agrees and acknowledges that this SOM is incorporated into the MSA; and,

signed this SOM effective as of 6/16/2024

***** Remainder of Page Left Bank Intentionally - Signature Page to Follow *****

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Customer (legal name): Duluth Public Schools - ISD 709	**ark data centers, LLC**
Individual signing: Simone Zunich	**Individual signing:** Brandon Yansky
Signature: DocuSigned by: Simone Zunich E8A9815704064D6...	**Signature:** DocuSigned by: Brandon Yansky 0574DD63BE01457...
Title: Exec Director of Bs Services	**Title:** VP of Sales
Signing Date: 6/26/2024	**Signing Date:** 6/26/2024
Purchase Order #:	
Email (for Notice of Service Start Date):	

original order

SERVICE ORDER MODIFICATION

Involta

PREPARED FOR:

Account Name	Duluth Public Schools - ISD 709
Contact Name	Bart Smith
Billing Address	4316 Rice Lake Road, Suite 10 Duluth, Minnesota 55811
MSA Number	MSA201505114570
Contract Term	60 Months
Account Number	0000004954

Service Order Modification #	Q-00024396
Proposal Name	Duluth Public Schools - ISD 709[ ]colo mod.
Date	6/21/2023
Account Manager	Jillian Martin
Phone	
Email	jmartin@involta.com

This Service Order Modification (SOM) amends Service Order (SO) # Q-00022538

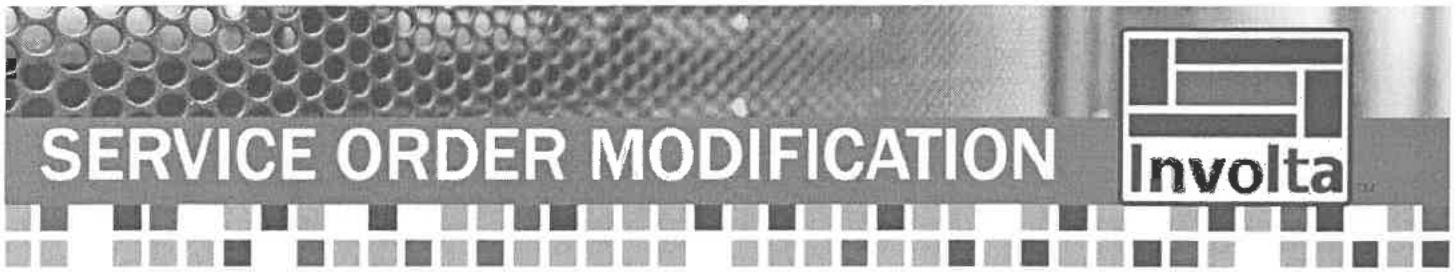
MODIFICATION TO SERVICES:

The following replace those in the Service Order for the Product listed below.

Change Description: **Cancelled** – quantity of existing services are being removed from existing service order. **Incremented** – quantity of existing services are being added to existing service order. **New** – quantity of new services being added to existing service order.

Change	QTY	Product Name	Product Code	UNIT PRICE	EXT PRICE
	2	Colo Cabinet	INV-CAB-General Population-42-Duluth 6th Ave	625.00	1,250.00
	5	Colo Power KVA	INV-KVA-Duluth 6th Ave	156.00	780.00
	5	Fiber Pair Cross Connect	INV-XCON-FP-Duluth 6th Ave	111.00	555.00
				Monthly Recurring Charges	2,585.00

Change	QTY	Product Name	Product Code	UNIT PRICE	EXT PRICE
	2	Colo Cabinet	INV-CAB-General Population-42-Duluth 6th Ave	0.00	0.00
	5	Fiber Pair Cross Connect	INV-XCON-FP-Duluth 6th Ave	0.00	0.00
				Non-Recurring Charges	0.00



DESCRIPTION OF IMPLEMENTATION REQUIREMENTS, IF ANY, WHICH SHALL NOT BE AN AMENDMENT TO THE DESCRIPTION OF SERVICES:

TERMS & CONDITIONS:

This Service Order Modification is incorporated into and made a part of the Service Order referenced above.

All provisions of the Service Order referenced above which are not modified by this Service Order Modification remain in full force and effect. The provisions of each of the Service Descriptions attached as an Exhibit or Exhibits to this Service Order Modification or, in the event no such Exhibit, or Exhibits, is attached, then as found at http://sd.involta.com , which, in either case, are incorporated here by this reference.

CONFIDENTIALITY:

Client agrees that this Service Order, including without limitation the description of services and the pricing, is the sole and exclusive property of Involta, and shall treat them on a confidential basis and not disclose the same to any third party.

DISCLAIMER, ACKNOWLEDGEMENT, AND CONSENT:

To the extent this Service Order includes Services which Client can unilaterally increase or decrease its consumption or usage (i.e. a "pay-as-you go" or "consumption-based" service delivery model or platform), Client agrees to pay Involta for the all fees and charges based upon the higher of the amount or level of Services ordered by Client or actually used or consumed by Client.

Client acknowledges that the use of any Services provided by a third-party provider (including, but not limited to, Microsoft Azure, AWS or Google) ("Third Party Providers") are at all times subject to said Third-Party Provider's initial and continuing acceptance of Client, any terms and conditions, any change in the terms and conditions, features or functionality, including the termination of certain offerings or functionality (the "Third Party Terms"). Involta will use commercially reasonable efforts to provide Client with advance notice of any changes or termination of certain offerings. Client agrees to be bound by, and comply with, all Third Party Terms. In the event of any change in Third Party Terms which has a materially adverse impact on Client, Client may elect to terminate the Services governed by such changed Third Party Terms, and the parties will cooperate to develop a transition plan. Any post termination retrieval of data is subject to the Third Party Provider's standard policy at the time of termination.

SERVICE ORDER MODIFICATION

Involta

ACCEPTANCE:

Each of the undersigned represents that the undersigned has:

read and understands this SOM and has full power and authority to sign it;

agrees and acknowledges that this SOM is incorporated into the MSA; and,

signed this SOM effective as of 6/21/2023

Customer (legal name): **Duluth Public Schools - ISD 709**	**Involta, LLC**
Individual signing:	**Individual signing:**
Signature:	**Signature:**
Title:	**Title:**
Signing date:	**Signing date:**
Purchase Order #:	

DocuSign Envelope ID: C6418013-0EC8-48B1-B4AB-7226FE33DA23

Service Order

ark | data centers

PREPARED FOR:

Account Name Duluth Public Schools - ISD 709
Contact Name Simone Zunich
Billing Address Accounts Payable
709 Portia Johnson Drive,
Duluth,
Minnesota,
55811

MSA Number MSA201505114570
Contract Term 22 months
Account Number 0000004954

SERVICE ORDER # Q-08466

Proposal Name Duluth Public Schools - ISD 709[ ]Colo GB_v1
Date 6/16/2024

Account Manager Nick Hyland
Phone
Email nhyland@arkdna.com

I. SERVICES:

Monthly Recurring

QTY	Product Name	Product Code	Specifications	UNIT PRICE	EXT PRICE
3.00	SecurePower Colocation	INV-COLO-All-In-Green Bay		$358.34	$1,075.02
10,000.00	ION InterDC Connectivity per Mbps	INV-IDC-DULUTH-DULUTH	linear inter-dc bandwidth between Green Bay and Duluth arc data centers	$0.15	$1,500.00
1.00	Fiber Pair Cross Connect	INV-XCON-FP-Green Bay		$150.00	$150.00
				Monthly Recurring TOTAL:	$2,725.02

USAGE CHARGES ABOVE COMMITTED AMOUNT, if any:

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II. DESCRIPTION OF IMPLEMENTATION REQUIREMENTS, IF ANY, WHICH SHALL NOT BE AN AMENDMENT TO THE DESCRIPTION OF SERVICES:

A. Summary Overview of Services, if any:

The Client critical load power delivery and associated cabinets will be located at the ark Green Bay data center;
1.) 3 kW of critical load power delivery;
2.) Client has chosen 1 24" W x 48" D x 42 U standard computer equipment cabinets;
3.) Power will be delivered to the cabinet(s) using 2 (two) 208 V/30 A Single Phase circuits per cabinet;
4.) Client will be billed in a single monthly invoice for power delivery and power consumption

**Client will need to supply 2 PDUs that support 208/30 Single Phase

B. Projected number of days from Signature Date on which Services listed are expected to begin, if different than the table in Section III below:

III. PROJECTED SERVICE START DATE:

Subject to the availability of resources, including, but not limited to, people, facilities, travel and hardware lead times, for the Services in each of the categories listed under the column with the heading "Type of Service," unless a different number of days is stated in Section II above, the projected Service Start Date (defined below) for such Service is the number of days listed in the column with the heading "Days from Signature Date."

Type of Service	Days from Signature Date
Single Product or Additions to Existing Managed Services	15
Standard Managed Services	45
Standard Colocation	30
Third-Party Circuits	100
Migrations, Dedicated Infrastructure, Non-Standard Services & Consulting	As set forth in Section II

IV. TERM and TERMINATION:

A. This Service Order is made effective as of the last date show in the signature block below (the "Effective Date") and shall continue until the earlier of the end of the Term (defined below), or termination in accordance with this Service Order or the MSA.

B. Each of the Services will begin on the earlier of (i) the date ark provides written notice to Client at the email address in Section IX that each such Service is available, or (ii) 120 days after the dates projected on the table above, or in Section II above, as applicable (the "Service Start Date").

C. Unless otherwise expressly set forth in Section II, the Services will begin on the earliest (first) Service Start Date, and unless terminated earlier as provided in this Service Order, will continue

through the completion of that period of time stated above as the Contract Term following the latest (or last) Service Start Date (the "Initial Term").

D. Unless terminated earlier as provided herein, upon expiration of the Initial Term (defined below), this Service Order shall be automatically renewed for a successive one (1) year terms at ark's then-current list price, rates and fees, available upon request (each a "Renewal Term," and together with the Initial Term, referred to collectively as the "Term").

E. Either party may terminate this Service Order at the end of the Initial Term by providing written notice to the other at least ninety (90) days prior to the end of the Initial Term. Either party may terminate this Service Order at the end of any Renewal Term by providing written notice to the other at least thirty (30) days prior to the end of any Renewal Term. This Service Order may be terminated for Cause, but not for convenience, by either party upon giving notice of termination in writing to the other party at least ninety (90) days in advance of termination. "Cause" means any material breach which remains uncured for a period of thirty (30) days following written notice describing the material breach. In the event Client terminates this Service Order for any reason other than for Cause, Client is responsible for payment of fees for the duration of the term stated above. If ark terminates this Service Order without Cause, ark will refund any pre-paid monies on a pro-rated basis for services not rendered. If either party is in default of payment or breach of Agreement as provided in the MSA, then the provisions of the MSA will apply.

V. INVOICING; PAYMENT TERMS:

A. *Invoicing.* Except as expressly provided Section II above, ark shall invoice Client as follows:
   i. Monthly Recurring charges shall be invoiced beginning immediately after the Service Start Date; except as provided in Section V.A.iv below;
   ii. Non-Recurring charges shall be invoiced upon Effective Date
   iii. Hardware shall be invoiced when shipped; and
   iv. In the event that ark reasonably determines that any Service availability is delayed due to Client failure or refusal to deliver information or cooperation reasonably requested by ark, then the Monthly Recurring charges for such Services will be invoiced, accrue and be due and owing, five (5) calendar days after the second written request for such information or cooperation.

B. *Payment Terms.* Client shall pay all Monthly Recurring charges monthly in advance, within *fifteen (15)* days after the date on each invoice, for each Service, from the Services Start Date through the end of Term. Client shall pay all other fees and charges within *fifteen (15)* days after the date on each billing. All taxes and governmental fees and charges, if applicable, are not included in the above referenced pricing.

VI. TERMS & CONDITIONS:

A. This Service Order is incorporated into and made a part of that certain Master Services Agreement between the parties with an effective date of May 23, 2013 ("MSA"). The Involta Terms and Conditions Schedule (the "TC Schedule") as found at http://tc.involta.com, is incorporated here by this reference.

B. Product Codes in the table above under the heading of Services are defined in Service Descriptions. The provisions of each of the Service Descriptions attached as an Exhibit or Exhibits to this Service Order and, in addition to the attached Exhibit or Exhibits, if any, the Service Descriptions found at http://sd.arkdna.com, all of which include additional information on the Product Codes listed above, are incorporated here by this reference.

C. Any number of hours set forth above in the SERVICES section under the QTY heading are an estimate only, based on the information provided to ark by Client as of the effective data of this Service Order. In the event information charges, or new information becomes available, the estimate of hours may not be sufficient to complete the applicable project. Notwithstanding anything to the contrary herein, Client agrees to pay ark for the actual hours expended by ark in performance of the Services.

D. If there is a conflict between the Specifications (as set forth in the Product Table in Section 1) and a Service Description, the Service Description shall govern and control.

VII. SUPPLEMENTAL SERVICES:

A. ark will provide services outside the scope of this Service Order on a time plus materials and expenses basis (a) when requested and authorized by the Authorized Client Representative during Normal Business Hours (defined below); and/or (b) when requested and authorized by any agent of Client outside Normal Business Hours. "Normal Business Hours" shall mean 8:00AM. to 5:00PM local time, Mondays through Fridays, exclusive of holidays. For all work performed outside the scope of this Service Order, ark shall prepare and submit invoices to Client on the 15th and last business day of each month. Fee schedule will be based on the then-current ark IT Services Rate Card ("Standard Rates") plus travel expenses (if services are provided other than inside the data center) and any applicable sales tax. Standard Rates are from 8:00AM to 5:00PM local time. Fee schedule for nights and weekends are 1.5 times Standard Rates and holidays are two (2) times Standard Rates.

B. Travel expenses are billed at actual cost and mileage at the current IRS rate, portal to portal. Travel expenses include applicable lodging, meals, airfare, and car rental.

VIII. CONFIDENTIALITY:

Client agrees that this Service Order, including without limitation the description of services and the pricing, is the sole and exclusive property of ark, and shall treat them on a confidential basis and not disclose the same to any third party.

IX. ACCEPTANCE:

Each of the undersigned represents that the undersigned has (i) read and understands this Service Order and has full power and authority to sign it, and (ii) agrees and acknowledges that this Service Order is incorporated into the MSA.

***** Remainder of Page Left Bank Intentionally - Signature Page to Follow *****

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Customer (legal name): Duluth Public Schools - ISD 709	**ark data centers, LLC**
Individual signing: Simone Zunich	**Individual signing:** Brandon Yansky
Signature: DocuSigned by: Simone Zunich E8A9815704064D6...	**Signature:** DocuSigned by: Brandon Yansky 0574DD63BE01457...
Title: Exec Director of Bs Services	**Title:** VP of Sales
Signing Date: 6/25/2024	**Signing Date:** 6/25/2024
Purchase Order #:	
Email (for Notice of Service Start Date):	

CONSULTANT AGREEMENT

THIS AGREEMENT, by and between COSTIN GROUP MINNESOTA, INC. hereinafter referred to as "Consultant," and the Duluth Public Schools, a political subdivision of the State of Minnesota, hereinafter referred to as "DPS."

RECITALS

WHEREAS, Consultant will provide government relations, public relations, and other related services assistance to the DPS; and

WHEREAS, DPS has asked for advice from the Consultant;

NOW, THEREFORE, DPS and Consultant, for good and valuable mutual consideration and with the intent of being legally bound, agree as follows:

1. **Scope of Services:** Consultant shall perform government relations, public relations, and related services directed and approved by the DPS Superintendent.

2. **Compensation to Consultant:** In consideration of the services to be performed by Consultant pursuant to this Agreement, DPS agrees to make payment to Consultant at the rate of $ 3,000 per month retainer, no expenses. Consultant shall bill DPS not less frequently than quarterly for retainer incurred pursuant to this Agreement. Payment shall be made upon approval of DPS at its next regular monthly meeting following receipt of Consultant's billing.

3. **Conditions of Payment:** All services provided by Consultant pursuant to this Agreement shall be performed by Jeff Anderson or Gary Cerkvenik personally, unless DPS has given advance approval for services to be performed by another representative of Consultant. All services provided shall be performed to the satisfaction of DPS, and in accordance with all applicable federal, state, and local laws, ordinances, rules and regulations.

All items of work to be performed by the Consultant shall be done in accordance with the requirements and recommendations of, and subject to the approval of, DPS. Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or revise any errors or deficiencies in Consultant's final work product or services.

DPS shall not be obligated to pay for, nor shall consultant claim for, any services not specifically authorized pursuant to the terms of this Agreement, except upon advance written approval of DPS. Such approval shall be a modification of this Agreement. Consultant shall notify DPS in writing before it begins any work which will be the basis

for a claim for extra compensation. If such notification is not given or is not approved by DPS in writing before Consultant commences the work, then Consultant hereby waives and releases forever any claim or costs for such extra compensation. However, such notice shall not in any way be construed as proving the validity of any claim by Consultant except where approved in advance by DPS.

4. **Ownership of Work Product:** All data gathered, prepared or recorded by Consultant pursuant to the terms of this Agreement shall be the property of DPS. Upon request of any duly authorized agent of DPS, Consultant shall make every reasonable effort to explain or clarify the meaning of the data contained in the materials delivered to DPS.

5. **Term:** The term of this Agreement shall be from July 1, 2025, through June 30, 2026, unless earlier terminated in accordance with the provisions of this Agreement.

6. **Cancellation of Agreement:** Either party may cancel this Agreement at any time by giving written notice to the other party at least 90-days prior to the effective date of the termination. Consultant shall receive just and equitable compensation for all work satisfactorily performed pursuant to this Agreement. Notice to DPS shall be mailed or delivered to 709 Portia Johnson Drive, Duluth, MN 55811. Notice to Consultant shall be mailed or delivered to Jeff Anderson, Costin Group Minnesota, Inc., 600 E. Superior St., #405, Duluth, MN 55802.

7. **Independent Contractor:** It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partner, joint venturer or an association with the Consultant and DPS. Consultant is an independent contractor and neither it, its employees, agents, subcontractors or representatives shall be considered employees, agents or representatives of DPS. Except as otherwise provided herein, Consultant shall maintain, in all respects, its present control over the means and personnel by which this Agreement is performed. From any amounts due consultant, there shall be no deductions for federal income tax or FICA payments nor for any state income tax, nor for any other purposes which are associated with an employer/employee relationship unless otherwise required by law. Payment of federal income tax, FICA payments, state income tax, unemployment compensation taxes, and other payroll deductions and taxes are the sole responsibility of Consultant.

8. **Assignment or Transfer:** No portion of the work or services required under this Agreement shall be transferred, assigned, or otherwise disposed of except with the prior written consent of DPS.

9. **Indemnity:** Consultant agrees, to the fullest extent permitted by law, to indemnify and hold DPS harmless from any damage, liability or cost (including

reasonable attorneys' fees and costs of defense) to the extent caused by or arising from any professional errors and omissions and/or negligent acts and omissions of Consultant in performance of this Agreement and those of Consultant's sub-consultants or anyone for whom Consultant is legally liable. Consultant's indemnification obligation includes, but is not limited to, infringement of patent or copyright laws.

10. **Non-Discrimination:** Consultant shall not discriminate against employees or applicants for employment or in the rendering of work or services under this Agreement based on race, creed, color, national origin, religion, sex, marital status, disability, sexual orientation, or status with respect to public assistance.

11. **Data Practices Act Compliance:** Consultant agrees to comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by DPS in accordance with this Agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Consultant in accordance with this Agreement. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to herein by either Consultant or DPS. If Consultant receives a request to release the data referred to above, Consultant shall immediately notify DPS. DPS will provide instructions to Consultant concerning the release of the data to the requesting party before the data is released.

