Dilworth City Hall
2 First Avenue SE
Dilworth, MN 56529

Office 218-287-2313
cityhall@ci.dilworth.mn.us
www.cityofdilworth.com

DILWORTH CITY COUNCIL REGULAR MEETING
MONDAY, MAY 11, 2026, 6:00 PM

1. **Call to Order**

2. **Roll Call**

3. **Agenda Approval**

4. **Consent Agenda**

   4.A Approve minutes from the April 27, 2026 City Council Meeting

   4.B Approve construction contracts for the Dilworth Community Center project

   4.C Receive and file resignation notice (Fire Department)

   4.D Authorize training requests (City Council)

   4.E Approve Off-sale Intoxicating Liquor License for Walmart Inc. dba Walmart #1627, for the period of June 1, 2026 - May 31, 2027

   4.F Authorize the hiring of Dilworth pool staff for the 2026 Summer Season

   4.G Approve the Mechanical License application of Comfort Air Solutions, Inc, to expire May 10, 2027

   4.H Approve the Mechanical License application of Air By Design, LLC, to expire May 10, 2027

   4.I Approve the Mechanical License application of Northstar Mechanical, to expire May 10, 2027

   4.J Approve the Mechanical License application of EarthAire, LLC, to expire May 10, 2027

   4.K Receive and file resignation notice (Police Department)

   4.L Approve Jim White Live contract for Dilworth Loco Daze

   4.M Receive and file April 2026 Utility Report

   4.N Approve hire of part-time Deputy Clerk (City Hall)

   4.O Approve Chloe Ray contract for Dilworth Loco Daze

5. **Public Comment Period (by Appointment Only)**

6. **Police Department**

   6.A National Police Week 2026

7. **Parks**

   7.A Consideration, Ground Lease Agreement for Park Equipment at the Dilworth Lutheran Church

8. **Planning & Engineering**

   8.A Resolution 26-26, Supporting a Federal Grant Application for Preliminary Design and Environmental Review of the 14th Street Grade Separation Project Over the BNSF Rail Corridor (Drexel Verrette Jr. and Alexis Jones with BNSF Presenting)

   8.B Consideration, Pay Application #3 for the Woodbridge & Summerwood Ponds Dredging Project

9. **Finance**

   9.A Resolution 26-25, Calling for a Public Hearing on the Approval of a Proposed Tax Abatement by the City of Dilworth on Certain Property Located Within the City and the Issuance of General Obligation Tax Abatement Bonds

10. **City Hall**

    10.A Consideration, Recommendation to hire DDA Human Resources for City Administrator Recruitment Services

    10.B Public Hearing: Resolution 26-27, Miscellaneous Assessment for an Unpaid Curb Stop Repair Invoice at 202 1st Avenue SE - Judy Berquam

    10.C Public Hearing: Resolution 26-28, Miscellaneous Assessment Hearing for Unpaid Utility Bill at 404 2nd Avenue NW - KAH Homes LLC

11. **Council Member's Concerns and Committee Updates**

12. **Payment of Bills**

    12.A Bills to be approved for May 11, 2026

13. **Adjournment**

AGENDA ITEM NO. 4.A

Approve minutes from the April 27, 2026 City Council Meeting

DESCRIPTION: N/A

SUGGESTED ACTION: Consent agenda approval

VOTING REQUIREMENT: Simple Majority of the Voting Quorum

SUBMITTED BY: Jessica Malvin, Administrative Assistant

DEPARTMENT: City Hall

ATTACHMENTS: 04_27_2026_Minutes.pdf

Minutes of the Dilworth City Council Regular Meeting, Clay County, Minnesota, held April 27, 2026, at 6:00 PM, at Dilworth City Hall 2 First Avenue SE Dilworth, MN 56529.