12. **Access to Records/Audit:** DPS, its authorized representative(s), or the State Auditor shall have full access to all records relating to the performance of this Agreement. Consultant agrees to maintain records relating to all services provided by it under the terms of this Agreement and shall retain all such records for one (1) year following the termination of this Agreement. Such records shall be made available for audit or inspection upon request of DPS or its authorized representative.

13. **Separability:** In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the Agreement to fail of its purpose. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the Agreement.

14. **Entire Agreement:** It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous contracts presently in effect between DPS and Consultant relating to the subject matter hereof.

15. **Modification of Agreement:** Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced

to writing, signed by authorized representatives of DPS and Consultant, and attached to the original of this Agreement.

IN WITNESS WHEREOF, DPS and Consultant have executed this Agreement as of this 8 day of July, 2025.

DULUTH PUBLIC SCHOOLS

By: John Magyar
Its Superintendent

COSTIN GROUP MINNESOTA, INC

By: Jeffrey A. Foster
Its President

logikcull
a reveal technology

INVOICE

Logik Systems, Inc
548 Market St.
PMB 40135
San Francisco CA 94104-5401
United States

Logikcull.com
1-800-951-5507
ar@revealdata.com

Tax Id: 33-1096765
Logikcull W-9.pdf

INVOICE # INV290880
INVOICE DATE 8/1/2025

BILLING ADDRESS

Duluth Public Schools
215 N 1st Ave E
Duluth MN 55802-2058
United States

BUSINESS ADDRESS

Duluth Public Schools
215 N 1st Ave E
Duluth MN 55802-2058
United States

SERVICE PERIOD

8/1/2025 - 7/31/2026

AMOUNT DUE

$20,004.00

Due on receipt

Due Date: 8/1/2025

ITEM DESCRIPTION	QTY	RATE	AMOUNT
Subscription	1	$20,004.00	$20,004.00
LOGIKCULL SAAS - STORAGE FY26 Services			

TO PAY VIA ACH/BANK TRANSFER

Bank: JPMorgan Chase Bank, N.A.
ACH Routing #: 325070760
Wire Routing #: 021000021
SWIFT USD code: CHASUS33
Account #: 932562025

Credit Account: Logik Systems, Inc.
By Order Of: Your Business Name / Invoice #
Email Remittances To: ar@revealdata.com

Click on this link if you'd like to pay online via credit card or bank account

ADDRESS FOR USPS PAYMENTS

LOGIK SYSTEMS, INC
548 MARKET ST.
PMB 40135
SAN FRANCISCO, CA 94104-5401

FOR COIRER DEPOSITS (FEDEX, ups, ETC.)

LOGIK SYSTEMS, INC
548 MARKET ST.
PMB 40135
SAN FRANCISCO, CA 94104-5401

SUBTOTAL	$20,004.00
APPLICABLE TAXES	$0.00
TOTAL	**$20,004.00**
AMOUNT PAID	$0.00
AMOUNT DUE	**$20,004.00**

** Please reference your invoice number on your electronic payment **
Questions? Please contact ar@revealdata.com or your sales representative

8/1/25

WIPFLI

4890 Owen Ayres Ct.
Suite 200
Eau Claire, WI 54701

715 832 3407
wipfli.com

August 6, 2025

Simone Zunich
Independent School District No. 709
709 Portia Johnson Drive
Duluth, MN 55811

Dear Members of the School Board:

Wipfli LLP ("Wipfli") is pleased to serve as the independent auditors for Independent School District No. 709 ("Client") for the year ended June 30, 2025. This letter, together with the attached Wipfli LLP Professional Services Terms and Conditions, confirms the terms of our engagement and is collectively referred to herein as the "Letter" or the "Engagement Letter."

Fees

Our fees and expenses for this engagement will be billed as work progresses, and progress billings may be submitted. Based upon our discussions with representatives of Client, the fee for this engagement will be $69,550. Our fee has been determined based on our understanding obtained through discussions with you regarding your preparedness for the engagement and your current operations. To the extent we encounter circumstances outside of our expectations that warrant additional procedures and time, we will communicate that fact and advise you of options and the additional fees necessary to complete the engagement. Our actual direct travel expenses (if any) plus a technology and administration fee equal to six percent (6%) of our professional fees are included in the above fee. We expect payment of our billings within 30 days after submission.

In addition to the audit fee above, we will be adding fees of $15,450 for accounting consultation and preparation of adjusting journal entries and $9,780 for financial statement preparation. Lastly, the District is required to implement Governmental Accounting Standards Board ("GASB") Statement No. 101, *Compensated Absences* for the current year. Wipfli will be adding fees of $5,500 related to your implementation of the standard. This additional fee will cover the additional audit procedures, reporting requirements, and anticipated consultation.

Our fees for the services described below are based upon the value of the services performed and the time required by the individuals assigned to the engagement. Our fee estimate and completion of our work are based upon the following criteria:

1. Anticipated cooperation from Client personnel
2. Timely responses to our inquiries
3. Timely completion and delivery of client assistance requests
4. Timely communication of all significant accounting and financial reporting matters
5. The assumption that unexpected circumstances will not be encountered during the engagement

If any of the aforementioned criteria are not met, then the fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred.

Audit Scope and Objectives

We will audit Client's financial statements and the disclosures, which collectively comprise the basic financial statements, of the governmental activities, each major fund, aggregate remaining fund information of Client. Accounting standards generally accepted in the United States of America ("GAAP") provide for certain required supplementary information ("RSI"), such as management's discussion and analysis ("MD&A"), to supplement Client's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Client's RSI in accordance with auditing standards generally accepted in the United States of America ("GAAS"). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Information about the District's Net Pension Liability
3. Information about the District's Other Postemployment Health Care Plan

We have also been engaged to report on supplementary information other than RSI that accompanies Client's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and will provide an opinion on it in relation to the financial statements as a whole:

1. Fiscal Compliance Table
2. Schedule of Expenditures of Federal Awards
3. Combining Nonmajor Governmental Fund Financial Statements

The objectives of our audit are to obtain reasonable assurance as to whether Client's financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether Client's financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information, referred to in the second paragraph of this section, when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance, but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they could influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996; and Title 2 U.S. *Code of Federal Regulations* ("CFR") Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance").

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance.

The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act amendments of 1996; and the provisions of the Uniform Guidance; and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

An audit includes an evaluation of the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as an evaluation of the overall presentation of the financial statements, including the disclosures, to assess whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. To express an opinion, we are required to plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* does not expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in

accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or government regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In performing our audit, we will consider and conclude whether, based on the audit evidence obtained, there are conditions or events, considered in the aggregate, which raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of cash, receivables, loan balances, and certain assets and liabilities by correspondence with selected customers, funding sources, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement, and they may submit an invoice for responding to this inquiry.

Audit Procedures – Internal Control

In the conduct of our audit, we will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control-related matters that are required to be communicated under professional standards.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Client's compliance with the provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal awards program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

The Uniform Guidance require(s) that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Client's major programs. The purpose of these procedures will be to express an opinion on Client's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that management acknowledges and understands its responsibility for (1) designing, implementing, and maintaining internal controls, including internal controls over federal awards, relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. Management is also responsible for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, in conformity with GAAP, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements. Management's responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making available to us drafts of financial statements, all financial records, and related information and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). Management is also responsible for providing us with (1) access to all information of which it is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from management about the financial statements and related matters.

Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, management is responsible for identifying and ensuring that the government complies with applicable laws and regulations, contracts, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for the preparation of the supplementary information in conformity with GAAP. Management agrees to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. Management also agrees to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Management's responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

The audit shall be conducted on Client premises at a mutually agreeable time, and Client shall provide space deemed adequate by the auditor.

We cannot perform management functions or make management decisions on behalf of Client. However, we may provide advice and recommendations to assist management in performing its functions and fulfilling its responsibilities. We may advise management about appropriate accounting principles and their application, but the responsibility for the financial statements remains with management.

Reporting

We will issue written reports, as listed in the following paragraph, upon completion of our audit of Client's financial statements. Our reports will be addressed to the School Board. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report or, if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We expect to issue the following reports:

- A report on the financial statements including an opinion as to whether the schedule of expenditures of federal awards is presented fairly, in all material respects, in relation to the financial statements taken as a whole.
- A report on internal control over financial reporting and compliance based on an audit of financial statements performed in accordance with the standards applicable to financial audits contained in *Government Auditing Standards*.
- A report on compliance with requirements applicable to each major program and report on internal control over compliance in accordance with the Uniform Guidance.
- A schedule of findings and questioned costs.

If Client intends to reproduce or publish these financial statements or any portion thereof, whether in paper or electronic form, subsequent to anticipated year-end filings, and make reference to our firm name in connection therewith, management agrees to provide us with proofs in sufficient time for our review and written approval before printing. If in our professional judgment the circumstances require, we may withhold our approval. Client agrees to compensate Wipfli for the time associated with such review.

Client acknowledges and agrees that any advice, recommendations, information, or work product provided to Client by Wipfli in connection with this engagement is for the sole use of Client and may not be relied upon by any third party. Wipfli has no liability or responsibility to any third parties as a result of this engagement.

Management Assistance

Assistance to be supplied by Client personnel, including the preparation of schedules and analysis of accounts, will be discussed with Simone Zunich. Timely completion of this work will facilitate the completion of our engagement.

Engagement Administration

Rob Ganschow, CPA, CFE will be your audit engagement partner.

Professional and certain regulatory standards require us to be independent in both fact and appearance. Any discussions that you have with Wipfli personnel regarding employment could pose a threat to our independence. Therefore, we request that you inform us immediately prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

Other Services

We may prepare a draft of your financial statements and related notes. In accordance with *Government Auditing Standards*, management will be required to review and approve those financial statements prior to their issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements. Further, you are required to designate a qualified management-level individual to be responsible and accountable for overseeing our services.

We will prepare Client's schedule of leases and lease-related disclosures for the year ended June 30, 2025, from information provided by management. Our fee for this additional service will be a time and materials fee, based on the effort necessary to update any lease information, generate lease schedules and related disclosures and the value of the work provided.

Management agrees to assume all management responsibilities for these services; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Annual Information Filings

Our engagement will include the preparation of the Federal Data Collection Form. The full and timely completion of requested client assistance and provision of any adjusting entries known by you are critical in meeting the prescribed due dates for these forms. Penalties may be imposed if the filing deadlines are not met. If during the course of our engagement we become aware of additional state filing requirements, we will prepare those filings. Preparation of any additional filings and reports and accounting assistance as directed by management are not part of the fees for this engagement and will be billed at our standard hourly rates.

You are responsible for making all management decisions and performing all management functions and for designating an individual with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee these services. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results. You are also responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

We will complete and submit the "audit column" of the Fiscal Compliance Report required by the Minnesota Department of Education. We will also prepare a Report on Legal Compliance for the State of Minnesota.

Conclusion and Approval to Proceed

If the terms above of this Engagement Letter are acceptable to you and the services outlined are in accordance with your requirements, please return a signed copy of this Letter to us.

We look forward to our continued association with you and your staff and appreciate the opportunity to serve you. Please do not hesitate to call us if you have any questions about the work we are to perform or any other aspect of the services we can provide.

Wipfli LLP

Wipfli LLP

ACCEPTED: INDEPENDENT SCHOOL DISTRICT NO. 709

By: Simone Zunich
Simone Zunich (Aug 6, 2025 09:12:07 CDT)

Simone Zunich — Executive Director of Business Services

(Print Name and Title)

Date: 08/06/2025

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Enc.

Wipfli LLP
Professional Services Terms and Conditions

1. Terms and Conditions and Related Engagement Documents

These Wipfli LLP Professional Services Terms and Conditions ("Terms and Conditions") apply to and govern Wipfli LLP's provision of services to You. For the purposes of these Terms and Conditions, any reference to "Wipfli," "We," "Us," "Our," or similar is a reference to Wipfli LLP, and includes any subsidiaries or subcontractors of Wipfli LLP, and any reference to "Client," "You," or similar is a reference to the party or parties that have engaged Us to provide services, and the parties ultimately responsible for Our fees and expenses.

These Terms and Conditions may be appended to or incorporated into an engagement letter outlining the delivery of specific services by Us to You, and in that case such engagement letter and any appendices thereto and these Terms and Conditions form the entire agreement between You and Wipfli with respect to the services described therein, and supersede and merge all prior or contemporaneous agreements and understandings (oral or written) between or among the parties regarding the subject matter thereof, including prior proposals of Wipfli regarding the engagement or services, understandings, and agreements (oral or written) between the parties relating to the subject matter, including, without limitation, the terms of any request for proposal issued by Client or the standard printed terms on any purchase order issued by Client and any non-disclosure or confidentiality agreement between Wipfli and Client dated prior to the date of the engagement letter. No modification, amendment, supplement to, or waiver of these Terms and Conditions shall be binding upon the parties unless made in writing and duly signed by both parties. To the greatest extent reasonably possible, the provisions of these Terms and Conditions, any engagement letter, its appendices, any other exhibit, attachment, schedule, or other document referenced in or by the engagement letter, shall be read together and harmonized to give effect to the parties' intent. In the event of a direct conflict among the express provisions of the foregoing, the engagement letter shall be given controlling effect. Notwithstanding the foregoing, where Wipfli provides services, support, and advice not covered by an engagement letter, these Terms and Conditions shall apply, including with respect to any such services, support, or advice performed or provided prior to the execution of an engagement letter related to those services.

2. Change Orders

Unless an engagement letter specifies otherwise, services that fall outside the agreed-upon scope of Wipfli's engagement under any engagement letter shall be covered by a Change Order, or, if the nature and amount of such services are not material to the overall engagement, shall be delineated and included on Wipfli's invoice for such services. A "Change Order" means a mutually agreed-upon change in the scope of work or services, schedule, or the time for Wipfli's performance of the work or services under an engagement letter, or a change in the fees or the basis of the fees to be paid to Wipfli by Client, which is reduced to a writing that is executed or otherwise acknowledged by an authorized representative of each for Wipfli and Client. Services performed under a Change Order shall be subject to these Terms and Conditions.

3. Commencement and Term

Our engagement will commence when acceptance of these Terms and Conditions and any related engagement letter is delivered to Wipfli through execution thereof by a duly authorized representative of Client and shall continue until the services contemplated under the engagement letter are Complete (as reasonably determined by Wipfli), unless earlier terminated by either party as provided herein. Each person executing an engagement letter or Change Order on behalf of a party represents and warrants to the other that he or she has all power and authority to bind the party on whose behalf he or she is executing the same. For the purposes of this paragraph, "Complete" means the delivery by Wipfli of the report or other deliverables contemplated by the engagement letter, or where no deliverables are contemplated, three (3) months after the last date of services rendered by Wipfli with respect to the services at issue. Notwithstanding the foregoing, services, support, and advice provided by Wipfli in respect of an engagement after the termination of such engagement shall be governed by these Terms and Conditions.

4. Termination of Services

Wipfli's services may be terminated as follows: (i) by either party immediately upon written notice to the other if either party hereto becomes the subject of voluntary or involuntary bankruptcy or other insolvency proceeding, (ii) by Wipfli or Client if either party defaults in the performance of any of its covenants and agreements and such default is not cured within thirty (30) days after notice from the other party specifying the nature of such default, and (iii) by Wipfli or Client with or without cause upon providing thirty (30) days' written notice. Wipfli has the right to terminate services with immediate effect if We determine applicable professional standards require Us to do so, if Client does not in a timely manner provide Us with information reasonably requested by Us to perform the contemplated services, refuses to cooperate with Our reasonable requests for assistance in connection with the delivery of Our services, or misrepresents any material facts. Our withdrawal will release Us from any obligation to complete the services and will constitute termination of Our engagement. Termination of Our engagement shall have no effect on either party's obligation to pay any amount due and owing with respect to such periods prior to the effective date of such termination and Client agrees to compensate Us for Our time and out-of-pocket expenses through the effective date of termination.

5. Fee Estimates and Expenses

An engagement letter may set forth specific fee amounts, hourly rates, or certain ranges for Wipfli's fees in respect of the services contemplated by the engagement letter. Where Wipfli provides an estimate of fees, Client acknowledges that Wipfli provides fee estimates as an accommodation to Client. These estimates depend on various assumptions, including without limitation: (a) anticipated cooperation from Client personnel; (b) timely responses to Our inquiries; (c) timely completion and delivery of Client assistance requests; (d) timely communication of all significant accounting and financial reporting matters; (e) the assumption that unexpected circumstances will not be encountered during the engagement; and (f) where applicable, the assumption that Client's hardware platform/computer system will, at the commencement of the services, be fully operable as intended and designed, functioning as necessary and available to Wipfli without material restriction for the duration of the services. Unless otherwise indicated in an engagement letter, fee estimates shall not be construed as or deemed to be a minimum or maximum fee quotation. Although Wipfli reasonably believes suggested fee ranges are accurate, Wipfli's actual fees may vary from its fee estimates.

Unless otherwise agreed in an engagement letter, a technology and administration fee of six percent (6%) of professional fees will be added to all invoices, along with any direct travel expenses incurred. The technology and administration fee is in lieu of other direct expenses and charges which might otherwise apply. Notwithstanding the foregoing, the cost of software and software licenses or subscriptions and similar miscellaneous tools provided or acquired specifically for Client or for Client's use in connection with the performance of services may be invoiced separately.

6. Payment of Fees and Expenses

All invoices are due and payable within thirty (30) days of the invoice date. All business or commercial accounts will be charged interest at the lesser of one percent (1%) per month or the maximum rate permitted by law, except where prohibited by law, on the balance due to Wipfli that is outstanding over thirty (30) days. At Our discretion, services may be suspended if Client's account becomes overdue and services will not be resumed until Client's account is paid in full. Client acknowledges and agrees that We are not required to continue services in the event of a failure to pay on a timely basis for services rendered. Client further acknowledges and agrees that in the event Wipfli suspends or terminates services as a result of Client's failure to pay as agreed on a timely basis for services rendered, Wipfli shall not be liable to Client for any damages that occur, whether direct or indirect, foreseen or unforeseen, and whether or not the parties have been advised of the possibility of such damages, and Client agrees to indemnify and hold Wipfli harmless against any such damages or claims.

7. Engagement Staffing

Wipfli expressly reserves the right to replace, in Our reasonable discretion, any of Our team members as necessary to provide quality and timely service to Client. From time to time, and depending upon circumstances, Wipfli may use third-party service providers, such as independent contractors, specialists, or vendors to assist Us in providing professional services, including tax services. These parties and their personnel may be located within or outside the United States. We may also use personnel from affiliates of Wipfli and other Wipfli-related entities (including Our wholly owned subsidiary based in India and contractors in the Philippines).

We remain responsible to Client for the supervision of all independent contractors, service providers, entities, and personnel who assist Us in rendering professional services hereunder and for protecting the confidentiality of Client information. Client hereby consents and authorizes Us to disclose Client information to the foregoing parties for the purpose of providing services to Client. Applicable rules in some states require that We advise you that some persons who own an interest in Wipfli may not be licensed as Certified Public Accountants and may provide services.

8. Confidentiality, Information Security and Electronic Information Storage

The performance of services by Wipfli may result in the parties having access to information that is confidential to one another, including, without limitation, source code, documentation, specifications, databases, system design, file layouts, tool combinations, development methods, or business or financial affairs, which may incorporate business methods, marketing strategies, pricing, competitor information, product development strategies

and methods, customer lists, customer information, and financial results (collectively "Confidential Information"). Confidential Information may include information received from third parties, both written and oral, that each party is obligated to treat as confidential.