PRESENT: Chad Olson, Julie Nash, Kevin Peterson, Amber Borah, David Steichen

OTHERS: City Administrator Peyton Mastera, Police Chief Hunter Rawson, Maintenance Supervisor Mike Denis, Fire Chief Scott Payne, Assistant Fire Chief Chris Kohler, Finance Officer Perry Baatz, Community Development Director Don Lorsung, Stacy Pritchard, Doug Pritchard, Aaron Kangas, Grace Kangas, Brent Kangas, Caaden Kangas, Eileen Kangas, Frank Gross, Lavonne Gross, Tyler Nash, Ian Nash, James Nash, Laura Swalsgood, Ken Writz, Brian Norberg, Mary Norberg, Michael Norberg, Charles Cox, Jacobe Stetz, Jordan Stetz, Carol Skabo, Danny Houska, Jered Pigon, Kim Kotzer, Jace Kotzer, Chris Kotzer, John Shorey III, David Eilertson, Trisha Eilertson, Matthew Eilertson, Hayden Eilertson, Chris Johnson, Cara Shulstad, Easton Shulstad, Josh Shulstad, Michelle Gerrity, Andrew Krog, Trudy Krodosky, Cassie Hoversten, Ross Dannhoff, Justine Dannhoff, and Administrative Assistant Jessica Malvin

1. **Call to Order**

The meeting was called to order at 6:00 p.m.

2. **Roll Call**

3. **Agenda Approval**

MOTION: by Julie Nash, seconded by Amber Borah, to approve April 27, 2026 city council agenda. Motion passed by 5 ayes, 0 nays.

4. **Consent Agenda**

MOTION: by David Steichen, seconded by Julie Nash, to approve all items on the consent agenda. Motion passed by 5 ayes, 0 nays.

4.A. Approve minutes from the April 13, 2026 City Council Meeting

4.B. Receive and file the minutes for the Dilworth Fire Department Business Meeting from April 20, 2026

4.C. Approve travel to the League of Minnesota Cities office (City Hall)

4.D. Approve contract with Games to Go Rental for Cottonwood Park event on June 10, 2026

4.E. Approve construction contracts for the Dilworth Community Center project

4.F. Adjust hire of summer Maintenance Worker pay

4.G. Authorize hire of summer Maintenance Worker

4.H. Receive and file resignation notice (City Hall)

4.I. Resolution 26-24, Authorizing Temporary Construction Easements for hte 34th Street Water Main Extension Project

5. **Public Comment Period (by Appointment Only)**

No public comment requests were received.

6. **Recognition**

6.A. 2025 Volunteers of the Year

The City of Dilworth recognized the following citizens for their volunteer work in 2025: Tyler Nash with the Dilworth Fire Department, David Eilertson with St. Elizabeth' s Catholic Church, Brian Norberg with the Dilworth Lions Club, Grace Kangas with the Loco Lions, Kim Kotzer and Cara Shulsstad with Dilworth Police Department Volunteers.

The Council expressed sincere gratitude to all honorees, their families, and the organizations that nominated them. Mayor Olson noted the theme of family legacy in service that was evident throughout the evening's recognitions. A brief recess followed to allow the honorees and their families to depart.

7. **Planning & Engineering**

7.A. Discussion, MnDOT Highway 10 Reconstruction Project

City Administrator Mastera introduced the MnDOT project team, noting the productive working relationship that had developed over the course of this multi-year process. He explained that the purpose of the presentation was to provide the Council with an update on the preferred design concepts ahead of the formal municipal consent process, which is anticipated to be requested in August 2026.

The presentation was delivered by Andrew Krog (MnDOT Project Manager), Michelle Gerrity (Isthmus Engineering, Consultant Project Manager), and Trudy Krodosky (MnDOT Traffic Engineer).

Intersection Alternatives and Preferred Selections

Ms. Gerrity recapped the intersection alternatives previously presented and identified the preferred alternatives that had since been selected:

Frontage Road: A permanent traffic signal was selected over a roundabout, as a two-lane roundabout would have been overly complex and its proximity to the 34th Street signal would have created operational conflicts.

County Road 9: A single-lane roundabout was selected. A three-quarters access option was eliminated due to concerns about emergency vehicles being unable to make left turns from the north leg. A signal was not justified by traffic volumes, and a multi-lane roundabout would have added significant footprint without meaningful operational benefit.

Main Street: A roundabout was selected over the existing signal. The team noted that existing traffic volumes do not justify a signal and that the roundabout is expected to improve both vehicular and pedestrian safety.

7th Street: A smaller-footprint roundabout was selected, as a full-size single-lane roundabout provided no significant additional operational value.

14th Street: A single-lane roundabout was selected. Signal volumes were not met, and a J-turn option was eliminated due to proximity to private drives and 12th Street.

Ms. Gerrity walked the Council through the full corridor layout, highlighting the transition from a four-lane section near 34th Street to a three-lane configuration through the downtown area, with 10-foot shared-use paths on both sides. Key features discussed included:

A new stormwater treatment pond to be located south of the corridor between County Road 9 and 5th Street, required under MS4 stormwater regulations applicable to reconstruction projects. Mr. Krog explained that the existing storm sewer system is undersized and that the pond would eliminate current design compromises, including inadequate pipe capacity.

Access revisions, including the rerouting of two property accesses near 7th Street from Highway 10 to 7th Street, a three-quarter access point at the Starlight Pet Motel, and a low-profile median at 5th Street to preserve emergency vehicle access to the adjacent neighborhood.

Lane widths were increased from 15 feet to 18 feet curb-to-curb, and the median curb was changed to a mountable sloped style (S-524 profile) to allow emergency vehicles to navigate around stopped vehicles if necessary.

On-street parking was retained on the north side between 1st and 2nd Streets for adjacent businesses.

The road alignment in the eastern section shifts onto the existing eastbound lanes, which is anticipated to improve constructability, reduce grading costs, and potentially allow for future development on the north side.

Council Discussion

Emergency Vehicle Access: Councilmember Peterson expressed concern that 18-foot lanes would be insufficient for fire trucks and police vehicles, particularly when a vehicle is stopped near a median. Mr. Krog acknowledged the design standard of 18 feet as sufficient for passing and noted the mountable median curb as an additional measure. City Administrator Mastera confirmed that multiple meetings had been held with police, fire, and Sanford Ambulance to address public safety concerns.

Pedestrian Safety at Main Street Roundabout: Councilmember Borah raised concerns about the safety of children crossing at the Main Street roundabout, given its proximity to the school. Ms. Gerrity and Traffic Engineer Krodosky responded that roundabouts inherently slow traffic and separate driver decision-making, with pedestrians being the first thing a driver sees upon approach rather than a third consideration as at a signalized intersection. Mr. Krog noted that no pedestrian fatality has ever been recorded at a roundabout crosswalk in the United States since roundabouts began being built in the 1990s. Community Development Director Don Lorsung suggested the possibility of a Rectangular Rapid-Flash Beacon (RRFB) at the Main Street crossing, which the team acknowledged but noted would present signing and

placement challenges in a small roundabout context.

Median Closures and Resident Access: Vice Mayor Nash expressed concern that the median closures at several single-leg (T-intersection) streets effectively reduced the corridor from four lanes to two for residents who previously made left turns to access their homes. She noted her experience with similar configurations in nearby Glyndon and characterized the restrictions as taking away more from residents than the corresponding safety benefit provides. Mayor Olson echoed this concern, stating he believes a continuous three-lane configuration without restrictive medians would be more consistent with what was communicated to the public during the study process. Councilmember Steichen offered a counterpoint, noting that while change is difficult, communities quickly adapt to access management changes, as was the case in Fargo when railroad crossing closures were implemented. Ms. Gerrity clarified that median closures were applied consistently only to T-intersections, with full through-movement retained at intersections with legs on both sides, and noted that several exceptions had been made.