Confidential Information shall not include any information that (i) is already known by the receiving party or its affiliates, free of any obligation to keep it confidential; (ii) is or becomes publicly known through no wrongful act of the receiving party or its affiliates; (iii) is received by the receiving party from a third party without any restriction on confidentiality; (iv) is independently developed by the receiving party or its affiliates without the use of the disclosing party's Confidential Information; (v) is disclosed to third parties by the disclosing party without any obligation of confidentiality; or (vi) is approved for release by prior written authorization of the disclosing party.

Except as permitted hereunder and necessary for the performance of services hereunder, without the advance written consent of the other party or as required by law, regulation, legal process, or to comply with professional standards applicable to a party, neither party shall disclose to a third party Confidential Information of the other party. Each party agrees to maintain at least the same procedures regarding the Confidential Information of the other as it maintains with respect to its own Confidential Information. Each party may use the Confidential Information received from the other party only in connection with fulfilling its obligations under this agreement. The parties further agree that expiration or termination of this agreement, for any reason, shall not relieve either party, nor minimize their obligations with respect to Confidential Information, as set forth herein.

Wipfli may utilize third-party service providers, including cloud-based service providers, who may collect, use, transfer, transmit, store, or otherwise process Client Confidential Information in connection with the delivery of certain services and Client consents to their use. Wipfli will ensure that it maintains appropriate policies, procedures and safeguards to protect the confidentiality of Client Confidential Information. In addition, to the extent possible and practicable, We will ensure that Our agreements with all third-party service providers contain appropriate provisions to protect Client Confidential Information. We may use electronic media to transmit Client Confidential Information, and such use in itself will not constitute a breach of any security or confidentiality obligation. Client acknowledges that Wipfli has no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by Us. You consent to Our use of electronic devices and applications in the delivery of Our services.

Wipfli is committed to protecting personal information that can be linked to specific individuals, including health information ("Personal Data"). Any Personal Data provided to Us by Client to receive Our services will be kept confidential and not disclosed to any third party not described above (parties providing Us assistance in rendering professional services) unless necessary to deliver services, expressly permitted by Client, or required by law, regulation, legal process, or to comply with professional standards applicable to Wipfli. Client is responsible for obtaining, pursuant to law or regulation, consents from parties that provided Client with their Personal Data which will be obtained, used, and disclosed by Wipfli to render services, and Wipfli may rely on the representation that Client has obtained such consents. Notwithstanding anything to the contrary, Client acknowledges that Wipfli may collect, use, and disclose certain administrative Personal Data (such as contact information and Internet activity) to administer the contract between the parties and in accordance with Wipfli's Privacy Statement (as applicable) available at www.wipfli.com/privacy-statement.

9. Intellectual Property Rights, Client Records, Wipfli Workpapers; Use of Deliverables and Drafts

Wipfli acknowledges that all Client materials, data, or other information provided to Wipfli to permit Wipfli to perform services ("Client IP") belongs to and shall remain the property of Client. Client acknowledges that proprietary information, documents, materials, management techniques, and other intellectual property (collectively "Wipfli IP") are a material asset to Wipfli and source of services We perform for Client and others and were developed prior to performing services for Client. Client acknowledges that Wipfli owns all right, title and interest in Wipfli IP including enhancements thereto produced or developed by Wipfli throughout the duration of this engagement, excluding any pre-existing ownership right of Client and without implying any ownership interest in any Client IP, all of which shall remain the property of Client. Upon completion of the services and full payment by Client of all related invoices, Wipfli grants to Client a perpetual paid-up license to use or modify, for internal purposes only, any deliverable produced by Wipfli and actually delivered to Client (including embedded Wipfli IP), provided that any use or modification of such deliverable, other than for the purposes stated in the related engagement letter, is not authorized. In addition, Client shall not alter or remove any of Wipfli's trademarks, copyright registration marks, patent, or other intellectual property notices applicable to any of Wipfli's goods, products, services, marketing material, or advertising media and shall not in any way alter any of Wipfli's products. Neither party shall acquire any right, title, or interest in or to the other party's code, data, business processes, or other information to which such party may have access during the term of the engagement hereunder. All such code, data, business process, and other information shall be solely and exclusively the property of the originating party.

Client's original documents, data, books, and records are the property of Client, and it is Client's responsibility to maintain all such materials. Wipfli has no responsibility to do so unless specifically undertaken by Wipfli in an engagement letter. Workpapers, documentation, and files created by Us in the course of providing services are the property of Wipfli. We will retain workpapers, documentation, and files pursuant to Our record retention policy. In the event We are required to respond to a subpoena, court order, government regulatory inquiry, or other legal process related to Client or its management (other than a matter in which Wipfli is named as a party) for the production of workpapers, documents, files and/or testimony relative to information We obtained and/or prepared during the course of rendering services, We will, to the extent permitted by law and applicable professional standards, notify You of the matter, but You agree We have no obligation to You in the event We determine We are obligated to provide documents or other information. You agree to compensate Us for all time We expend in connection with such response, at Our regular rates, and to reimburse Us for all related out-of-pocket costs, including reasonable attorney's fees, that We may incur. Any services under this paragraph will be deemed a separate engagement subject to these Terms and Conditions.

Client agrees that Wipfli may use Client's name and logo in experience citations and in proposals, work product and deliverables provided or directed to Client pursuant to the engagement letter or otherwise. Notwithstanding any other provision of the engagement letter or these Terms and Conditions, and except as prohibited by law, Wipfli may use the information received under the engagement letter, including tax return information, in an aggregated and anonymized manner, to develop, enhance, modify and improve technologies, tools, methodologies, services and offerings, and/or for development or performance of data analysis or other insight generation. Information developed in connection with these purposes may be used or disclosed to You or current or prospective clients to provide them services or offerings. In no event will We use or disclose the information in a way that would permit Client to be identified by third parties without Client's express consent. With respect to tax return information, Client may request in writing a more limited use and disclosure than the foregoing. The foregoing consent is valid until further notice by Client.

10. Third-Party Software, Technology Tools and Related Products and Limitations Thereon

Wipfli may use software, technology tools, or related products ("Third-Party Products") to deliver services to Client. Where Wipfli uses Third-Party Products or is engaged to provide services related to the selection, implementation, or use of Third-Party Products, Wipfli will employ commercially reasonable efforts to research, learn, and assist Client in the selection, implementation, and use of such Third-Party Products. However, Wipfli shall not be held liable for any issues, errors, or malfunctions related to or arising from the Third-Party Products not directly caused by Wipfli's fraud or willful misconduct. Client acknowledges that Wipfli does not have control over the functionality, performance, or availability of Third-Party Products and cannot assure or make any representation that the Third-Party Products are free from defects, malware, viruses, trojan horses, and similar risks. Consequently, Wipfli disclaims any warranties or guarantees, express or implied, regarding the performance, reliability, or results obtained from the use of Third-Party Products, and Client acknowledges that the use of such Third-Party Products is subject to the terms of any end user agreement associated with each of the Third-Party Products and accepts such terms. Where Client is provided access to Third-Party Products by Wipfli, Client will: 1) use and access such Third-Party Products only for the purpose for which they were provided access; 2) not tamper with, modify, or alter such Third-Party Products; and 3) comply with all reasonable instructions from Wipfli in respect of such access.

11. Tax Services

Tax services are subject to and will be performed in accordance with Treasury Department Circular 230, the American Institute of Certified Public Accountants (AICPA), and other professional standards applicable to tax services. Our fees for services do not include time spent responding to IRS or state or local inquiries, and Client understands that We are not responsible for IRS or state or local disallowance of doubtful deductions or deductions unsupported by adequate documentation, nor for resulting taxes, penalties, and interest. Client's tax returns may be selected for review by the taxing authorities. Any proposed adjustments by an examining agent are subject to certain rights of appeal. In the event of such tax examination, We will be available upon request to represent Client and will charge additional fees for

the time and expenses incurred. Any such services will constitute a separate and distinct engagement.

If Client is an individual with respect to whom IRC 7216 and the related regulations ("7216") are applicable, Wipfli will not utilize foreign persons or resources to provide tax services without first obtaining appropriate consent from Client, and any provision of these Terms and Conditions which would contravene the requirements of 7216 shall be inapplicable.

12. Allocation of Risk and Limitation of Liability

In no event will Wipfli or Client be liable to the other for claims of punitive, consequential, special, or indirect damages, whether or not a party was advised of the possibility of such damages, regardless of whether they were foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise. Wipfli's liability for all claims, damages, and costs of Client arising from Wipfli's services performed under an engagement letter, Change Order, or otherwise shall be limited to the amount of fees paid by Client to Wipfli for the specific services which give rise to the claim for damages or, in the case of services provided in respect of an engagement which spans a period of more than twelve (12) months, the fees paid by Client to Wipfli in the twelve (12) months preceding the event giving rise to the claim. The limitation of liability in the preceding sentence shall not apply in the event of Wipfli's fraud or willful misconduct or where disallowed by applicable law, regulation, or professional standards applicable to the services performed under these Terms and Conditions. Because Wipfli will rely on Client and its management for the accuracy of the representations made to Wipfli to perform services, and except where indemnity is disallowed by applicable law, regulation, or professional standards applicable to the services performed under these Terms and Conditions, Client holds harmless and releases Wipfli and its owners and employees from all claims, liabilities, losses, and costs of any kind arising which arise from: (i) a knowing misrepresentation, withholding, or concealment of information by Client or its management; or (ii) a wrongful act by Client or a member of Client's management or ownership group.

13. Dispute Resolution; Choice of Law and Statute of Limitations

If any dispute arises regarding the subject matter hereof or services provided by Wipfli to Client, and such dispute cannot be resolved through informal negotiations and discussions, prior to resorting to litigation, the parties will try in good faith to settle the dispute by non-binding mediation administered by the American Arbitration Association under its applicable rules for resolving professional accounting and related services disputes. Either party may request mediation, and costs of any mediation proceeding shall be shared equally. IN THE EVENT OF LITIGATION, WIPFLI AND CLIENT HEREBY AGREE NOT TO ELECT OR REQUEST A TRIAL BY JURY OF ANY ISSUE TRIABLE BY RIGHT OF JURY AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH RESPECT TO THE SERVICES, THESE TERMS AND CONDITIONS, OR ANY CLAIM, COUNTERCLAIM, OR OTHER ACTION ARISING THEREWITH.

The parties agree that any dispute arising out of Wipfli's services or these Terms and Conditions shall be governed by the laws of the state of Illinois, without regard to conflict of laws principles. Except for an action by Us to collect payment of Our invoices, Wipfli and Client agree that no claim arising out of services rendered by Wipfli shall be filed after the earlier of the expiration of the applicable statute of limitations, or: (i) in the case of any report or deliverable issued by Wipfli under the engagement letter, no later than two years from the date of such report or deliverable (or if no report or deliverable is issued, two years from the date of any related engagement letter); or (ii) in the case of any tax form or similar governmental filing, no later than three years after the extended due date of such tax form or filing.

14. Regulatory Matters and Impact On Independence

Where Wipfli is (a) providing services to an entity that is registered with the SEC or an affiliate of such registrant; or (b) providing services to an entity or affiliate that is subject to professional standards more stringent than those which exist under the AICPA Code of Professional Conduct, any provision of these Terms and Conditions which would be prohibited by such professional standards or deemed to impair Wipfli's independence relative to Client under such professional standards shall not apply to the extent necessary to avoid such prohibition or independence impairment, it being the intent of Wipfli and Client to ensure Wipfli and Client's compliance with applicable professional standards in respect of Wipfli's engagement by Client and to ensure, where appropriate and necessary, Wipfli's independence from Client.

15. Certain Sales (and Similar) Tax Responsibilities

To the extent applicable, Client shall pay and be solely and exclusively liable for all sales, use, ad valorem, excise, or other taxes or governmental charges imposed on the installation, implementation, licensure, or sale of goods or services by Wipfli or third parties to Client.

16. Severability

The provisions of these Terms and Conditions shall be severable, so that the invalidity or unenforceability of any provision will not affect the validity or enforceability of the remaining provisions; provided that no such severability shall be effective if it materially changes the economic benefit of these Terms and Conditions to either party.

17. Independent Contractor Status and Non-Exclusivity

The relationship between Wipfli and Client is solely and exclusively that of independently contracting parties. No right of exclusivity is granted, guaranteed, or implied by Wipfli by entry into an engagement letter or the performance of services. Client acknowledges that Wipfli regularly performs the same or similar services as are being provided hereunder to third parties.

18. Insurance

Wipfli will carry and maintain in force at all times during the term of its engagement with Client appropriate insurance coverages, including policies covering professional liability errors and omissions, cyber liability, general liability, automotive liability, and worker's compensation.

19. Notices

All notices required to be given to either party hereunder shall be in writing and sent by email or traceable carrier. In the case of Client, notice shall be sent to the mailing address (or email address) indicated on any engagement letter issued to Client, or such other address as Client may indicate by at least ten (10) business days' prior written notice. In the case of Wipfli, notice shall be sent to wipfli-legal@wipfli.com. Notices shall be effective upon receipt.

20. Counterparts and Electronic Signatures

Any document contemplated hereby may be executed in one or more counterparts, each of which will be deemed to be an original, and all of which, when taken together, will be deemed to constitute one and the same document. Each party hereto agrees that any electronic signature of a party to any document contemplated hereby is intended to authenticate such writing and shall be as valid and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing"; (ii) to have been signed; and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature.

21. Assignment

These Terms and Conditions and related engagement letters and agreements shall be binding on the parties hereto and their respective successors and assigns. Neither party may make assignment thereof without the prior written consent of the other party, except that Wipfli may assign its rights and obligations hereunder without approval of Client to an entity that acquires all or substantially all of the assets of Wipfli or to any subsidiary, affiliate, or successor in a merger, acquisition, or change of control of Wipfli; provided that in no event shall such assignment relieve Wipfli of its obligations hereunder or under any applicable engagement letter.

22. Force Majeure

Either party may suspend (or, if such suspension continues for more than thirty (30) days, terminate) its obligations (except the obligation to pay for services previously rendered) hereunder or under any engagement letter or Change Order if such obligations are delayed, prevented, or rendered impractical or impossible due to circumstances beyond its reasonable control, including, without limitation, events generally understood to be "Acts of God."

23. Certain Disclosures

Wipfli's services do not constitute legal or investment advice. We are not in a fiduciary relationship with You. Wipfli does not provide investment advisory services. Wipfli owns a membership interest in Creative Planning Holdco, LLC, which in turn owns Creative Planning, LLC, an SEC-registered investment adviser ("Creative"). Certain Wipfli employees also dually serve as Creative investment adviser representatives ("IARs"). If Client requires investment advisory services, Wipfli will introduce Client to a Wipfli employee who dually serves as an IAR. If Client subsequently engages Creative, Creative will, in most cases, share a portion of its ongoing investment advisory fee with the IAR. The IAR is required to remit such amounts to Wipfli as the IAR's employer. Wipfli's receipt of a portion of the Creative advisory fee will not result in Client's payment of a higher Creative investment advisory fee than if Client had engaged Creative independent of Wipfli and the IAR. The IAR will provide Client with written disclosure of the relationship and economic arrangement by and among Wipfli, the IAR, and Creative. All investment advisory services are provided exclusively by Creative per the terms and

conditions of a separate written agreement between Client and Creative. Wipfli does not provide investment advisory services, but Wipfli's receipt of compensation as described does present the potential of a conflict of interest. The IAR's role is limited to the introduction of Creative. Creative's written disclosure brochure and Form CRS discussing its advisory services and fees is available at www.creativeplanning.com. **No Client is under any obligation to engage Creative or to continue engaging with Creative after having decided to engage Creative.**

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Bjorklund Compensation Consulting LLC, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2025 and shall remain in effect until June 30, 2026, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Banding and grading job descriptions as needed by the District.

3. **Background Check.**

Contractor will have no contact with students or be on District premises so will have no need to perform a background check.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $150 per job description and $3,000 in total. This amount will be tracked by the District and the District will create an addendum to this contract if contracted services go over the agreed upon amount set by this contract.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

    a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;

    b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such

item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs. The District shall reimburse Contractor for associated travel expenses should the District require on-site presentation, discussion or consulting services, the funding of these expenses shall come out of the total of the agreed upon amount within this contract or its addendums.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement. Contractor's methodology shall remain Contractor's proprietary materials and the District agrees not to share those methods outside of the District nor with any competitor.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Human Resources Department, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to

19521 103rd Avenue, Corcoran, MN 55374 and emailed to rwbjorklund@gmail.com

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Sherman Serrano 08/01/2025

Contractor Signature SSN/Tax ID Number [redacted] Date 7/22/2025

Program Director [redacted] Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

__X__ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

_____ Check if the contract will be paid using Student Activity Funds

_____ Check if the contract is a no-cost contract such as a Memorandum of Understanding

01	E	012	105	000	305	105
XX	X	XXX	XXX	XXX	XXX	XXX

Irvine Unified 8.4.25

Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of June, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Debra Hannu, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: *(Attachment included)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 7/1/2025 and shall remain in effect until 9/30/2025, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Duluth CRAE Project SY 25/26

3. **Background Check.** *(applies to contractors working independent with students*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $56.93 hourly. Contractor will manage hours and turn in invoices as requested for reimbursement.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;

b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Business Services, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Debra Hannu, 304 N 40th Ave E Duluth MN 55804.

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

[redacted] 6-27-25

Contractor Signature SSN/Tax ID Number Date

Program Director Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

_X_ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

_____ Check if the contract will be paid using Student Activity Funds

_____ Check if the contract is a no-cost contract such as a Memorandum of Understanding

XX	X	XXX	XXX	XXX	XXX	XXX

Brianne Zunich 6.30.25

Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair Date

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Developmental Designs
Letter of Agreement

Date: 6-2-25 LOA: 10900	Service Date/Time: 8-14-25 81m-12pm
Duluth Public School District	Contact: Sally Weidt
709 Portia Johnson Drive	Title: Student Achievement Coordinator
Duluth, MN 55811	Email: sally.weidt@isd709.org
	Phone: 218-336-8700 ext. 2291

Workshop: Circle of Power and Respect Customized Workshop for Elementary Teams and Administrators
Included: 30 copies of Tried True Games Greetings for Elementary School.

30 participants at $219 per person	$6,570.00
Facilitator travel expense	1,500.00
Facilitator travel waived	-1,500.00
Total	**$6,570.00**

Terms:
This agreement obliges the purchaser to full payment for services delineated in this document. A purchase order must accompany the signed agreement. Work is invoiced as scheduled, with receipt of the full tuition fee due within 30 days of the invoice date unless special payment arrangements have been approved by The Origins Program. Rearrangement or cancellation of dates within the year requires prior written agreement from The Origins Program. Cancellation or rescheduling of this Agreement by the school/district within 60 days of the service start date will result in an administrative fee of 10% of the total contract and reimbursement to The Origins Program for any travel expenses incurred before the start date, which may include, but are not limited to, materials shipping and/or airfare.

Agreed to and accepted by:

The Origins Program	District Signature:
Jitendrapal Kundan	Print Name: Brenda Spartz
Executive Director	Title: Dir Elem
Date: 6-2-25	Date: 7.8.25

We advocate for equality, justice, and equity in all our initiatives.

IXL LEARNING

SALES CONTRACT

CONTRACT #1392699-1
April 7, 2025

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

CUSTOMER
Peter Graves
Duluth Independent School District 709
215 N 1ST AVE E
DULUTH, MN 55802

RENEWAL INFO

Salesperson	Account #	Quote #	Renewal period
Chris Hively	**A22-3537287**	**1392699-1**	**July 1, 2025 - July 1, 2026**

PAYMENT PLAN

Amount	Invoice date
$93,150	**July 15, 2025**
TOTAL	**$93,150**

Price valid until June 30, 2025

ACCEPTANCE OF SALES CONTRACT
This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:

AUTHORIZED SIGNATURE Anne Zmuda **DATE** 7/2/25

Budget Code: 01E 012 030 000 406 030

IXL LEARNING

TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.
2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

   The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

   All checks should be mailed to:
   IXL Learning
   777 Mariners Island Blvd., Suite 600
   San Mateo, CA 94404

   Credit card payments may be made by phone at (855) 255-8800.

   Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.
3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.
4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our website's Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learning's website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

   Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

   If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individual's account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

   If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Children's Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.
5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.
6. **DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**
   a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.
   b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY,

SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.

c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.

7. **LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTH'S FEES.
8. **SEVERABILITY:** If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.
9. **ARBITRATION:** You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.
10. **GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.
11. **ENTIRE AGREEMENT:** This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.

IXL LEARNING™

RENEWAL QUOTE

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

QUOTE # 1392699-1
DATE: APRIL 7, 2025

TO:
Peter Graves
Duluth Independent School District 709
215 N 1ST AVE E
DULUTH, MN 55802

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	ACCOUNT #	RENEWAL PERIOD	QUOTE VALID UNTIL
Chris Hively	A22-3537287	July 1, 2025 - July 1, 2026	June 30, 2025

SUBSCRIPTIONS	QUANTITY	LIST UNIT PRICE	NET UNIT PRICE	NET PRICE
IXL site license, including:				
Grade 5 Subjects: Math, ELA, and Science	600	$21.50	$20.50	$12,300.00
Grades 1-4, 6-12 Subjects: Math and ELA	4900	$17.50	$16.50	$80,850.00
			Total List Price	$98,650.00
			Savings	$5,500.00
			Total Net Price	$93,150.00

TOTALS	
Total Subscriptions List Price	$98,650.00
Total Savings	$5,500.00
Grand Total	$93,150.00

This quote with total savings of **$5,500.00** is valid until **June 30, 2025.**

Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, click here or go to https://www.ixl.com/po-upload and enter quote # 1392699-1. For international accounts, we can accept wire transfers for an additional fee.

MINNESOTA STATE

Contract Number: LSC-2025-054522

P.O. _____

INTERAGENCY AGREEMENT

WHEREAS, the Board of Trustees of the Minnesota State Colleges and Universities acting on behalf of LAKE SUPERIOR COLLEGE (hereinafter "MINNESOTA STATE") is empowered to enter into interagency agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10; and

WHEREAS, the ISD 0709 (hereinafter "STATE AGENCY") is empowered to enter into interagency agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10; and

NOW, THEREFORE, it is agreed:

1. DUTIES:
   a. **STATE AGENCY'S DUTIES**
      The STATE AGENCY shall:
      Provide supplemental/integrated instruction and instructional support for up to four (4) sections of ENGL/READ 0950 during the 2025-26 academic year. DAE supplemental instruction for each section is two (2) hours per week and integrated instruction is four (4) hours per week, or an equivalent of 0.15 FTE, plus preparatory time of 2 hours per week, or an equivalent of 0.05 FTE to total 6 hours per week of 0.2 FTE.

      Provide supplemental/integrated instruction and instructional support for up to four (4) sections of ENGL/READ 0955 during the 2025-26 academic year. Optional based on LSC need and DAE availability.

      Provide supplemental/integrated instruction and instructional support for up to three (3) sections of MATH 0950 during the 2025-26 academic year. DAE supplemental instruction for each section is two (2) hours per week and integrated instruction is four (4) hours per week, or an equivalent of 0.15 FTE, plus preparatory time of 2 hours per week, or an equivalent of 0.05 FTE to total 6 hours per week of 0.2 FTE.

      Provide supplemental/integrated instruction and instructional support for up to three (3) sections of MATH 0955 during the 2025-26 academic year. Optional based on LSC need and DAE availability.

Continue to fund the existing Pathways to College Success program offered at LSC, which meets twelve (12) hours a week, an equivalent of 0.3 FTE, plus preparatory time of four (4) hours per week, or an equivalent of 0.1 FTE to total 16 hours per week or 0.4 FTE per semester.

DAE's staff will work with LSC's Safety Office to learn about emergency response protocol.

DAE will invoice at the end of each academic semester.

DAE will provide training to LSC's advisors relating to services.

b. **DUTIES OF MINNESOTA STATE.**
Minnesota State shall:
Provide DAE a designated instructional space on LSC's main campus.

Provide DAE access to a computer lab or classroom with twenty (20) computers. All spaces will be scheduled in accordance with LSC's room scheduling practices.

Provide DAE a designated office space with standard office furniture, desktop computer, and phone.

Provide DAE clients free access to specified college resources including college library services and internet on the same basis as LSC students. Users of IT resources must comply with LSC's policies.

Provide DAE instructors and tutor free access to LSC email, Office 365, and IT help desk on the same basis as LSC students. Users of IT resources must comply with LSC's policies.

Provide DAE instructors copying services.

Promote DAE ABE options on LSC's Guided Self-Placement webpages.

Include DAE courses in LSC registration.

2. **CONSIDERATION AND TERMS OF PAYMENT.**
   a. **Consideration** for all services performed by ISD 0709pursuant to this Agreement shall be paid by the Lake Superior College as follows:

   Reimburse STATE AGENCY for expenses up to and not to exceed, an amount of

Nine Thousand One Hundred and 00/100 Dollars ($9,100.00) for instructional staff during the 2025-26 academic year.

b. **Terms of Payment.** Payment shall be made promptly after the ISD 0709 has presented invoices for services.

3. **CONDITIONS OF PAYMENT.**
All services provided by the ISD 0709pursuant to this Agreement shall be performed to the satisfaction of the Lake Superior College, as determined at the sole discretion of its authorized representative.

4. **TERMS OF AGREEMENT**. This Agreement shall be effective August 19, 2025, or upon the date that the final required signature is obtained by the Lake Superior College, whichever occurs later, and shall remain in effect until June 30, 2026, or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

5. **CANCELLATION.**
This Agreement may be cancelled by either party at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the party providing work or services to the other party shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the date of cancellation.

6. **AUTHORIZED REPRESENTATIVES.**
a. The State Agency's authorized representative for the purposes of administration of this Agreement is:

Name and Title: Angie Frank, Duluth Adult Education Manager, or their successor.
Address: 709 PORTIA JOHNSON DR, DULUTH, DULUTH, 55811
Telephone:+1 218-336-8725
E-Mail: angie.frank@isd709.org

b. Authorized representative of Minnesota State for the purpose of administration of the Agreement is:

Name and Title: Cary Komoto, Dean of Liberal Arts & Sciences, or their successor.
Address: 2101 Trinity Road, Duluth, MN, 55811
Telephone: +1 218-336-8725
E-Mail: cary.komoto@lsc.edu

Each authorized representative shall have final authority for acceptance of services of the other party and shall have responsibility to ensure that all payments due to the other party are made pursuant to the terms of this Agreement.

7. **ASSIGNMENT.**
Neither party shall assign nor transfer any rights or obligations under this Agreement without the prior written consent of the other party.

8. **AMENDMENTS.**
Any amendments to this Agreement shall be in writing, and shall be executed by the same parties who executed the original agreement, or their successors in office.

9. **LIABILITY.**
Each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The parties' liabilities shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Chapter 3.736, and other applicable law.

10. **OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.**
    a. Lake Superior College shall own all rights, title and interest in all of the materials conceived or created by ISD 0709, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this Agreement, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("Materials").

    ISD 0709 hereby assigns to Lake Superior College all rights, title and interest to the Materials ISD 0709 shall, upon request of Lake Superior College, execute all papers and perform all other acts necessary to assist Lake Superior Collegeto obtain and register copyrights, patents or other forms of protection provided by law for the Materials. The Materials created under this Agreement by ISD 0709, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the Materials, whether in paper, electronic, or other form, shall be remitted to Lake Superior College by ISD 0709, its employees and any subcontractors and ISD 0709, shall not copy, reproduce, allow or cause to have the Materials copied, reproduced or used for any purpose other than performance of ISD 0709 obligations under this Agreement without the prior written consent of the requesting Agency's authorized representative.

b. ISD 0709 represents that MATERIALS produced or used under this Agreement do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names.

11. **PUBLICITY.**
Any publicity given the program, publications, or services provided resulting from this Agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for either party, or its employees individually or jointly with others, or any subcontractors shall not be released prior to approval by the other party's authorized representative.

12. **FERPA.**
The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this Agreement.

13. **CLERICAL ERROR.**
Notwithstanding Clauses "ASSIGNMENT, AMENDMENTS, and ENTIRE AGREEMENT" of this Agreement, Minnesota State reserves the right to unilaterally fix clerical errors, defined as misspellings, minor grammatical or typographical mistakes or omissions, that do not have a substantive impact on the terms of this Agreement without executing an amendment. Minnesota State will inform the State Agency of clerical errors that have been fixed pursuant to this paragraph within a reasonable period of time.

14. **ENTIRE AGREEMENT.**
This Agreement represents the entire agreement between the parties and with regard to the stated subject matter and supersedes any previous discussions or agreements, either verbal or written that occurred between the parties with respect to this subject matter. This Agreement may not be amended except by written agreement signed by the parties hereto. In the event of any conflict or inconsistency between this Agreement and any riders, exhibits, addenda, or other document incorporated herein, this Agreement shall govern.

15. **OTHER PROVISIONS**.
None.

The rest of this page intentionally left blank. Signature page to follow.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

APPROVED:

1. STATE AGENCY

ISD 0709

By (authorized signature) Simone Zunich Simone Zunich Simone Zunich (Jul 8, 2025 14:20 CDT)
Title Director of Business Services
Date 07/08/2025

2. VERIFIED AS TO ENCUMBRANCE

By (authorized signature) Lynn Lindahl Lynn M Lindahl
Title Administrative Assistant
Date 07/08/2025

3. MINNESOTA STATE COLLEGES AND UNIVERSITIES

Lake Superior College

By (authorized signature) Linda Kingston Linda Kingston
Title President
Date 07/08/2025

4. AS TO FORM AND EXECUTION

By (authorized college/university/system office initiating agreement) Michelle Phernetton Michelle Phernetton
Title Director of Business Services
Date 07/08/2025

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Marshall School, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 25, 2025 and shall remain in effect until June 5, 2026, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Non-public Nursing Services by a Licensed School Nurse

3. **Background Check.**

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $36,241.92 in total or the actual allotment when published and available.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;

b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 1215 Rice Lake Road, Duluth, MN

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

Northland
LEARNING CENTER

1201 S 13th Ave Virginia, MN 55792 - 218-741-9201
Jackie Ward – NLC Executive Director

INDIVIDUAL OR AGENCY – CONSULTANT AGREEMENT

This consultant Agreement is by and between Northland Learning Center (NLC) and the Agency or Individual(s) named. Services to be provided and other details have been listed below.

Name / Agency:	Duluth Public Schools ISD #709
Address:	709 Portia Johnson Drive, Duluth MN, 55811
Telephone #(s):	218-336-8700
Social Security or Federal ID Number:	W-9 Must be Attached
Description of Service To be Performed:	Services for Vision Teacher – [redacted] .24 FTE
Population to be Served:	Student with identified IEP services for Vision
Location of Service:	Duluth Area School District
Required Qualification:	MN Teaching License – Vision File Folder if Needed: 389005
Date(s) of Services:	2025-2026 School Year
Rate of Pay:	.24 FTE Salary: $ 18,600.86 Benefits: $6,584.53 Total: $25,185.39
Invoicing Procedures:	Quarterly invoices will be sent with an EOY settle up invoice.
Special Requirements:	Mileage will be invoiced at the end of the year based on FTE amount.
Cancellation Requirements:	

Relationship: The parties hereto are independent contractors. Nothing in this Agreement shall be understood or construed to create or imply any relationship between the parties in the nature of any joint venture, employer/employee, principal/agent or partnership. The provider shall not become an employee of the Agency (NLC) by acting under this Agreement and the provider shall be responsible for the payment of any taxes, fees or costs resulting from the above compensation.

Miscellaneous: This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of MN. This Agreement may not be assigned without the written consent of the other part. Any scope of this document shall be considered to have the binding and legal effect of an original document.

SIGNATURES

Northland Learning Center, Executive Director	Date	Consultant / School District	Date
Jackie R Ward	7/17/25	L Thurston	7/24/25

CONTRACT ADDENDUM II

THIS CONTRACT ADDENDUM dated this 1st day of July, 2025

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND –

Udac, Inc.

OF THE SECOND PART

Background:

A. Independent School District No. 709 and Udac, Inc. (the "Parties") entered into the contract (the "Contract") dated December 1, 2021, for the purpose of Early Childhood Screening Program.
B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the "Agreement").
C. This Agreement is the first amendment to the Contract.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

Amendments

1. The Contract is amended as follows:
    a. Reimbursement. Original reimbursement was not to exceed $31,000.00.
    b. Amendment I increased the the not to exceed amount to $45,340.00.
    c. Amendment II will increase the not to exceed amount to $59,680.00.
    d. Amendment II will result in a cost of $14,340.00 for FY26.

No Other Change

2. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Miscellaneous Terms

3. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Heading are inserted for the convenience of the parties

only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language in this Agreement.

Governing Law

4. Subject to the terms of the Contract, it is the intention of the Parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Minnesota, without regard to the jurisdiction in which any action or special proceeding may be instituted.

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Karen Herman	410856115	07.13.25
Contractor Signature	SSN or EIN	Date
Jason Crane		7/7/25
Program Director		Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either (1) the following budget (include full 18-digit code), (2) will be paid using Student Activity Funds or (3) is no cost contract (e.g. Memorandum of Understanding). Please check the appropriate line below:

_X_ Check if the contract will be paid using District funds and enter the budget code in the top line below.

04	E	005	583	354	370	000
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

_____ Check if the contract is a no-cost contract such as a Memorandum of Understanding

Simone Zmuda	7.2.25
CFO/Superintendent of Schools/Board Chair	Date

CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 1st day of July, 2024

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND –

Udac, Inc.

OF THE SECOND PART

Background:

A. Independent School District No. 709 and Udac, Inc. (the "Parties") entered into the contract (the "Contract") dated December 1, 2021, for the purpose of Early Childhood Screening Program.
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C. This Agreement is the first amendment to the Contract.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

Amendments

1. The Contract is amended as follows:
    a. Reimbursement. Original reimbursement was not to exceed $31,000.00.
    b. This amendment would increase the not to exceed amount to $45,340.00.
    c. This amendment will result in a cost of $14,340.00 for FY25.

No Other Change

2. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Miscellaneous Terms

3. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Heading are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the

singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language in this Agreement.

Governing Law

4. Subject to the terms of the Contract, it is the intention of the Parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Minnesota, without regard to the jurisdiction in which any action or special proceeding may be instituted.

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Contractor Signature | SSN or EIN | 07/01/2025 Date

Program Director | Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either (1) the following budget (include full 18-digit code), (2) will be paid using Student Activity Funds or (3) is no cost contract (e.g. Memorandum of Understanding). Please check the appropriate line below:

X Check if the contract will be paid using District funds and enter the budget code in the top line below.

04	E	005	583	354	370	000
XX	X	XXX	XXX	XXX	XXX	XXX

____ Check if the contract will be paid using Student Activity Funds

____ Check if the contract is a no-cost contract such as a Memorandum of Understanding

CFO/Superintendent of Schools/Board Chair | 7-1-24 Date

ISD 709
DULUTH PUBLIC SCHOOLS
AUG 16 2022
APPROVED BY
THE SCHOOL BOARD

LEASE AGREEMENT

TOTAL AMOUNT: $31,000

THIS LEASE AGREEMENT is made by Duluth Public Schools, ISD #709, 4316 Rice Lake Road, Duluth MN, 55811, hereafter referred to as **"TENANT"**, and Udac, Inc., 4724 Mike Colalillo Drive, Duluth, MN 55807, hereafter referred to as **"LANDLORD"**.

WHEREAS, Udac, Inc, desires to partner with the TENTANT to provide space and opportunity for community benefit, and whereas, the TENANT is in need of space and capacity to provide space and programming for educational departments and programs, and

WHEREAS, Udac, Inc. has under its control the building located at 4724 Mike Colalillo Drive, Duluth, MN 55807 (**"Building"**), and has space in its building, and

WHEREAS, TENANT intends to use the space for Early Childhood Screening Program. See #4.

NOW THEREFORE, the LANDLORD and TENANT, in consideration of the rents, covenants, and considerations hereinafter specified, do hereby agree each with the other as follows.

1. **LEASED PREMISES.**

The LANDLORD grants and TENANT accepts the lease of the following described space (**"Leased Premises"**) located in the City of Duluth, County of St. Louis, Minnesota: more particularly described as:

Approximately **2500** square feet in the "BUILDING"

Location:	Size:	Use:
Rooms 206-209	2,504	Services

By mutual agreement, the LANDLORD and TENANT may modify size and location of Leased Premise during the term of the agreement by creating an amendment to this lease. If no amendment is transacted, it is deemed that the TENANT may use modified space under the current provisions of this agreement with no additional charges.

1.1 Unless otherwise provided in this Lease Agreement, the TENANT is taking the Leased Premises in its "as is" condition, and the LANDLORD is under no obligation to make any alterations or modifications to accommodate TENANT's use. TENANT's taking possession of the Leased Premises is evidence that the Leased Premises was in tenantable condition as of the day of occupancy.

1.2 The LANDLORD reserves the right in its sole discretion to maintain and repair the structural elements and utilities that serve the Leased Premises, including, but not limited to the walls, roof,

conduits, heating and cooling and other structural elements. LANDLORD may at any time construct, modify, add on or demolish elements of the Building of which the Leased Premises is a part, provided LANDLORD makes reasonable efforts to minimize the impact of such work on TENANT and its use of the Leased Premises.

1.3 Parking. The LANDLORD shall allow TENANT, its staff, visitors, guests and invitees the use of any parking space marked for visitors or any unmarked space during the term of this Lease. Subject to pro rata share as determined by the LANDLORD.

2. **TERM.**

The term of this Lease Agreement shall commence on **December 1, 2021** (**"Commencement Date"**), and end on **June 30, 2022**, with 2 years of automatic renewals for July 1, 2022-June 30, 2023, and July 1, 2023-June 30, 2024. Either party may terminate based on section 5.1.

3. **PAYMENT OF RENT.**

3.1 As rent for the Leased Premises and in consideration for all covenants, representations and conditions of this Lease Agreement, TENANT shall pay to the LANDLORD the sum of $1000.00/month for the term of the Lease Agreement.

3.2 Upon mutual agreement, the LANDLORD and TENANT may extend the provisions of this lease agreement for a future term by providing an AMENDMENT to this lease agreement and both parties sign and attach. Without such AMENDMENT, this agreement sunsets upon the end date in Section 2.

Lease Period	Monthly Payment	Total due over Term
December 1, 2021 – June 30 1, 2024	$1000	
Total		$31,000

1195/month FY25

The TENANT, upon execution of the agreement, will provide payment within 30 days to keep current within the term of agreement. The TENTANT will process a monthly payment within 5 days of the applicable month of the term.

4. **USE.**

TENANT shall use and occupy the Leased Premises only for agreed uses for programs and departments overseen by Duluth Public Schools, and for no other purposes without the LANDLORD's prior written consent for each instance.

5. **TERMINATION.**

5.1 This Lease may be terminated by the LANDLORD or TENANT with or without cause at any time upon giving sixty (60) days prior written notice of such termination.