Speed Limit: Councilmember Borah inquired about the possibility of reducing the speed limit at the eastern approach to the city ahead of the project. Traffic Engineer Krodosky explained that speed limit reductions are typically driven by the physical context of the roadway rather than signage alone, as drivers adjust their speed based on perceived environment. She noted the area currently reads as rural due to limited development near the road, but offered to consult with MnDOT's central office regarding the feasibility of a transition zone reduction.

Traffic Modeling and Visualization: The team presented AM and PM peak-hour traffic simulation videos generated using Synchro software, modeling 2045 projected traffic volumes. The visualization showed traffic flow at each major intersection. A 3D fly-through of the corridor, beginning at 34th Street and traveling east, was also presented, giving the Council a realistic sense of the proposed streetscape, including medians, paths, boulevards, and roundabout geometry. Mr. Krog noted that concrete pavement is anticipated at this time.

Future East-West Connectivity: The team encouraged the City to plan for additional east-west travel routes parallel to Highway 10 as development in the eastern portions of the city increases, to reduce reliance on the trunk highway for local circulation.

Future Railroad Overpass: Councilmember Steichen asked whether the potential future overpass over the railroad tracks at 14th Street had been considered in the design. Ms. Gerrity confirmed that the roundabout at 14th Street was designed to accommodate a future connection to a south leg if such an overpass were ever constructed. Community Development Director Lorsung noted that the city is actively engaged in conversations with Burlington Northern and exploring a Federal Railroad Administration grant for preliminary planning of that overpass.

Aesthetics Committee

Mr. Krog introduced the concept of an aesthetics committee, noting that MnDOT projects of this type carry an aesthetics budget of approximately 2% of total project cost. On a $29 million project, this would represent approximately $580,000. The committee, which could include council members, city staff, residents, and business representatives, would help guide decisions on colored concrete, decorative lighting, landscaping, signage, and other treatments throughout the corridor.

Cost Participation

Mr. Krog explained MnDOT's updated cost participation policy, which is based on a municipality's "ability to pay" derived from its tax base. Under the new policy, the City of Dilworth's cost share is capped at approximately $50,000 (inflated to 2032 dollars), compared to an estimated $3,050,000 under the old policy. Clay County's cost participation is capped at $780,000, covering its share of the County Road 9 roundabout. The Council was also advised that additional non-participating costs would be incurred separately, including street lighting (estimated at $708,000), sewer and water work, and any aesthetic treatments the city selects.

Municipal Consent Process

Mr. Krog outlined the municipal consent process, noting that this project triggers all three statutory requirements: altering access, changing traffic capacity, and requiring permanent right-of-way acquisition. He described the timeline and procedural steps, including the city scheduling a public hearing within 60 days of MnDOT's submittal, passing a resolution approving or disapproving within 90 days of the hearing, and MnDOT's options if the city disapproves, including modifying the design, initiating an appeal process, or stopping the project. He also noted that the city may waive consent, as the City of Moorhead recently did on a separate project.

The Council discussed the importance of providing public information ahead of the hearing so that citizen comments reflect informed input rather than initial reactions. Mayor Olson indicated he would like this item placed back on a future agenda for additional council discussion and to determine a unified position. Mr. Krog offered to participate in a work session at any time.

7.B. Resolution 26-22, Task Order Concurrence with the City of Moorhead for the 8th Avenue Northwest Roundabout and 34th Street Mill/Overlay Improvement Project

City Administrator Mastera explained that the City has a road maintenance agreement with the City of Moorhead under which Dilworth is responsible for the northbound lanes of 34th Street. Both municipalities were recipients of HSIP funding totaling approximately $1,500,000, and Apex Engineering has been engaged as the design consultant. The resolution was presented as a concurrence affirming Dilworth's participation in the project as defined under the existing maintenance agreement. Mastera also noted that with the recent annexation extending the city boundary north of 15th Avenue, a modified maintenance agreement with Moorhead will need to be developed.

Councilmember Peterson stated his opposition to the roundabout component of the project, characterizing the roughly $750,000 estimated city share as a poor use of funds given the intersection is already signalized and controlled. Vice Mayor Nash offered a counterpoint, noting the safety rationale behind roundabouts and referencing data on crash reduction. She also reminded the Council that the body had previously voted to submit the project including the roundabout to MetroCOG and had supported the grant application. Mayor Olson acknowledged that recollection and stated that while he remains skeptical of the roundabout specifically, he supports the road maintenance work.

MOTION: by Julie Nash, seconded by David Steichen, to approve Resolution 26-22, Task Order Concurrence with the City of Moorhead for 8th Avenue Northwest Roundabout and 34th Street Mill/Overlay Improvement Project. Motion passed by 4 ayes, 1 nays, Councilmember Peterson voted no.

7.C. Resolution 26-23, Ordering a Preliminary Engineering Report for the 8th Avenue Northwest Roundabout and 34th Street Mill/Overlay Improvement Project and 8th Avenue Northwest Extension from 14th Street Northwest to County Road 9

City Administrator Mastera explained that this resolution preserves the city's right to specially assess for this project under the Chapter 429 process. He noted that failing to take this step now would forfeit that right if the city later chose to assess. The resolution covers the entirety of the project, including both the 34th Street improvements and the 8th Avenue Northwest extension to County Road 9. Mastera indicated that the city attorney would need to provide clarity on whether the roundabout improvement qualifies as new construction (100% assessable) or a reconstruction (50/50 cost share). Apex Engineering will continue as the engineering consultant for this work.

MOTION: by Julie Nash, seconded by David Steichen, to approve Resolution 26-23, Ordering a Preliminary Engineering Report for the 8th Avenue Northwest Roundabout and 34th Street Mill/Overlay Improvement Project and 8th Avenue Northwest Extension from 14th Street Northwest to County Road 9. Motion passed by 5 ayes, 0 nays.

7. D. Approve Contract with Rural Electric Supply Cooperative (RESCO) for the Extension of City Water Service

City Administrator Mastera presented a contract with RESCO and Red River Valley Cooperative, both of which agreed to pay their cost share upfront for the water main extension project to County Road 18. Community Development Director Lorsung noted that the original offer from RESCO included up to $25,000 in additional contribution, but because favorable bids were received, the city reduced that figure accordingly. The estimated cost to RESCO is approximately $53,000, inclusive of the upsizing of the water line. Final amounts will be adjusted upon completion of the project and approval of the assessment roll.

MOTION: by Julie Nash, seconded by David Steichen, to approve the contract with Rural Electric Supply Cooperative (RESCO) for the extension of city water service. Motion passed by 5 ayes, 0 nays.

8. **City Hall**

8.A. Consideration, Authorizing Hire of Deputy Clerk

City Administrator Mastera reported that current Deputy Clerk Becky Tigue, who has served the city for nearly 20 years, is retiring at the end of the following month. Following a competitive application and interview process, Jessica Malvin, who currently works at City Hall, was identified as the top candidate and recommended for promotion to the Deputy Clerk position. Vice Mayor Nash, who participated in the hiring process, expressed confidence in the selection, noting that the pool of applicants was strong and that Ms. Malvin stood out clearly.

MOTION: by Julie Nash, seconded by Amber Borah, to authorize the hire of Jessica Malvin as Deputy Clerk, to begin at Step 7B. Motion passed by 5 ayes, 0 nays.

9. **Council Member's Concerns and Committee Updates**

Councilmember Peterson offered congratulations to both the outgoing and incoming Deputy Clerk, noting the transition as bittersweet.

Councilmember Borah extended congratulations and asked for clarification on the deadline for the citywide garage sale registration. She was advised that a follow-up message had been sent with additional details.