5.2 Surrender of Leased Premises TENANT hereby agrees that at the expiration or earlier termination of this Lease or extension thereof:

a. TENANT shall remove its personal property and vacate and surrender possession of the Leased Premises to the LANDLORD by the end of the day the Lease terminates in as good condition as when TENANT took possession, ordinary wear and tear and damage by the elements excepted.

b. All personal property not so removed will conclusively be deemed to have been abandoned by TENANT and may be sold, stored, destroyed or otherwise disposed of by the LANDLORD without notice to TENANT or to any other person and without obligation to account for them.

6. DUTIES OF LANDLORD.

The LANDLORD shall provide light and heat to the Leased Premises, common areas and public access areas, including stairways, elevators, lobbies, and hallways. LANDLORD will work with TENANT regarding changes to duties, and changes will be determined by LANDLORD. LANDLORD shall furnish and provide, at its expense, the following utilities and services:

6.1 Utilities

6.2. Janitorial and Trash Removal Service – Maximum of Weekly

6.3 Hazardous Waste Removal and Disposal

6.4 Maintenance

6.5 Repairs

6.7 Delivery of Leased Premises

6.8 Quiet Enjoyment: TENANT shall have the quiet enjoyment of the Leased Premises during the full term of the Lease Agreement and any extension or renewal thereof.

7. DUTIES OF TENANT.

7.1. The TENANT agrees to:

7.1.1. Maintain the Lease Premises in a reasonably clean and sanitary condition.
7.1.2. Observe energy conservation practices to prevent waste of utilities.
7.1.3. Comply with all applicable municipal, county and state laws and ordinances.
7.1.4. Secure and protect leased premises areas.
7.1.5. Seek approval to install or place signage in areas outside of the leased premises. *Subject to approval by LANDLORD.
7.1.6. Provide furniture, fixtures, and equipment to operate in the leased premises, determined by LANDLORD
7.1.7. Abide by LANDLORD policies on smoking and common space protocols. Policies and rules are subject to change by LANDLORD.

8. **ALTERATION OF LEASED PREMISES.**

TENANT shall make no alterations, additions, or changes in the Leased Premises without the advance written consent of LANDLORD..

9. **ASSIGNMENT AND SUBLETTING.**

TENANT shall not assign nor in any manner transfer this Lease or any interest therein, nor sublet said Leased Premises or any parts thereof.

10. **LANDLORD ACCESS.**

The LANDLORD's employees or officials shall have the right, upon prior notification to TENANT (or without such notice in case of an emergency), to enter the Leased Premises at all reasonable times.

11. **INSURANCE.** TENENT will provide a current Certificate of Liability Insurance to LANDLORD.

12. **LIABILITY.**

The LANDLORD and TENANT agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The LANDLORD's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other applicable law. TENANT's liability shall be governed by the Municipal Tort Claims Act, Minnesota Statutes Chapter 466.

13. **PERSONAL PROPERTY RISK.**

All personal property in or about the Leased Premises belonging to or placed therein by TENANT or its occupants or visitors shall be there at the sole risk of TENANT or such other person only, and the LANDLORD shall not be liable for theft or misappropriation thereof, nor for any loss or damage due to the building or any part of the appurtenance thereof becoming out of repair, or arising from the bursting or leaking of water, gas, sewer or steam pipes, or due to the happening of any accident in or about the Leased Premises including destruction by fire.

14. **DAMAGE BY FIRE OR OTHER CASUALTY.**

If all or a substantial part of the Leased Premises is rendered untenantable or inaccessible by damage to all or any part of the building from fire, the elements, accident, or other casualty (a "Casualty"), the LANDLORD shall have the option, at its sole and absolute discretion, to either:

a. Use reasonable efforts to restore the Leased Premises to substantially its former condition to the extent permitted by applicable law; provided, however, that in no event shall the LANDLORD have any obligation: 1) to make repairs or restoration beyond

the extent of insurance proceeds received by the LANDLORD for such repairs or restoration or 2) repair or restore any of TENANT's personal property, trade fixtures or alterations. If the LANDLORD elects to repair damage to the Leased Premises, then

1) This Lease Agreement shall remain in full force and effect but Rent from the date of the Casualty though the date of substantial completion of the repair shall be abated with regard to any portion of the Leased Premises that TENANT is prevented from using by reason of such damage or its repair; and

2) In no event shall the LANDLORD be liable to TENANT by reason of any injury to or interference with TENANT's business or property arising from a Casualty or by reason of any repairs to any part of the building necessitated by the Casualty.

OR

b. Terminate this Lease and end the term hereof, in which case the rent shall be paid to the date of such fire or other casualty, and all further obligations on the part of either party shall cease. If the LANDLORD elects to terminate the Lease Agreement, LANDLORD shall notify TENANT in writing within 60 days of the date of the Casualty.

15. HOLDING OVER.

In the event TENANT remains in possession of the Leased Premises herein leased after the expiration of this Lease and without the execution of a new lease, it shall be deemed occupying said Leased Premises as a tenant, at sufferance, subject to all the conditions, provisions and obligations of this Lease insofar as the same can be applicable to a month-to-month tenancy.

18. BUILDING AND LEASED PREMISES ACCESS AND HOURS.

The LANDLORD shall provide access to the Leased Premises for authorized employees, visitors, invitees and guests of TENANT.

19. NOTICES.

All notices, requests, and other communications between the LANDLORD and TENANT that are required or that the LANDLORD or TENANT elect to deliver shall be deemed sufficiently given or rendered if in writing and delivered to either party personally, by letter sent addresses in paragraph one of this agreement.

Signature Block is on Next Page

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

TENANT: Independent School District No. 709

TENANT certifies that the appropriate person(s) have executed the contract on behalf of TENANT as required by applicable articles, by-laws, resolutions, or ordinances.

By: Catherine Erickson
Catherine Erickson

Its: Chief Financial Officer

Date: July 28, 2022

LANDLORD: Udac, Inc.

By: Karen D. Herman
Karen Herman

Its: Executive Director

Date: July 28, 2022

RENTAL AGREEMENT FOR USE OF TCO STADIUM

Two Harbors vs. Duluth Denfeld High School Football Game

THIS RENTAL AGREEMENT FOR USE OF TCO STADIUM ("Agreement") is entered into and effective this 8th day of August, 2025 ("Effective Date"), by and between Independent School District No. 709, a Minnesota public corporation ("Renter") and MV Ventures Management, LLC, a Delaware limited liability company ("MVV").

WHEREAS, MVV has rights to grant the use of certain areas of the Twin Cities Orthopedics Performance Center ("TCOPC") property, located at 2600 Vikings Circle, Eagan, Minnesota 55121 and owned by Minnesota Vikings Football, LLC ("Vikings"); and

WHEREAS, MVV and Renter desire to enter into an agreement under which Renter will rent the outdoor stadium at TCOPC ("TCO Stadium") in exchange for Renter's agreement to the terms and conditions detailed in this Agreement, including release of claims and indemnification.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated as if set forth in full below, and the mutual agreements herein contained, MVV and Renter hereby agree as follows:

1. Term. This Agreement is entered into by MVV and Renter with respect to the period commencing on the Effective Date and ending on September 5, 2025, unless earlier terminated in accordance with the terms of this Agreement. MVV and Renter agree the term of this Agreement shall not be extended except by a writing signed and delivered by each party.

2. Consideration. In exchange for the right to rent TCO Stadium, Renter shall pay to MVV the sum of **Two Thousand Five Hundred and 00/100 Dollars ($2,500.00)** ("Rental Fee") in the following installments:

Payment	Date Due	Amount Due
1	August 22, 2025	$2,500.00
	TOTAL RENTAL FEE	**$2,500.00**

In addition to the foregoing Rental Fee, (i) Renter shall pay to MVV the applicable Facility Fee as set forth in Section 4 hereof, and (ii) Renter shall be responsible for any and all additional expenses related to the Event (as defined below), including, but not limited to, expenses for security, janitorial services, catering, parking, third-party event activation and décor rentals, set up, and on-site support. Current unit prices and hourly rates for commonly incurred event expenses are summarized on **Attachment C** (this is a non-exclusive list). MVV shall provide Renter an invoice following the completion of the Event itemizing the total costs, and Renter shall pay such invoice by check within thirty (30) days of the invoice date. Renter acknowledges and agrees that the right to rent TCO Stadium is a full and fair exchange for the responsibilities and obligations of the Renter detailed in this Agreement.

3. Rental Period. Renter understands the purpose of this Agreement is to allow the Renter access to and use of TCO Stadium to hold the Two Harbors vs. Duluth Denfeld High School Football Game football game on September 5, 2025, from approximately 7:00 PM CT to 10:00 PM CT (the "Event"). MVV and Renter agree Renter shall have access to TCO Stadium on the day of the Event beginning at 3:00 PM CT for any necessary preparation and continuing until completion of clean up following the Event, which Renter shall complete by no later than 11:59 PM CT on September 5, 2025 (collectively, the "Rental Period").

4. Event Ticketing. Renter shall be responsible for any and all fees and expenses associated with the ticketing operations for the Event, including, without limitation, the sale and distribution of all tickets to the Event, credit card/payment processing fees, Event ticketing staff, and any equipment rented from third parties (collectively, the "Ticketing Fees"). Renter shall receive one hundred percent (100%) of the net proceeds from ticket sales less (i) the Ticketing Fees and (ii) a facility fee in the amount of One Dollar and 00/100 ($1.00) per distributed ticket (the "Facility Fee"). MVV shall receive one hundred percent (100%) of the Facility Fee for each distributed ticket. Within ten (10) days after the Event, Renter shall submit payment of the total Facility Fee to MVV along with an accounting documenting the total number of tickets distributed for the Event. Violation of the provisions of this Section by Renter is a material breach and will result in the immediate termination of this Agreement.

5. Food and Beverage Concessions. If requested by Renter and such request is approved by MVV in its sole discretion, TCO Stadium food and beverage concessions stands will be open and available during the Event. MVV shall retain one hundred percent (100%) of all proceeds from any and all such concession sales. If requested by Renter and such request is approved by MVV and the TCO Stadium concessionaire in each party's sole discretion, Renter may be permitted to arrange for separate concessions sales from food trucks or other food and non-alcoholic beverage vendors subject to the terms and conditions customarily applied by MVV to such vendors. For the avoidance of doubt, each food and non-alcoholic beverage vendor selected by the Renter and approved by MVV shall be required to execute a separate concessionaire agreement with MVV and submit a Minnesota Department of Revenue Form ST19 or an isolated and occasional sales exemption certificate to MVV not less than 48-hours prior to the Event or such vendor will be denied access.

6. Merchandise Sales. Renter shall be permitted to sell only Renter-branded and/or Event-branded merchandise during the Event. Renter shall be responsible for all costs and expenses associated with such merchandise sales, and Renter shall receive One Hundred percent (100%) of such sales. The preceding sentence notwithstanding, if the parties mutually agree for such merchandise to be sold by MVV's merchandiser, such arrangement shall be subject to separate terms and conditions agreed upon with such merchandiser and MVV, and Renter will pay MVV its portion of proceeds no later than thirty (30) days following the conclusion of the Event, including documentation detailing such proceeds. Renter acknowledges and agrees each merchandise vendor must be pre-approved by MVV in writing. For the avoidance of doubt, each merchandise vendor selected by the Renter and approved by MVV shall be required to execute a separate merchandise vendor agreement with MVV and submit a Minnesota Department of Revenue Form ST19 or an isolated and occasional sales exemption certificate to MVV not less than 48-hours prior to the Event or such vendor will be denied access.

7. Deliverables/Specifics. Renter shall be solely responsible for providing all equipment necessary for its Event. Renter acknowledges it has viewed and inspected TCOPC and its related facilities, including TCO Stadium, and that such facilities meet Renter's needs and requirements necessary for the Event. In executing this Agreement, Renter acknowledges, accepts, and agrees TCO Stadium is safe and suitable for the Event. No part of TCO Stadium will be used for any purpose other than the use permitted herein. Renter shall have access to TCO Stadium public restrooms and locker rooms. The TCO Stadium videoboard and public address system will be controlled by MVV with the support of Renter during the Event. Renter agrees to coordinate any and all additional requests with the appropriate MVV representative. All such requests shall be considered rejected unless and until approved in writing by MVV. Renter agrees to abide by and follow the guidelines listed below as a condition of this Agreement. This list is non-exhaustive and MVV reserves the right to alter or amend any condition necessary for the protection of MVV's property and business:

- Do not prop open the doors.
- Access to the inside of TCOPC is prohibited unless prior approval is received.

- No food, drink, tobacco products, and/or seeds are allowed on the turf, with the exception of water and Gatorade (or similar beverages).
- No disposal of liquids other than water and ice on the turf.
- Motorized vehicles, flat bed carts, and hand trucks cannot be on the playing field (within the white sidelines) but are allowed off of the sidelines.
- No idling of machines on turf.
- No hard turns on the turf with motorized vehicles, flat bed carts, or hand carts.
- No use of chemicals on the turf, including spray paint.
- No tape or other adhesive can be used on the turf.
- Furniture with narrow legs can only be setup off the sidelines, unless plywood pieces or risers are used to protect against turf puncture.
- Armor deck field cover is required for any setup of furniture and certain other fixtures or equipment on the playing field. MVV will furnish and install the armor deck at Renter's additional cost.
- If a biohazard occurs, please use the Biohazard Cleanup Kit located by all major entryways and immediately contact **Kyle Chank (760-702-4191)**, Vice President of Operations, as well as any necessary proper authority.

It is Renter's responsibility to limit any potential injury to participants and attendees and damage to TCOPC and TCO Stadium. Accordingly, Renter understands that Renter must take any and all safety, logistical, and preventative measures in order to minimize any possible injury or damage. Renter agrees to work with MVV representative, Kyle Chank, in coordinating these expectations. Should any injury or damage occur, Renter shall be held responsible for any and all costs associated with responding to an injury or repairing the damages.

Renter agrees that it is responsible and liable for arranging and providing any and all security and medical service providers to be present and available during the Rental Period, including having a plan in place for emergency response. Renter represents and warrants that all necessary security and medical service providers have been arranged and will be present and available to respond to any issue that may arise during the use of TCOPC. A list of MVV-preferred third-party vendors is set forth on **Attachment D**.

Renter agrees, if hiring third-party vendors or inviting third-party vendors, merchandisers, exhibitors, or volunteers to TCO Stadium, that Renter shall be fully responsible for any and all actions of any third-party employee, volunteer, or other individual present on behalf of the third-party vendor, merchandiser, exhibitor, or volunteer. Renter further accepts all liabilities concerning any third-party vendors, attendees, volunteers, merchandisers, exhibitors, and guests during the Rental Period. It shall be the Renter's responsibility to contract necessary services with third-party vendors, merchandisers, and exhibitors directly. Renter, in constructing such a contract, shall first obtain MVV's approval, requirements, and expectations prior to the enactment of the contract. Renter agrees to have all third-party vendors, merchandisers, and exhibitors comply with dates, times, and expectations for the Event, including the insurance requirements in **Attachment A**, unless separate limits are agreed upon by MVV in writing on a case-by-case basis. Renter agrees to provide MVV any and all agreements signed with third-party vendors, merchandisers, or exhibitors. This shall include but is not limited to, services agreements and certificates of insurance.

MVV and Renter agree all changes made to the scope of this Agreement after the Effective Date shall be mutually agreed upon with written approval of both Renter and MVV representative, Kyle Chank, prior to the execution of any such scope changes.

8. Warranties of Renter. Renter represents, covenants, and warrants to MVV that the following are true now and will be throughout the Term of this Agreement:

a. Renter agrees to immediately notify MVV of (i) any damage to MVV property during the Rental Period and (ii) any incident or injury involving personnel or materials and equipment, regardless of perceived seriousness. This includes, but is not limited to, arrival/departure time, personal injury, and any and all safety concerns. If utilities are involved, Renter agrees to notify the appropriate utility provider and MVV representative, Kyle Chank, immediately.

b. Renter has the full right and authority to enter into this Agreement and to consummate the transactions intended in this Agreement, and no other consent to do so is required. The signatory of this Agreement is duly authorized and empowered to bind the Renter to the terms and conditions of this Agreement.

c. Renter has no knowledge of any outstanding contractual obligations, claims or judgments involving or against Renter that would in any manner affect the consummation of this transaction or constitute any cloud upon the title to any equipment and materials used for the purposes of this Agreement. Furthermore, Renter has no knowledge of any pending litigation, proceedings, or investigations, or any threats of litigation, proceedings or investigations, which might result in any cloud upon the title to any equipment and materials used for the purposes of this Agreement.

d. Renter shall cooperate with MVV to effectuate the transactions contemplated in this Agreement, including, without limitation, the execution of any documents or the commission or omission of any act necessary or desirable to achieve the intended results.

e. Renter shall not (i) display any advertising or third-party marks or logos that compete with any product or service for which MVV or Vikings provide advertising or promotion or (ii) create any product and/or company association at TCOPC or TCO Stadium during the Rental Period. The foregoing shall prohibit the visibility of product labels (*e.g.*, sports beverage labels) and related color schemes, without the prior written consent of MVV.

f. Other than the right to identify the location of the Event, Renter acknowledges and agrees that Renter has no rights to any MVV or Vikings names, images, photos, marks, logos or other intellectual property ("Marks"), and Renter shall not create any association or connection with MVV or Vikings or allow any team, third party vendor, or exhibitors to use such Marks to create an association or connection with MVV or Vikings. Subject to this Section, Renter also acknowledges and agrees that Renter shall not use any MVV or Vikings Marks or other intellectual property, including when referring to the location of the Event, without MVV prior written approval. Renter acknowledges and agrees any and all messaging, marketing, advertising, promotion, and other materials identifying the location of the Event in any way shall require MVV review and approval prior to use.

g. Renter has secured, or will secure, and shall be solely responsible to maintain all intellectual property rights required to conduct all activities associated with the Event, including, without limitation, rights to any design, music, audio, film, likeness, or other materials or media used in the promotion, installation, or conduct of the Event.

h. Renter has secured, or will secure, and shall be solely responsible to maintain all applicable permits and governmental approvals required to conduct all activities associated with the Event. Renter shall cause all activities associated with the Event to be conducted in compliance with applicable laws, rules, regulations, and orders of any authority having jurisdiction.

i. Except for food and beverage sales conducted by the TCO Stadium concessionaire, Renter shall be solely responsible for the collection and remission of any sales or use taxes due or payable and resulting from the conduct of the Event and sale of concessions or merchandise in connection with such Event.

j. Renter has completed a criminal history background check satisfying the minimum requirements set forth on **Attachment E** hereto for each employee, staff member, coach, trainer, referee, official, volunteer, and any other individual under the Renter's supervision or control who will have contact with any minor child or vulnerable adult in connection with an Event, and Renter will deny access to, and participation in, each Event to any person disqualified by such background check.

9. Confidentiality. During the Term and at all times after the expiration or termination of this Agreement, Renter will keep in strict confidence this Agreement and all information identified as confidential, or information which, from the circumstances in good faith and good conscience, ought to be treated as confidential, which shall include any and all information related to Vikings. Said confidential information will be used for no purpose other than to carry out the provisions of this Agreement. Renter will not disclose such information without MVV's prior written consent, which may be withheld in its sole discretion. This provision shall survive the expiration or termination of the Agreement.

10. Trade Secrets and Non-Disclosure. Renter hereby acknowledges and agrees that the business contacts, player and team information, customer lists, lists of sales and prospects, pricing information, sales data, and other confidential information of MVV or the Vikings which are or hereafter may become known to Renter, are of substantial value to MVV or the Vikings, provide it with a substantial competitive advantage in its business, and have been and shall always be maintained in the strictest confidence as trade secrets of MVV or the Vikings. Renter does hereby covenant and agree that Renter will not at any time divulge, furnish, or make accessible to anyone other than MVV or its owners and senior executives, any confidential information described herein. The confidential terms, secret aspects of the business, and trade secrets at a minimum coexist with the broadest interpretation of the definitions of trade secrets embodied in Minnesota's Trade Secrets laws and include, without limitation, customer names, lists and locations, promotions, sales histories of customers, incentive programs of MVV or the Vikings, marketing plans, and all financial information concerning MVV or the Vikings. This provision shall survive the expiration or termination of the Agreement.