Councilmember Steichen reflected on the volunteer recognition ceremony, expressing appreciation for the depth of commitment shown by volunteers across the community, including those who go unrecognized. He also reported attending a small city and county meeting in Barnesville, where he had the opportunity to share updates on Dilworth's projects and learn from neighboring communities.

Vice Mayor Nash congratulated Deputy Clerk-elect Malvin and reminded the community of the upcoming Kite Day event on May 9th, noting that several of the evening's volunteer honorees would likely be in attendance.

City Administrator Mastera offered remarks on the volunteer recognition meeting, noting that the depth of community care and investment by local organizations is genuinely inspiring. He also noted visible progress on the Dilworth Community Center project at the east end of town and announced a groundbreaking ceremony scheduled for Monday, May 11th at 4:30 PM.

Mayor Olson echoed appreciation for the volunteers recognized during the evening, with particular note of the Norberg family's multi-generational commitment to service and the Nash family's legacy of civic involvement rooted in Commissioner Frank Gross's example.

10. **Payment of Bills**

10.A. Bills to be approved for April 27, 2026

MOTION: by Julie Nash, seconded by Amber Borah, to approve payment of the claims and bill dated April 27, 2026. Motion passed by 5 ayes, 0 nays.

11. **Adjournment**

The meeting was adjourned at 8:49 p.m.

Mayor: _____ ATTEST: _____

Chad Olson L. Peyton Mastera, City Administrator

Approved by the Dilworth City Council on: May 11, 2026

AGENDA ITEM NO. 4.B

Approve construction contracts for the Dilworth Community Center project

DESCRIPTION: Attached are a series of construction contracts before the City Council for approval for the Community Center project. These have been reviewed and approved by the construction management team.

Contracts:

- Cash Concrete
- Horizon Equipment
- Tunheim Construction
- Far-Moor Acoustics

SUGGESTED ACTION: Consent agenda approval

VOTING REQUIREMENT: Simple Majority of the Voting Quorum

SUBMITTED BY: Peyton Mastera, City Administrator

DEPARTMENT: City Hall

ATTACHMENTS: Cash Concrete (3A) - Dilworth Community Center Project.pdf

Horizon Equipment (11E) - Dilworth Community Center Project.pdf

Tunheim Construction (4 and 32A) - Dilworth Community Center Project.pdf

Far-Moor Acoustics (9E) - Dilworth Community Center Project.pdf

STC (9G) - Dilworth Community Center Project.pdf

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AIA Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

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.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

AGREEMENT made as of the Twenty-fifth day of March in the year Two Thousand Twenty-six
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Dilworth
PO Box 187
Dilworth, MN 56529

and the Contractor:
(Name, legal status, address, and other information)

Cash Concrete LLC
1817 23rd St S
Moorhead, MN 56560

for the following Project:
(Name, location, and detailed description)

Dilworth Community Center
Dilworth, MN

Project No. 25-011

The Construction Manager:
(Name, legal status, address, and other information)

Gehrtz Construction Services, Inc.
510 4th Ave N
Fargo, ND 58102

The Architect:
(Name, legal status, address, and other information)

Zerr Berg Architects, Inc.
510 4th Ave N
Fargo, North Dakota 58102-4821

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TABLE OF ARTICLES

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(Paragraphs Deleted)

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

Bid Package – 3A Concrete - Building

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[X] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

(Paragraph Deleted)

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:
(Check one of the following boxes and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[X] By the following date: September 1, 2027

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete

(Paragraph Deleted)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

[X] Stipulated Sum, in accordance with Section 4.2 below

[ ] Cost of the Work plus the Contractor's Fee, in accordance with Section 4.3 below

[ ] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below.)

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§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be Three Hundred Sixty-one Thousand Three Hundred Sixty-eight Dollars and Zero Cents ($ 361,368.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Paragraph Deleted)

Item	Price	Conditions for Acceptance

§ 4.2.3 Allowances, if any, included in the Contract Sum:

(Paragraph Deleted)

Item	Price

§ 4.2.4 Unit prices, if any:

(Paragraph Deleted)

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price
(Paragraph Deleted)

–
N/A

(Paragraphs Deleted)

(Table Deleted)

(Paragraph Deleted)

§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price
(Paragraph Deleted)

–
N/A

(Paragraphs Deleted)

(Table Deleted)

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User Notes:
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(Table Deleted)

(Paragraphs Deleted)

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(Paragraphs Deleted)

(Table Deleted)

(Paragraphs Deleted)

§ 4.5 Liquidated damages, if any:

(Paragraph Deleted)

None

§ 4.6 Other:

(Paragraph Deleted)

None

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the twenty-fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the thirtieth day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall be made by the Owner not later than sixty-five (65) days after the Construction Manager receives the Application for Payment.

(Paragraph Deleted)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

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/
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§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price

(Paragraph Deleted)

N/A

(Paragraphs Deleted)

§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price

(Paragraph Deleted)

N/A

(Paragraphs Deleted)

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Paragraph Deleted)

5%

§ 5.1.7.1.1 The following items are not subject to retainage:

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§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(Paragraph Deleted)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, when the Work of this Contract is substantially complete, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted when the Work of this Contract is substantially complete shall not include retainage as follows:

(Paragraph Deleted)

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

See § 5.1.3

§ 5.2.1.3 Submit final paperwork:

1. Two sets of O & M manuals for the Owner's file as applicable
2. One set of As-Builts for the Owner's file as applicable
3. Warranties as applicable
4. Final lien waiver
5. AIA Form G734 – Certificate of Substantial Completion
6. AIA Form G706 – Contractor Affidavit of Payment of Debt & Claims
7. AIA Form G706A – Contractor's Affidavit of Release of Liens
8. AIA Form G707 – Consent of Surety to Final Payments
9.

§ 5.2.2 Final Payment Where the Contract Sum if Based on the Cost of the Work with or without a Guaranteed Maximum Price

(Paragraphs Deleted)

N/A

(Paragraphs Deleted)

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ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(Paragraph Deleted)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Article 15 of AIA Document A232–2019.

[X] Litigation in a court of competent jurisdiction.

(Paragraph Deleted)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor a termination fee as follows:

(Paragraph Deleted)

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price – N/A

(Paragraphs Deleted)

§ 7.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A232–2019, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Section 4.3.2 or 4.4.2, as applicable, of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Paragraph Deleted)

Peyton Mastera
PO Box 187

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§ 8.3 The Contractor's representative:

(Paragraph Deleted)

Shawn Parkinson
Cash Concrete, Moorhead, MN

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, Insurance and Bonds, and elsewhere in the Contract Documents.

Certificate of Insurance – list Owner, Architect, and Construction Manager as additional insureds (does not apply to supplier only contracts). See General Conditions & Supplementary Conditions for limits. Worker's Compensation in state of project (does not apply to supplier only contracts).

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A132™–2019 and elsewhere in the Contract Documents.

Performance & Payment Bond – contract amount (does not apply to supplier only contracts)

(Paragraph Deleted)

§ 8.7 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

§ 8.8 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

(Paragraphs Deleted)

.2 Drawings

Number	Title	Date
Exhibit 1		

.3 Specifications

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Section	Title	Date	Pages

.4 Addenda, if any:

Number	Date	Pages
A	2.13.26	34
B	2.18.26	65
C	2.20.26	7

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.5 Other Exhibits:

(Paragraph Deleted)

[X] Bid Form

(Paragraphs Deleted)

(Table Deleted)

(Table Deleted)

(Paragraphs Deleted)

This Agreement is entered into as of the day and year first written above.