11. Successors and Assigns. This Agreement is binding on the Renter and its successors and assigns. No rights or obligations of Renter hereunder may be assigned by Renter to any other person or entity. MVV shall have the right to assign this Agreement and its rights and obligations hereunder, in whole or in part, to any affiliated entity at any time.

12. License. Renter irrevocably grants to MVV, Vikings, and their respective successors, assigns and licensees the non-exclusive right and authority to film, videotape, photograph and/or otherwise record images and/or audio, name and likeness related to the Event (collectively, the "Content"), and the right to use such Content for advertising, publicity, promotional and other purposes in connection with MVV, Vikings, or the use of TCOPC in any form, including without limitation, newspapers, magazines, motion pictures, game programs, audio tapes, video tapes, television broadcasts,

social media, and web pages. No additional compensation shall be paid or payable to Renter for any right or use granted herein. Renter agrees that all right, title and interest in and to the Content, including without limitation any copyrights therein, shall vest exclusively in MVV. Renter agrees to release, indemnify and discharge MVV and Vikings from and against any claim and/or liability relating to and/or arising out of the use of the Content as permitted herein. This provision shall survive the expiration or termination of this Agreement.

13. Release and Indemnification. Renter acknowledges and agrees that the access of the Renter and of the participants in the Event to and use of TCO Stadium for the Event is entirely at Renter's risk. In consideration of the terms and conditions of this Agreement, Renter agrees to give up, release, and forever discharge any claims and damages arising out of or related to its use of the TCO Stadium, including those that may be unforeseen or unexpected, against the Indemnified Parties (defined below), including claims arising from an Indemnified Party's own negligence. Renter expressly assumes the risk of and liability for any accident or injury, including death, which may result from the Event, including injury to any personnel or participants. To fullest extent permitted by law, Renter shall indemnify, defend, and hold harmless MV Ventures Management, LLC, MV Ventures Properties, LLC, MV Eagan STEM, LLC, Sheldon Road Associates, L.L.C., M Land, LLC, Eagan V Land, LLC, MV/TCO Ventures, LLC, Viking Lakes (SMC Building) Condominium Association, Minnesota Vikings Football, LLC, Minnesota Vikings Football Stadium, LLC, Minnesota Vikings Foundation, Minnesota Vikings Cheerleaders, FLIK International Corp., the National Football League, and their respective officers, directors, managers, owners, members, shareholders, parents, subsidiaries, affiliates, partners, joint-venturers, predecessors, successors, clubs, employees, agents, assigns, lessees, lenders, vendors and insurers (collectively, "Indemnified Parties") from and against all claims and actions, and all expenses incidental to such claims or actions, (i) for injuries to Event attendees, teams, participants, and other persons, (ii) arising from or related to Renter's exercise of its rights or performance of its obligations under this Agreement, or (iii) caused or contributed to by Renter or anyone acting under its direction or control or on its behalf, including, without limitation, independent contractors, vendors, exhibitors, merchandisers, volunteers, Renter's guests and invitees, and Event attendees, teams and participants. Renter acknowledges and agrees that each Event attendee and participant shall sign a Hold Harmless Agreement, as set forth in **Attachment B** that Renter must provide to MVV prior to the Event.

14. Governing Law/Jurisdiction and Waiver of Jury Trial. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota without regard to its choice of law or conflicts of law provisions. Renter hereby consents to personal jurisdiction and venue in Dakota County District Court, First Judicial District, State of Minnesota for resolution of any claim or dispute arising out of or related to this Agreement. **EACH PARTY HEREBY WAIVES TRIAL BY JURY IN ANY ENFORCEMENT OR OTHER ACTION BROUGHT BY EITHER PARTY UNDER THIS AGREEMENT.**

15. Infectious Disease. Renter acknowledges and agrees that all Event activities, the use of the TCO Stadium, and any access granted to the Viking Lakes premises will be subject to the compliance of Renter, Event participants, and Event attendees with all federal, state and local laws; the orders of governmental authorities; and the rules, policies and procedures of MVV with respect to any infectious disease outbreak (collectively, the "Infectious Disease Requirements"). Renter hereby acknowledges and agrees that it will require all Event participants and Event attendees to comply with Infectious Disease Requirements; that Renter will take affirmative action to enforce Infectious Disease Requirements; and that any Event participant or Event attendee refusing to comply with Infectious Disease Requirements may be removed from the TCO Stadium and Viking Lakes premises for such failure to comply. Renter further acknowledges and agrees that any infectious disease restrictions or limitations imposed by federal, state or local authorities on the Event or use of the TCO Stadium, including, without limitation, Event

cancellation, shall not be deemed a breach of the Agreement by MVV and shall not afford Renter cause to terminate the Agreement.

16. Tobacco/Smoking/Vaping. Renter acknowledges and agrees that TCOPC and TCO Stadium are tobacco/smoke-free/vaping-free premises, which includes the interior of all buildings, parking garages and the exterior grounds. Smoking and vaping are prohibited activities. This includes the use of cigarettes, cigars, pipes and vaporizers.

17. Alcohol. Except as specifically approved by MVV and subject to all applicable liquor licensing and MVV's insurance requirements, Renter acknowledges and agrees that alcohol shall not be served or consumed at the Viking Lakes campus, TCOPC, or TCO Stadium during the Rental Period.

18. Firearms and Weapons. **MVV BANS GUNS IN THESE PREMISES.** Renter acknowledges and agrees that firearms and other weapons of any kind are prohibited on or about the Viking Lakes campus, TCOPC, and TCO Stadium.

19. Entire Agreement. This Agreement constitutes the entire agreement between MVV and Renter. It supersedes all prior contemporaneous communications, representations, or agreements whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements, or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

20. Force Majeure. Neither party will be liable to the other for failure or delay in performing its obligations under this Agreement where such failure by such party is due, in whole or in part, to war or the effects of war, terrorism, blockade, revolution, insurrection, civil commotion, riot, mobilization, strike, labor trouble, work stoppage, lockout, act of God, plague, epidemic, pandemic fire, flood, acts of government or the public enemy, any labor, material or transportation shortage or curtailment, governmental regulation or order, or to any other similar or dissimilar cause or causes beyond the control of, or without the fault or negligence of, the defaulting party.

21. Insurance. Renter acknowledges and agrees that it has procured and will maintain insurance in conformity with the requirements set forth in **Attachment A**, including extension to all teams and their respective participants and attendees. The insurance requirements shall not be construed as a limitation of any potential liability, and Renter shall remain solely and fully liable for the full amount of any loss or damage not compensated by insurance. MVV's approval or acceptance of a certificate of insurance does not constitute assumption of responsibility for the validity of any insurance policy nor does MVV represent that the required coverages and limits are adequate to protect Renter's interest, and MVV assumes no liability therefore.

Renter understands and accepts that MVV does not provide insurance coverage for any bodily, physical, mental, or other type of injuries as a result of attending or participating in Renter's Event held at TCO Stadium as allowed by this Agreement. By signing this Agreement, Renter acknowledges that it has been so advised.

22. Termination & Extension. MVV reserves the right to cancel, withdraw from, delay, suspend, or otherwise terminate this Agreement without cause upon twenty (20) days written notice to Renter at any time. If either party breaches or threatens to breach this Agreement, the non-breaching party shall provide written notice and five (5) days opportunity to cure. If not cured within such time, the non-breaching party may terminate the Agreement upon written notice, ending any further performance obligations on that party's part, and the breaching party shall reimburse the non-breaching party for all

costs incurred by its default, including any and all costs associated with the termination of this Agreement. In addition to the foregoing, the non-breaching party may immediately seek legal and/or equitable relief from the party in breach. All rights and remedies of a party shall be cumulative and may be exercised and enforced concurrently or separately.

23. Other Provisions.

a. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together shall constitute one single agreement. In addition, this Agreement may be executed by the electronic delivery of signatures (in portable document format (.pdf)) or through an electronic signature system such as DocuSign or Adobe E-sign, either of which shall be binding on the parties to the same extent as original signatures.

b. The headings of the sections and paragraphs in this Agreement are for convenience only and do not affect the construction or interpretation of the Agreement. Each reference herein to "include" or "including" or "includes" shall be deemed to be followed by the words "without limitation."

c. If any provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby but shall continue to be valid and enforceable to the fullest extent permitted by law.

d. Nothing in the Agreement constitutes an employer-employee, principal-agent, partnership, joint venture, or association relationship.

e. Renter shall look only to the limited liability assets of MVV and not to the assets of any partner, member, or other person, including without limitation MVV's executives and owners for the satisfaction of any obligation or debt under this Agreement.

f. Each person or entity required to be indemnified by Renter under this Agreement and each person or entity required to be named as an additional insured on Renter's policies of insurance is an intended third-party beneficiary of this Agreement.

g. After expiration or termination of this Agreement, all provisions related to indemnification, confidentiality, which specifically provide for survival, or which by implication were intended to continue, shall survive until fulfilled.

h. All notices and other communications provided for hereunder shall be in writing and shall be effective only if and when delivered by hand, by prepaid certified United States mail (return receipt requested), or by national overnight carrier service (*e.g.*, FedEx), addressed as follows:

If to Renter:	Independent School District No. 709 709 Portia Johnson Drive Duluth, MN 55811 **Attn.:**
If to MVV:	MV Ventures Management, LLC 2685 Vikings Circle, Suite 050 Eagan, Minnesota 55121

Attn: Vice President of Operations

With a copy to:

MV Ventures Management, LLC
2685 Vikings Circle, Suite 050
Eagan, Minnesota 55121
Attn: Legal Department

With a copy to:

Minnesota Vikings Football, LLC
2600 Vikings Circle
Eagan, Minnesota 55121
Attn: Legal Department

[*SIGNATURE PAGE FOLLOWS*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first set forth above.

MV VENTURES MANAGEMENT, LLC

By: _____
Steve Poppen
Its: EVP & CFO

INDEPENDENT SCHOOOL DISTRICT No. 709

By: _____
John Magas
Its: Superintendent

ATTACHMENT A

Renter shall, at its own expense, provide and maintain insurance coverage in force at all times in favor of MV Ventures Management, LLC, MV Ventures Properties, LLC, MV Eagan STEM, LLC, Sheldon Road Associates, L.L.C., M Land, LLC, Eagan V Land, LLC, MV/TCO Ventures, LLC, Viking Lakes (SMC Building) Condominium Association, Minnesota Vikings Football, LLC, Minnesota Vikings Football Stadium, LLC, Minnesota Vikings Foundation, Minnesota Vikings Cheerleaders, FLIK International Corp., and the National Football League, as detailed below. Such insurance coverage shall be primary and non-contributory and shall extend coverage to all participants and attendees. By operating during the Event, Renter agrees to the following requirements. The information required shall be evidenced on the standard Acord Insurance Certificate form. The minimum insurance requirements are:

1. Commercial General Liability written on an occurrence form (claims-made policies are prohibited) with policy limits of not less than $1,000,000 per occurrence, $2,000,000 general aggregate, and $2,000,000 aggregate for Products and Completed Operations, providing coverage for claims arising out of or resulting from the Renter's operations and completed operations, whether such operations be by the Renter or by a subcontractor, independent contractor, agent, vendor, exhibitor, merchandiser, volunteer, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts or omissions any of them may be liable, including, without limitation, (a) damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person; (b) personal injury and advertising injury; (c) damages because of physical damage to or destruction of property (broad form property damage); (d) bodily injury or property damage arising out of completed operations; (e) damages arising out of athletic participation (Legal Liability to Participants); and (f) damages arising out of abuse and molestation (**policy must not contain any exclusion or sublimit for injury due to athletic participation or for Abuse and Molestation**).

2. Umbrella Liability limit of $3,000,000 per occurrence/$3,000,000 general aggregate.

3. Auto Liability limit of $1,000,000 per occurrence.

4. Workers' Compensation with at least minimum statutory limits.

5. Employers' Liability limits of $500,000/$500,000/$500,000. An Umbrella Policy can make up the difference in limits for the EL.

6. Should you use temporary or leased employees, an Alternate Employers Endorsement in favor of MV Ventures Management, LLC, MV Ventures Properties, LLC, MV Eagan STEM, LLC, Sheldon Road Associates, L.L.C., M Land, LLC, Eagan V Land, LLC, MV/TCO Ventures, LLC, Viking Lakes (SMC Building) Condominium Association, Minnesota Vikings Football, LLC, Minnesota Vikings Football Stadium, LLC, Minnesota Vikings Foundation, Minnesota Vikings Cheerleaders, FLIK International Corp., and the National Football League, must be added to your Workers' Compensation Policy.

7. As respects the General Liability, Umbrella Liability, and Automobile Liability, Additional Insured status in favor of MV Ventures Management, LLC, MV Ventures Properties, LLC, MV Eagan STEM, LLC, Sheldon Road Associates, L.L.C., M Land, LLC, Eagan V Land, LLC, MV/TCO Ventures, LLC, Viking Lakes (SMC Building) Condominium Association, Minnesota Vikings Football, LLC, Minnesota Vikings Football Stadium, LLC, Minnesota Vikings Foundation, Minnesota Vikings Cheerleaders, FLIK International Corp., and the National Football League, is required and must be shown on the certificate of insurance. A copy of the endorsement shall be forwarded to MV Ventures Management, LLC.

8. As respects all policies detailed above, a Waiver of Subrogation endorsement in favor of MV Ventures Management, LLC, MV Ventures Properties, LLC, MV Eagan STEM, LLC, Sheldon Road Associates, L.L.C., M Land, LLC, Eagan V Land, LLC, MV/TCO Ventures, LLC, Viking Lakes (SMC Building) Condominium Association, Minnesota Vikings Football, LLC, Minnesota Vikings Football Stadium, LLC, Minnesota Vikings Foundation, Minnesota Vikings Cheerleaders, FLIK International Corp., and the National Football League, is required and must be shown on the certificate. A copy of the endorsement shall be forwarded to MV Ventures Management, LLC.

Suggested acceptable wording for the certificate is:

MV Ventures Management, LLC, MV Ventures Properties, LLC, MV Eagan STEM, LLC, Sheldon Road Associates, L.L.C., M Land, LLC, Eagan V Land, LLC, MV/TCO Ventures, LLC, Viking Lakes (SMC Building) Condominium Association, Minnesota Vikings Football, LLC, Minnesota Vikings Football Stadium, LLC, Minnesota Vikings Foundation, Minnesota Vikings Cheerleaders, FLIK International Corp., and the National Football League, are Additional Named Insured with respect to the Two Harbors vs. Duluth Denfeld High School football game to be held at TCO Stadium. Waiver of Subrogation in favor of MV Ventures Management, LLC, MV Ventures Properties, LLC, MV Eagan STEM, LLC, Sheldon Road Associates, L.L.C., M Land, LLC, Eagan V Land, LLC, MV/TCO Ventures, LLC, Viking Lakes (SMC Building) Condominium Association, Minnesota Vikings Football, LLC, Minnesota Vikings Football Stadium, LLC, Minnesota Vikings Foundation, Minnesota Vikings Cheerleaders, FLIK International Corp., and the National Football League, also applies with respect to the Event.

The Name and Address of the Certificate Holder/Additional Insured should be:

MV Ventures Management, LLC
2685 Vikings Circle, Suite 050
Eagan, MN 55121

Minnesota Vikings Football, LLC
2600 Vikings Circle
Eagan, MN 55121

PLEASE EMAIL A COPY OF THE CERTIFICATE TO: legal@mvventures.com

ATTACHMENT B

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

Two Harbors vs. Duluth Denfeld High School Football Game

This Waiver of Liability and Hold Harmless Agreement ("Waiver") is made and effective as of the date set forth below. User acknowledges and agrees this Waiver shall apply for so long as the User has access to and/or use of the Facilities prior to, during, or after the Event.

DEFINITIONS

The following definitions apply to this Waiver:

"User" means the person who signs this document and anyone who has or obtains legal rights from or through that person.

"Released Parties" shall include, but is not limited to, MV Ventures Management, LLC, MV Ventures Properties, LLC, MV Eagan STEM, LLC, Sheldon Road Associates, L.L.C., M Land, LLC, Eagan V Land, LLC, MV/TCO Ventures, LLC, Viking Lakes (SMC Building) Condominium Association, Minnesota Vikings Football, LLC, Minnesota Vikings Football Stadium, LLC, Minnesota Vikings Foundation, Minnesota Vikings Cheerleaders, the National Football League, and their respective officers, directors, managers, owners, members, shareholders, parents, subsidiaries, affiliates, partners, joint-venturers, predecessors, successors, clubs, employees, agents, assigns, lessees, lenders, vendors and insurers.

"Facilities" means Twin Cities Orthopedics Performance Center ("TCOPC") located at 2600 Vikings Circle, Eagan, Minnesota 55121 and includes, but is not limited to, the outdoor stadium, referred to as TCO Stadium, its restrooms and locker rooms, and any other affiliated and surrounding areas to which the User may have access.

"Claims" means any and all liabilities, losses, damages, suits, actions, claims, judgments, settlements, fines or demands of the User or any other person related to any personal injury, bodily injury, death, infectious disease, damage to any property, pain and suffering, medical expenses, of any cause or nature whatsoever, and any other claim of any sort, including all reasonable costs for investigation and defense thereof (including, but not limited to, attorneys' fees, court costs and expert fees).

"Event" means the Two Harbors vs. Duluth Denfeld High School football game scheduled to be held on September 5, 2025 from approximately 7:00 PM CT to 10:00 PM CT, including, but not limited, to participation in the Event.

WAIVER OF LIABILITY

The Released Parties hereby disclaim all liability, and the User assumes all risk arising out of or relating to any injury, death, infectious disease, or damage occurring from User's use of the Facilities leading up to, during or after the Event. The Released Parties are not liable for any loss or damage to any property by User and any User guests or invitees. User expressly assumes the risk of any accident or injury, including death, which may result from User's use of the Facilities leading up to, during and after the Event.

In exchange for the opportunity to use the Facilities for the Event, and for other valuable consideration, the receipt and sufficiency of which User hereby acknowledges, User agrees to give up, release, and

forever discharge any and all Claims, including Claims arising from the Released Parties own negligence. By signing this Waiver, User understands that he/she is giving up and releasing all Claims, including Claims for damages that may not have happened yet and that may be unforeseen or unexpected. User agrees that the opportunity to use the Facilities and participate in the Event is a full and fair exchange for the release of all Claims.

Further, to the fullest extent permitted by law, User does hereby covenant and agree to indemnify, defend and hold harmless the Released Parties from and against any and all Claims arising out of or in any way related to the access to and/or use of the Facilities by User, or the acts or omissions of the User, his or her guests, agents or invitees, regardless of where such Claims arise.

User understands and will follow the rules of use of the Facilities which may be communicated to User from time to time. User understands and agrees to irrevocably grant to the Released Parties, and each of their respective successors, assigns and licensees the exclusive right and authority use and publish my voice, picture, name and likeness for advertising, publicity or promotional and other purposes in connection with the Released Parties in any form, including and without limitation, newspapers, magazines, motion pictures, game programs, audio tapes, video tapes, television broadcasts and web pages. This right shall survive the termination of this Agreement. No additional compensation shall be paid or payable to the User for any right or use granted to the Released Parties by the User.

By signing this waiver, User states he/she is old enough to sign it and to be legally bound by it. User acknowledges that this is a legal contract that is binding upon User. User understands that this release of Claims is intended to be as broad and inclusive as permitted by Minnesota law and that if any portion of this Waiver is held invalid, it is agreed that the balance shall continue in full legal force and effect.

RELEASE ON BEHALF OF MINOR

I agree that, if the name of a minor is filled in below, (1) this Waiver applies to the minor and anyone acting on the minor's behalf to the same extent that it applies to me, (2) all Claims relating to the minor are released to the same extent as though the claims belonged to me, and (3) this Waiver releases all Claims of any sort that the minor and anyone acting on the minor's behalf may have against the Released Parties arising from the minor's participation in the Event. I have the authority to sign this Waiver on behalf of the minor and release Claims on behalf of the minor.

PRINT NAME OF MINOR: _____

I HAVE READ THIS DOCUMENT CAREFULLY, AND I UNDERSTAND IT IS A RELEASE OF ALL CLAIMS AND I ACKNOWLEDGE AND ASSUME ALL RISKS

_____	_____
Print Name	Street Address
_____	_____
Signature	City State Zip
_____	_____
Date	Phone

ATTACHMENT C

Common Event Expenses

EVENT EXPENSE	RATE*
Museum Tour Guide	$25/hour
Ticket Sellers / Resolution	$25/hour
Event Coordinator	$32/hour
Parking / Traffic Controllers	$30/hour
Parking / Traffic Manager	$35/hour
Security / Guest Services Standard	$34/hour
Security Supervisor	$38/hour
Security Manager	$48/hour
Custodial Standard	$42/hour
Custodial Supervisor	$47/hour
Turf / Grounds	$70/hour
Audio / Visual Technician (TCO Stadium)	$100/hour
Parking Lot Management Fee	$750 flat rate
Scoreboard, Videoboard, Audio System Access	$1,500 flat rate
ArmorDeck Field Cover (labor not included)	$0.75/square foot
Transportation Shuttles	Charged at rate invoiced by vendor
Furniture / Décor	Charged at rate invoiced by vendor
AV Equipment	Charged at rate invoiced by vendor
Catering	Charged at rate invoiced by Flik Hospitality
Turf Field Paint / Supplies	Charged at rate invoiced by vendor
Police Department Staff	Charged at rate invoiced by City of Eagan
EMS + Ambulance Services	Charged at rate invoiced by vendor

Note: This is a non-exclusive list and is not intended to identify every potential expense or additional cost that may be incurred and required to be paid by the Renter.

ATTACHMENT D

MVV-Preferred Third-Party Vendors

Category	Vendor	Contact	Phone	Email	Website
Ambulance/EMS	M Health Fairview	Travis Moon	409-466-0958	travis.moon@fairview.orf	
Athletic Training	Twin Cities Orthopedics	David Bloomquist		davidbloomquist@tcomn.com	www.tcomn.com
Bagged Ice	Minnesota Ice	Robbie Harrell	612-254-8330	harrellr@mnicesculptures.com	www.minnesota-ice.com
Barricade/Steet Signage	Warning Lites	Jamie Ptacek	612-290-3247	jptacek@warninglitesmn.com	www.warninglitesmn.com
Bleachers	InProduction	Craig Kersey	331-215-5649	cskersey@inproduction.net	www.inproduction.net
Crane Mats	KTI	Tim Gillitzer	952-994-2037	tim@ktifencing.com	www.ktifencing.com
Credentials	Rapit Printing	Ginger Rosvold	651-633-4600	ginger@rapit.com	https://www.rapit.com/
Equipment/Heavy Machinery	Wiese	Dean Sommerdorf	952-828-7359	dsommerdorf@wieseusa.com	www.mnsupply.com
Equipment/Heavy Machinery	Ziegler CAT	Greg Miller	612-900-8474	gregory.miller@zieglercat.com	www.zieglercat.com
Fencing	Keller Fencing, Inc.	Tim Dyrhaug	651-646-8305	tdyrhaug@kellerfence.com	www.kellerfence.com
Fireworks	Res Pyro	Erv Haman	962-873-3113	sales@respyro.com	https://respyro.com/
Fuel	Diesel Dogs		651-571-4242	info@dieseldogs.com	www.dieseldogsfuelservice.com
Golf/Utility Carts	Versatile Vehicles	Pauline Accad	952-894-1123	pauline@versatilevehicles.com	www.versatilevehicles.com
Graphics/Signage	Grafix Shoppe	Matt Retzlaff	651-444-5280	matt@grafixshoppe.com	www.grafixshoppe.com
Hospitality/Décor	Festivities	Audra Smith	612-255-4886	audra@festivitiesmn.com	www.festivitiesmn.com
HVAC	C.H.I. Companies	Stuart Pysick	952-448-6225	spysick@chicompanies.com	www.constructionheatersinc.com
Port-O-Pots /VIP Restrooms	Biffs, Inc.	Cindy Wold	952-224-8417	cindyw@biffsinc.com	www.biffsinc.com
Power/Lights	E5 Energy	Jim Johnson	612-490-1192	jim@e5energy.com	https://www.e5energy.com/
Radios/Communication	BearCom	Heather Nelson	612-613-1164	heather.nelson@bearcom.com	www.bearcom.com
Storage Pods	Mid Minnesota Storage	Brian Dreesen	952-292-4268	brian@autotruckequipment.com	www.midmnstorage.com
Tent/Event Equipment	Ultimate Events	Tim Smith	763-559-6206	tsmith@ue-mn.com	www.ue-mn.com

ATTACHMENT E

Minimum Background Check Requirements
for Events Involving Minors or Vulnerable Adults

Prior to granting access to, or participation in, an Event, Renter will have completed a criminal history background check satisfying the minimum requirements set forth in this Attachment E for each employee, staff member, coach, trainer, referee, official, volunteer, and any other individual under the Renter's supervision or control who will have contact with any minor child or vulnerable adult in connection with the Event. Renter will deny access to, and participation in, each Event to any person disqualified by such background check.

DEFINITIONS

For purposes of this Attachment E, the following words or phrases will have the meanings set forth below:

(1) "Background Check Crime" includes Child Abuse Crimes, murder, manslaughter, felony level assault or any assault crime committed against a minor or vulnerable adult, kidnapping, arson, criminal sexual conduct, prostitution-related crimes, including, without limitation:

a. 243.166 (violation of predatory offender registration law);

b. 609.185 (murder in the first degree);

c. 609.19 (murder in the second degree);

d. 609.195 (murder in the third degree);

e. 609.20 (manslaughter in the first degree);

f. 609.205 (manslaughter in the second degree);

g. 609.2112 (criminal vehicular homicide);

h. 609.221 (assault in the first degree);

i. 609.222 (assault in the second degree);

j. 609.223, subdivision 1 (assault in the third degree);

k. 609.223, subdivision 2 (assault in the third degree, past pattern of child abuse);

l. 609.223, subdivision 3 (assault in the third degree, victim under four);

m. 609.2231 (assault in the fourth degree);

n. 609.224, subdivision 2 (assault in the fifth degree);

o. 609.224, subdivision 4 (assault in the fifth degree);

p. 609.2242 and 609.2243 (domestic assault, spousal abuse, child abuse or neglect, or a crime against children);

q. 609.2247 (domestic assault by strangulation);

r. 609.228 (great bodily harm caused by distribution of drugs);

s. 609.229 (crimes committed for benefit of a gang);

t. 609.2325 (criminal abuse of a vulnerable adult);

u. 609.233 (criminal neglect);

v. 609.2335 (financial exploitation of a vulnerable adult);

w. 609.245 (aggravated robbery);

x. 609.25 (kidnapping);

y. 609.255 (false imprisonment);

z. 609.2661 (murder of an unborn child in the first degree);

aa. 609.2662 (murder of an unborn child in the second degree);

bb. 609.2663 (murder of an unborn child in the third degree);

cc. 609.2664 (manslaughter of an unborn child in the first degree);

dd. 609.2665 (manslaughter of an unborn child in the second degree);

ee. 609.267 (assault of an unborn child in the first degree);

ff. 609.2671 (assault of an unborn child in the second degree);

gg. 609.268 (injury or death of an unborn child in the commission of a crime);

hh. 609.27 (coercion);

ii. 609.275 (attempt to coerce);

jj. 609.322, subdivision 1 (solicitation, inducement, and promotion of prostitution; sex trafficking in the first degree);

kk. 609.324, subdivision 1 (other prohibited acts; engaging in, hiring, or agreeing to hire minor to engage in prostitution);

ll. 609.342 (criminal sexual conduct in the first degree);

mm. 609.343 (criminal sexual conduct in the second degree);

nn. 609.344 (criminal sexual conduct in the third degree);

oo. 609.345 (criminal sexual conduct in the fourth degree);

pp. 609.3451 (criminal sexual conduct in the fifth degree);

qq. 609.3453 (criminal sexual predatory conduct);

rr. 609.352 (solicitation of children to engage in sexual conduct);

ss. 609.377 (malicious punishment of a child);

tt. 609.378 (neglect or endangerment of a child);

uu. 609.495 (aiding an offender);

vv. 609.561 (arson in the first degree);

ww. 609.582, subdivision 1 (burglary in the first degree);

xx. 609.66 (dangerous weapons);

yy. 609.67 (machine guns and short-barreled shotguns);

zz. 609.713 (terroristic threats);

aaa. 609.746 (interference with privacy);

bbb. 609.749 (stalking);

ccc. 617.23 (indecent exposure);

ddd. 617.241 (obscene materials and performances; distribution and exhibition);

eee. 617.246 (use of minors in sexual performance prohibited);

fff. 617.247 (possession of pictorial representations of minors);

ggg. 617.293 (dissemination and display of harmful materials to minors);

hhh. 624.713 (certain people not to possess firearms);

iii. 518B.01, subdivision 14 (violation of an order for protection);

jjj. aiding and abetting, attempt, or conspiracy to commit any of the offenses listed above; or

kkk. the commission of an act in any other state or country where the elements of the offense are substantially similar to any of the offenses listed above.

(1) "Child Abuse Crime" means:

a. an act committed against a minor victim that constitutes a violation of Minnesota Statutes section 609.185, paragraph (a), clause (5); 609.221; 609.222; 609.223; 609.224; 609.2242; 609.322; 609.324; 609.342; 609.343; 609.344; 609.345; 609.352; 609.377; 609.378; 617.246; or 617.247;

b. a violation of Minnesota Statutes section 152.021, subdivision 1, clause (4); 152.022, subdivision 1, clause (5) or (6); 152.023, subdivision 1, clause (3) or (4); 152.023, subdivision 2, clause (4) or (6); or 152.024, subdivision 1, clause (2), (3), or (4);

c. aiding and abetting, attempting, or conspiracy to commit any of the offenses listed above; or

d. the commission of an act in any other state or country where the elements of the offense are substantially similar to any of the offenses listed above.

BACKGROUND CHECK

Renter will perform a criminal history background check that, at a minimum, satisfies the requirements of the Minnesota Child, Elder, and Individuals with Disabilities Protection Background Check Act (Minnesota Statues sections 299C.60-299.64). Evidence of the commission of any Background Check Crime will prohibit Renter from granting the subject of the background check any access to, or participation in, an Event.

LITERACY MINNESOTA
ADULT BASIC EDUCATION TECHNOLOGY SERVICES

THIS AGREEMENT by and between *(consortium manager)* _____,

hereinafter referred to as "ABE Program," and the Literacy Minnesota is entered into for the period of July 1, 2025 to June 30, 2026.

LITERACY MINNESOTA agrees to:

1. Provide access to SID database and companion files that meet current Minnesota and National Reporting System (NRS) guidelines as of May 1, 2025.
2. Offer staff training as necessary, including the following:
   - On-site training for **new** ABE Programs (for as many staff as required);
   - Approximately 4 user meetings (2 hrs./each) at the Literacy Minnesota;
   - telephone technical support;
   - Unlimited e-mail support.
3. Host the application and data files, which includes the following:
   - Files are stored on a secure server with redundant power and connectivity;
   - Backups of the entire system are performed nightly with versions kept both on- and off-site;
   - Backups of input data are performed twice a day;
   - Data is protected with SSL data encryption.
4. Provide support for the software including the following:
   - Ongoing software bug fixes;
   - Updated software security patches;
   - Implementation of new standard reports – custom report requests will be implemented if feasible;
   - Addition of new NRS tables;
   - Assistance with creating and formatting required Minnesota Department of Education (MDE) ABE reports;
   - Annual migration of student and class data to new terms;
   - Annual creation of entry NRS levels based on state ABE policy.
5. MobyMax and Edmentum Support and Administration Services
   - Offer access to MobyMax Moby School Suite and Edmentum on-line learning system (number of seats to be determined).
   - Training – new user training, in-service training
   - Admin – create new teacher accounts, maintain student database
   - Reporting – run usage reports for consortia and/or state staff on request
   - Phone/email support – available to answer questions from teachers ("How do I....?")
   - Tech support – assist teachers with technical difficulties, refer to and/or contact ST Tech Support as necessary to resolve problem
6. Provide each consortia one Northstar Sponsor site license, which includes:
   - A Northstar portal through which consortia clients can access the assessments.
   - The ability to administer Northstar assessments in a proctored environment, and to award certificates to those passing at 85% or higher.
   - A database that will include the test results of all those accessing the assessments through the consortia portal.
   - An admin portal which includes access to online proctor training and other resources.
   - Support and technical assistance.

ABE Program agrees to:

1. Pay an annual fee for the use of MobyMax Moby School Suite, Edmentum, Northstar, SID and related technical support/training within thirty (30) days of billing date. The fee will be based on enrollment data submitted to MDE from the previous program year.
2. Create user IDs and passwords for member ABE Programs.
3. Designate specific user access to reporting services through Visual Studios. Since these users will have access to all of ABE Program's members' data, this access must be closely controlled.
4. Limit the use of SID database to the purchasing ABE Consortium members only. The ABE Consortium member may have unlimited users within its ABE service area. Manuals and forms may be copied as necessary.
5. Ensure data integrity and security by performing the following activities:
   - Create a system for ensuring passwords are secure and changed when staff changes occur;

- Notify LITERACY MINNESOTA staff if announced updates have not been implemented in ABE Program's system;
- Report software bugs in a timely manner and provide appropriate information for use in troubleshooting;

Additional Terms and Conditions
LITERACY MINNESOTA will retain all rights to the SID system, including software (and any modifications to the software), reports and manuals. No portion of the software or accompanying materials may be reproduced, distributed or sold without written permission from LITERACY MINNESOTA.

The software code will be available to users. However, if ABE Program modifies the code or restricts access by the software developer contracted by LITERACY MINNESOTA to the code, LITERACY MINNESOTA will not provide any of the support listed as a responsibility in Items 1, 4 and 5 under the "LITERACY MINNESOTA agrees to" heading (including implementing reports). In addition, if ABE Program wants to convert back to standard SID software code in the future, the entire cost of conversion will be the responsibility of that ABE Program. ABE Program agrees to notify LITERACY MINNESOTA if it decides to modify the code.

ABE Program assumes all responsibilities for data submitted to the State of Minnesota; LITERACY MINNESOTA and its assigns are not liable for any calculation errors, omissions or financial penalties that may result from the use of the software.

See Attachment A for the End-User License Agreement which is herein incorporated into this agreement.

The Consortium manager signing this agreement is responsible for distributing a copy of this agreement and the End-User License agreement to all ABE Programs within the consortium and ensuring that all comply with the terms and conditions under these agreements.

Hold Harmless:
ABE Program will indemnify and hold harmless LITERACY MINNESOTA, its officers and employees from all claims, actions or suits of any character brought on account of any claimed or alleged injuries or damages received by any person or property resulting from any act of commission or omission by ABE Program.

Neither ABE Program nor LITERACY MINNESOTA will bring a legal action against the other more than two years after the cause of action.

Amendment or Changes to Agreement
Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by both parties. This includes significant modifications to the attached software license.

Cancellation:
Either party may cancel with 30 days written notice. In the event of termination, all documents and software shall be destroyed by ABE Program. There shall be no further obligation of LITERACY MINNESOTA to ABE Program. A portion of the annual fee may be refunded at LITERACY MINNESOTA's discretion.

Entire Agreement:
This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations and discussions, both written and oral, between the Parties with respect to the transactions contemplated hereby.

Severability
The invalidity of any one or more of the words, phrases, sentences, clauses, sections or subsections combined in this Agreement shall not affect the enforceability of the remaining portions of this Agreement or any part hereof, and, in the event that any one or more of the words, phrases, sentences, clauses, sections or subsections combined in this Agreement shall be declared invalid, this Agreement shall be construed as if such invalid word or words, phrase or phrases, sentence or sentences, clause or clauses, section or sections, of subsection or subsections had not been inserted.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective the day and year mentioned above.

ABE Program

Simone Zurich, Exec. Dir. Finance
Authorized Representative – printed name/title

Simone Zurich
Authorized Representative – signature

Literacy Minnesota
700 Raymond Avenue Suite 180, St. Paul, MN 55114

Anton Jones
President

Attachment A
End User License Agreement for SID Database
Version PY 25/26

PLEASE READ THIS LICENSE CAREFULLY BEFORE USING THIS SOFTWARE. BY USING THIS SOFTWARE, YOU AGREE TO BECOME BOUND BY THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THE LICENSE, DO NOT USE THIS SOFTWARE.

The SID Database is licensed, not sold, to you, ABE Program, by the Literacy Minnesota and its successors for use only under the terms of this License. LITERACY MINNESOTA and its successors reserve any rights not expressly granted to you.

1. LICENSE.

   A. Subject to the terms and conditions of this agreement, LITERACY MINNESOTA grants ABE Program, and the programs within its consortium, a non-transferable, non-exclusive right and license to use the Software and Documentation, including all changes, modifications, improvements, corrections and updates thereto.
   B. ABE program may assign unlimited users within the specific ABE service area.
   C. LITERACY MINNESOTA retains and owns all rights, title and interest including, but not limited to, copyright, patent, and all other intellectual property rights in:
      - The Software and Documentation;
      - Any and all changes, modifications, improvements, corrections, updates and derivative works of the Software and Documentation by whomever made or created them.
   D. ABE Program is responsible for:
      - Supervising, managing and controlling ABE Program's use of the Software and Documentation;
      - Assuring proper machine configuration, audit controls, and operating methods;
      - Implementing sufficient procedures to satisfy the Minnesota Department of Education's ABE Program requirements for security and accuracy of input and output, as well as restarts and recovery in the event of a malfunction;
      - Purchasing software and maintaining adequate network capabilities that may be required to run the SID application;
      - Installing and purchasing adequate communication lines used in connection with the Software.
   E. ABE Program understands that technically advanced persons (including "hackers" who have malicious intentions, and "power users" who have productive intentions) may defeat whatever security measures are built in to protect the integrity of tables, queries, and other Application objects, and shall not hold LITERACY MINNESOTA responsible for fixing any security-breach related problems within the scope of this Agreement.

2. SOFTWARE UPDATES AND MODIFICATIONS. LITERACY MINNESOTA and the Developer are committed to increasing the functionality of SID as needed by the user community. Requests for updates and modifications (including reports) should be submitted to LITERACY MINNESOTA's SID Administrator. The Administrator and the Developer will then evaluate the requested change in terms of the importance of the change and its effect on overall Software functionality. Changes that pass this scrutiny may then be completed. LITERACY MINNESOTA does not guarantee that all requested changes will be implemented.

3. RESTRICTIONS. Any custom enhancements to the Protected Products requested by and/or paid for by ABE Program become part of the Protected Product and therefore owned by LITERACY MINNESOTA, who has exclusive ownership rights to the Program Code, and retains the right to reuse and/or resell the Program Code, including selling part or all of the Program Code to third parties. ABE Program may not sell, rent, lease, sublicense, assign, or transfer the license the Program Code enhancements, in whole or in part.

   In addition, if ABE Program makes any custom enhancements then LITERACY MINNESOTA has no further responsibility to support or maintain the SID Database for this ABE Program.

4. TERMINATION. This License is effective until terminated. This License will terminate immediately without notice from LITERACY MINNESOTA, its successors, or judicial resolution if you fail to comply with any provision of this License. Upon such termination your user ID and access will be terminated.

   See the "Cancellation" heading on the Service Agreement for voluntary termination options.

   Sections 6, 7 and 8 of this agreement will survive any termination.

5. PASSWORDS. To gain access to and use the Software, you may be required to create a log-in ID and password. You are responsible for activity that occurs under your log-in ID. LITERACY MINNESOTA has no obligation or responsibility with regard to your use, distribution, disclosure, or management of log-in information.

6. DISCLAIMER OF WARRANTIES. EXCEPT FOR WARRANTIES EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, LITERACY MINNESOTA AND ITS SUCCESSORS EXPRESSLY DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE SOFWARE AND ACCOMPANYING WRITTEN MATERIALS. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

7. LIMITATION OF REMEDIES AND DAMAGES. In no event will LITERACY MINNESOTA, its parent or subsidiaries, successors, or any of the licensors, directors, officers, employees, contractors or affiliates of any of the foregoing be liable to you for any consequential, incidental, indirect or special damages whatsoever (including, without limitation, damages for loss of program income, program interruption, loss of program information), whether foreseeable or unforeseeable, arising out of the use of or inability to use the Software, or any subsequent updates, upgrades or enhancements or accompanying written materials, regardless of the basis of the claim and even if LITERACY MINNESOTA, its successor, or LITERACY MINNESOTA's representative or successor has been advised of the possibility of such damage.

8. GENERAL. This License will be construed under the laws of the State of Minnesota, except for that body of law dealing with conflicts of law. If any provision of the License shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible, and the remaining provisions of this License will remain in full force and effect. If the Software is supplied to the United States Government, the Software is classified as 'restricted computer software' as defined in clause 52.227.19 of the FAR. The United States Government's rights to the Software are as provided in clause 52.227.19 of the FAR

No Cost Contracts Signed
July 2025

For your information, the Superintendent or the Executive Director of Business Services has signed the following no cost contracts during the above timeframe:

Name	**Contract Source**	**Description**
Duluth Area Family YMCA	Special Services/ Community Education	Addition of data practices language in current K.E.Y. Zone Contract

CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 28th day of July, 2025

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND –

Duluth Area Family YMCA

OF THE SECOND PART

Background:

A. Independent School District No. 709 and Duluth Area Family YMCA (the "Parties") entered into the contract (the "Contract") dated July 1, 2024, for the purpose of Duluth Y and District shall provide staff and supplies, as agreed upon by both parties, to support the out of school time (school year and summer) programs – K.E.Y. Zone and its functions at the following sites:

Lowell Elementary School
Lester Park Elementary School
Laura MacArthur Elementary School
Congdon Park Elementary School
Homecroft Elementary School
Lakewood Elementary School
Stowe Elementary School
Piedmont Elementary School
Myers-Wilkins Elementary School.

B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the "Agreement").
C. This Agreement is the first amendment to the Contract.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

Amendments

1. The Contract is amended as follows:
    a. Under Section 15. Data Practices – contract shall include the following language
        i. The District will provide access to enrolled program youth immunization records for State Certification requirement.

No Other Change

2. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Miscellaneous Terms

3. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Heading are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language in this Agreement.

Governing Law

4. Subject to the terms of the Contract, it is the intention of the Parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Minnesota, without regard to the jurisdiction in which any action or special proceeding may be instituted.

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Contractor Signature — SSN or EIN: 41-0193931 — Date: 7/31/25

Program Director — Date: 8/4/25

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either (1) the following budget (include full 18-digit code), (2) will be paid using Student Activity Funds or (3) is no cost contract (e.g. Memorandum of Understanding). Please check the appropriate line below:

X Check if the contract will be paid using District funds and enter the budget code in the top line below.

04	E	005	570	321	305	272
XX	X	XXX	XXX	XXX	XXX	XXX

____ Check if the contract will be paid using Student Activity Funds

____ Check if the contract is a no-cost contract such as a Memorandum of Understanding

CFO/Superintendent of Schools/Board Chair — Date: 8/1/25

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Area Family YMCA, hereinafter called "Duluth Y."

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Duluth Y will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2024 and shall remain in effect until June 30, 2027, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Duluth Y and District shall provide _staff and supplies, as agreed upon by both parties, to support the out of school time (school year and summer) programs - K.E.Y. Zone and its functions at the following sites:

Lowell Elementary School
Lester Park Elementary School
Laura MacArthur Elementary School
Congdon Park Elementary School
Homecroft Elementary School
Lakewood Elementary School
Stowe Elementary School
Piedmont Elementary School
Myers-Wilkins Elementary School

Duluth Y site coordinators have their own cards for purchasing. Staff abide by respective organizations' purchasing policies.

Addendum 1 - Staffing Design Model

3. **Background Check.** Duluth Y must provide an executed criminal history and background check on all of its employees assigned to the program. Duluth Y is precluded from performance of the contract until the results of the criminal background check(s) are on file. The Duluth Y abides by ISD 709 policy regarding background checks. Duluth Y will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. Allowable Expenses/Shared Change in Net Profits. In consideration of the performance of Duluth **Y** of its obligations pursuant to this Agreement agree to spend according to the budget which will include the following:

Direct expenses of Salaries and Benefits as well as pre-approved supplies, educational materials, insurance, staff training, and other Out-of-School-Time (OST) items needed to execute the program purchased by the Duluth Y. In addition, expenses will include a 15% administrative fee. The administrative fee of 15% will be based on total expenses for the month. Either party can request a budget adjustment with 30 days written notice if revenue increases for all sites listed. The Duluth Y will maintain detailed records of all expenditures for review by the District at their request.

At the end of each month the Duluth Y will provide the District a Statement of Activities showing all revenues and expenses for each month and contract to date.

At the end of the fiscal year for the District - June 30, 2025, June 30, 2026 and June 30, 2027, the Duluth Y will either bill or reimburse the District, 50% of the change in net assets.

Duluth Y is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Propriety of Expenses.** The District can question any expense item. District reserves the right to offset any disallowance of any item or items at any time under this Agreement by increasing future payments to the District. This clause shall not be construed (l bar any other legal remedies District may have to recover funds expended by the Duluth Y for disallowed costs.

6. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that the Duluth Y has provided, prepared, or utilized in performance of the terms of this Agreement. The Duluth Y will have the same rights as stated above.

7. **Independent Contractor.** Duluth Y shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Duluth Y's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

8. **Indemnification.** The Duluth Y shall indemnify District against all expenses, liabilities and claims, including reasonable counsel fees, by or on behalf of any person or entity arising out of either (1) a failure by the Duluth Y to perform any of the terms or conditions of this Agreement, (2) any injury or damage happening as a result of the Duluth Y's negligence or that of its agents or (3) the Duluth Y's failure to comply with any law of any governmental authority, provided, however, that the Duluth Y shall have no indemnity obligation for any such liabilities or damages caused by the negligence of District or its agents. District, in tum, shall indemnify the Duluth Y Tenant against all expenses, liabilities and claims, including reasonable counsel fees, by or on

behalf of any person or entity arising out of either (1) a failure by District to perform any of the terms or conditions of this Agreement, (2) any injury or damage happening as a result of District's negligence or that of its agents, or (3) District's failure to comply with any law of any governmental authority.

9. **Notices.** All notices to be given by the Duluth Y to the District shall be deemed to have been given by depositing the same in writing in the United States Mail or hand delivered: ISD 709, Duluth Public Schools, Attn: Community Education, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by the District to the Duluth Y shall be deemed to to have been given by depositing the same in writing in the United States Mail or hand delivered to Sara Cole, Duluth Y's CEO, Duluth YMCA, 302 W. 1st. St., Duluth, MN 55802.

10. **Assignment.** Neither party shall in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the other party.

11. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

12. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

13. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

14. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (60) days written notice to the other party as provided for in this Agreement.

15. **Data Practices.** The Duluth Y further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement. The District will provide access to enrolled program youth immunization records for State Certification requirement.

16. **Insurance.** The Duluth Y shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. The Duluth Y shall maintain such insurance in force and effect throughout the term of the contract.

The Duluth Y is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: The Duluth Y must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: The Duluth Y is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

17. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF TIDS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF TIDS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their. duly authorized officers as of the day and year first above written.

Contractor Signature

Date

SSN/Tax ID Number

Program Director

Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

_X_ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

04	E	005	570	321	305	272
XX	X	XXX	XXX	XXX	XXX	XXX

__ Check if the contract will be paid using Student Activity Funds

__ Check if the contract is a no-cost contract such as a Memorandum of Understanding

i.o & ness Services / Superintendent of Schools / Board Chair

7-24-24
Date

Key Zone Staffing Design

ISD 709 Duluth Public Schools Director of Community Education and Duluth YMCA Community Services Director: Directors will provide leadership and direction to all school year and summer programming. Directors will develop and monitor budgets and work to secure additional funding that will support the program. Directors will serve as ambassadors for the program at a local and state level.

Program Director: The Director oversees all aspects of program implementation, staffing, evaluation and communication between all sites and program partners. This position oversees program compliance with state and organizational policies and procedures. The Director supervises the Site Coordinators and participates in performance reviews for all Key Zone staff.

Site Coordinators: Each of the nine sites has a part/full time program coordinator who will oversee implementation for their community/school partnership. Site coordinators are responsible for the fidelity of the program model and integrity of the interventions. Site Coordinators implement program strategies/activities, ensure Key Zone staff work in close collaboration with school staff, engage parents, oversee volunteer recruitment and training, weekly site based team meetings, and mobilize community resources in support of program goals. Site coordinators recruit, supervise and review performance for all out of school time staff including AmeriCorps Members, youth specialists and/or club instructors.

AmeriCorps Members: Members will be placed to provide academic enrichment, youth development, homework help and service learning.

Youth Specialists/Lead Staff: Youth Specialists/Lead Staff maintain a safe and engaging learning environment for youth in an after-school and summer program setting. Staff plan and implement high-quality academic and enrichment activities catered to youth's interests and needs. Staff receive training in child development strategies, building safety, and behavior management strategies. The number of staff needed per site depends on the number of children enrolled to stay within student-to-staff ratio.

Volunteers: Trained volunteers will serve as program assistants. Each site will have on-going volunteers who provide mentoring and tutoring, group support and are involved in the planning and implementation of special projects and activities based on their interest and expertise. All volunteers undergo a background check and meet with participants in view of staff.

Student-to-staff ratios: 1:15 student-to-staff ratio in all grade K-5 activities not including volunteers. 1:10 student-to-staff ratio for any pre-kindergarten groups.

Grant Applications

July 2025

For your information, the Assistant Superintendent and/or the CFO, Executive Director of Business Services have approved the following grant applications during the above month:

Organization	Author/Contact	Project Title	Amount Requested	Terms
Minnesota Power	Elina Gilsvik	Outdoor Education at Ordean and Lincoln	$13,040.00	Transportation to Boulder Lake for 4 field trips during the 25-26 school year (2 per semester) and Boulder Lake's programming cost.
The Midwest Indigenous Immersion Network	Nashay Howes	Misaabekong Ojibwe Immersion/ Lowell	$25,000.00	We plan to use the funds to help pay for curriculum and assessment development by our classroom teachers, elder and community expert contracting, travel expenses for professional development, classroom resources and manipulatives, to purchase traditional gifts and honorariums for elders and community experts, and to compensate for any additional materials needed by the Misaabekong program that is not funded by our general education fund i.e. cultural items for graduating students.

Change Orders Signed
July 2025

For your information, the Superintendent or the Executive Director of Business Services has signed the following no cost contracts during the above timeframe:

Contractor Name	Contract Source	Description
Donald Holm Construction	**Facilities**	**Transportation Building Addition – concrete cutting and patch back for increased depth (+$3,136.49)**
Donald Holm Construction	**Facilities**	**Transportation Building Addition – additional concrete forms, rebar, forming and materials (+$6,578.05)**
Donald Holm Construction	**Facilities**	**Transportation Building Addition – additional labor, gas line fitting, lift rental (+$11,437.09)**
Wolf Track Energy	**Facilities**	**DSC solar project (-$9,930.00)**

COPY

Change Order

PROJECT:
ISD 709 Transportation Building Addition

DONALD HOLM CONSTRUCTION CO., INC.
CHANGE ORDER NUMBER: 4
DATE: June 26, 2025

OWNER:
ISD 709-Duluth Public Schools

Original Contract Amount	$820,733.00
Previous Approved Change Orders	$19,457.14
Previous Contract Amount	$840,190.14
New Change Order Amount	$3,136.49
Revised Contract Amount	$843,326.63

THE CONTRACT IS CHANGED AS FOLLOWS:

Additonal concrete cutting and patch back for increased depth

Contractor: Donald Holm Construction Co. Inc.

Signature:

Owner: ISD 709

Signature:

Bryan J. Brown

(Please Print Name)

Donald HOLM CONSTRUCTION CO. INC.

ISD 709-Duluth Public Schools
800 E. Central Entrance
Duluth, MN 55811

June 20, 2025

RE: ISD 709 Transportation Building Addition-Additional concrete cutting and patch back for increased depth

We are pleased to provide you with all necessary tools, materials and labor to complete the follow items:

Additional concrete cutting and patch back for increased depth

- Labor **$2,280.00**
- Material **$570.75**

Sub-Total: $2,850.75
10% OH&P: $285.74
Total Add: $3,136.49

DTE Reviewed:

The submitted costs appear reasonable and consistent with the requested scope of work.

Joe A. Nicholson / P.E. Quirin, P.E.

Thank you,

Ryker C. Holm
Donald Holm Construction Co. Inc.

3211 West 3rd Street • Duluth, Minnesota 55806 • Office 218-628-2257 • Fax 218-628-1858

COPY

Change Order

PROJECT:
ISD 709 Transportation Building Addition

DONALD HOLM CONSTRUCTION CO., INC.
CHANGE ORDER NUMBER: 3
DATE: June 26, 2025

OWNER:
ISD 709-Duluth Public Schools

Original Contract Amount	$820,733.00
Previous Approved Change Orders	$12,879.09
Previous Contract Amount	$833,612.09
New Change Order Amount	$6,578.05
Revised Contract Amount	$840,190.14

THE CONTRACT IS CHANGED AS FOLLOWS:

Change in concrete forms
Trucking for change in concrete forms
Additional rebar
Additional forming, concrete & material handling

Contractor: Donald Holm Construction Co. Inc.

Signature:

Owner: ISD 709

Signature:

Bryan J. Brown
(Please Print Name)

Donald HOLM CONSTRUCTION CO. INC.

ISD 709-Duluth Public Schools
800 E. Central Entrance
Duluth, MN 55811

June 10, 2025

RE: ISD 709 Transportation Building Addition-RFP #2

We are pleased to provide you with all necessary tools, materials and labor to complete the follow items:

• Change in concrete forms	**$3,505.05**
• Trucking for change in forms	**$1,225.00**
• Additional rebar	**$500.00**
• Additional forming, concrete and material handling	**$750.00**
	Sub-Total: $5,980.05
	10% OH&P: $598.00
	Total Add for RFP #2: $6,578.05

DTE Reviewed:

The submitted costs appear reasonable and consistent with the requested scope of work.

Joe A. Nicholson / P.E. Quirin, P.E.

Thank you,

Ryker C. Holm
Donald Holm Construction Co. Inc.

3211 West 3rd Street • Duluth, Minnesota 55806 • Office 218-628-2257 • Fax 218-628-1858

COPY

Change Order

PROJECT:
ISD 709 Transportation Building Addition

DONALD HOLM CONSTRUCTION CO., INC.
CHANGE ORDER NUMBER: 2
DATE: June 26, 2025

OWNER:
ISD 709-Duluth Public Schools

Original Contract Amount	$820,733.00
Previous Approved Change Orders	$1,442.00
Previous Contract Amount	$822,175.00
New Change Order Amount	$11,437.09
Revised Contract Amount	$833,612.09

THE CONTRACT IS CHANGED AS FOLLOWS:

Additional Gas Piping & Assoicated Fittings
Additional Lift Rental

Contractor: Donald Holm Construction Co. Inc.

Signature:

Owner: ISD 709

Signature:

Bryan J. Brown
(Please Print Name)

ISD 709-Duluth Public Schools
800 E. Central Entrance
Duluth, MN 55811

June 17, 2025

RE: ISD 709 Transportation Building Addition-RFP #1

We are pleased to provide you with all necessary tools, materials and labor to complete the follow items:

Additional gas piping labor, piping, fittings and lift rental

- Labor 54 hrs. at $110.00.40/hr. - **$5,961.60**
- 200' of gas line and associated fittings - **$2,706.00**
- Additional lift rental - **$500.00**
- 8.875% Sales Tax (Materials Only): - **$284.53**

Sub-Total: $9,452.13

Subcontractor 10% OH&P: $945.21

Sub-Total: $10,397.35

DHCC 10% OH&P: $1,039.74

Total Add for RFP #1: $11,437.09

DTE Reviewed:

The submitted costs appear reasonable and consistent with the requested scope of work.

P.E. Quirin, P.E.

Thank you,

Ryker C. Holm
Donald Holm Construction Co. Inc.

3211 West 3rd Street • Duluth, Minnesota 55806 • Office 218-628-2257 • Fax 218-628-1858

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Wolf Track Energy change order

PROJECT NAME	ISD 709 solar installation
LOCATION OF WORK	709 Portia Johnson Drive Duluth MN 55811
DATE	4-1-2025
CLIENT	ISD 709

CHANGE REQUEST OVERVIEW

DESCRIPTION OF CHANGES NEEDED	Switching VSUN 600W solar modules to Heliene 540W modules. System DC size will now be 100.44 kW (DC) 88.35 kW (AC)
REASON FOR CHANGE	Racking company wouldn't provide documentation to support bonus tax credit eligibility, so Solar Developer switched to Heliene solar modules with domestic component in an effort to secure bonus domestic content 10% tax credit. Heliene panels have roughly the same footprint as the VSUN 600W modules, so system DC wattage decreased. System AC wattage increased because six more panels fit on the roof.
ADDITIONAL INFORMATION	New payment schedule: ~~10% ($36,172.50) due upon signing contract PAID~~ 50% ($157,811.25) of remaining contract price due upon installation scheduling 50% ($157,811.25) of remaining contract price due upon completion of installation and commissioning with utility

CHANGE IN CONTRACT PRICE

ORIGINAL PRICE	$361,725
NET CHANGES OF PREVIOUS CHANGE ORDERS	N/A
NET INCREASE / DECREASE	($9,930)
TOTAL CONTRACT PRICE WITH APPROVED CHANGES	$351,795

CHANGE IN CONTRACT TIMES

ORIGINAL TIMES	Due Dec. 31, 2025
NET CHANGES OF PREVIOUS CHANGE ORDERS IN DAYS	N/A
NET INCREASE / DECREASE	N/A
TOTAL CONTRACT TIME WITH APPROVED CHANGES	Dec. 31, 2025

ACCEPTED BY *SIGNATURE*	DocuSigned by: Bryan Brown F0EB442BF2914DE...	**APPROVED BY** *SIGNATURE*	Signed by: John Hageman 7094DFC5C37C462...
NAME	Bryan Brown	**NAME**	John Hageman
DATE	4/1/2025	**DATE**	4/1/2025