DocuSigned by:
[signature]
99012A3668884A8...
OWNER *(Signature)*

Peyton Mastera, City Administrator
(Printed name and title)

CASH Concrete
CONTRACTOR *(Signature)*

Owner
(Printed name and title)

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SECTION 00 4100
BID FORM

PROJECT:

City of Dilworth
Dilworth Community Center
Dilworth, Minnesota

DATE: THURSDAY, FEBRUARY 26, 2026

Proposal of CASH Concrete, hereinafter called the bidder, a

MN (State) corporation / partnership / an individual, doing business as (strike out inapplicable terms)

CASH Concrete to City of Dilworth, hereinafter called the Owner.

TO THE OWNER:

The bidder in compliance with the Advertisement for Bids for the construction of Dilworth Community Center having examined the plans and specifications with related documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies and to construct the project in accordance with the contract documents within the time set forth therein and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date noted in the Project Construction Schedule included in these specifications and to fully complete the project in the time allotted by this same schedule.

Bidder acknowledges receipt of the following addenda: 1, 2, & 3.

Bidder acknowledges the review of Section 00 0150 Bid Packages Scope of Work: SDP (initial).

BASE PROPOSAL:

Bidder agrees to perform all of the Construction Work described in the specifications and shown on the plans for the following Bid Package(s) for the sum of money as noted following each Bid Package: (Contractors are required to submit individual bids for each Bid Package. Bidders are allowed to submit combined bids as well.)
Bidder shall include under Base Bid all pertinent allowances described for specific Bid Packages under Section 01 2100 - Allowances.

BID PACKAGE

Number/Name	Amount of Bid
# 3A	$ 354,283
#	$
#	$
#	$

RHP 2/0 Bid Bond Add $ 7,085.00

$ 361,368

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ALTERNATE PROPOSALS: See 01 2300 - Alternates for Descriptions

A

Alternate No. 1A - Site Concrete Upgrades - Enhanced Concrete Finish.
Add/Deduct $ N/A
Alternate No. 1B - Site Concrete Upgrades - Concrete Coloring & Top Coat.
Add/Deduct $ N/A
Alternate No. 1C - Site Concrete Upgrades - Steel Rails.
Add/Deduct $ N/A
Alternate No. 2 - Parking Lot Extension (Asphalt).
Add/Deduct $ N/A
Alternate No. 3A - Concrete Parking Lot.
Add/Deduct $ N/A
Alternate No. 3B - Concrete Parking Lot.
Add/Deduct $ N/A
Alternate No. 4 - Plaza / Grading, Concrete, Lighting.
Add/Deduct $ N/A

A

Alternate No. 5A - Interior Upgrades - Prefunction and Activity Room.
Add/Deduct $ N/A
Alternate No. 5B - Interior Upgrades - Meeting Rooms Ceiling.
Add/Deduct $ N/A
Alternate No. 6A - Food Service Upgrades - Mobile Prep Carts.
Add/Deduct $ N/A
Alternate No. 6B - Food Service Upgrades - Heating Cabinets.
Add/Deduct $ N/A

UNIT PRICES: See 01 2200 - Unit Prices for Descriptions

Unit Price No. 1 - Class 5 - Bid Package 31.
UP-1 $_____ per Cubic Yard.
Unit Price No. 2 - Clay - Bid Package 31.
UP-2 $_____ per Cubic Yard.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 days after the scheduled closing time for receiving bids.

Upon receipt of written notice of acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a surety bond or bonds as required by the specifications.

Respectfully submitted,

By _____
(signature)

Title BUSINESS MANAGER

Business Address 1817 23RD ST S MOORHEAD MN 56560

(SEAL if bid is by a Corporation) _____

Telephone No. 701-306-8373

E-Mail CASHConcrete1@GMAIL.com

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Exhibit 1

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23 0150 - Mechanical Materials & Methods
23 0513 - Common Motor Requirements for HVAC Equipment
23 0519 - Meters and Gauges for HVAC Piping
23 0523 - General-Duty Valves for HVAC Piping
23 0553 - Identification for HVAC Piping and Equipment
23 0593 - Testing, Adjusting, and Balancing for HVAC
23 0713 - Duct Insulation
23 0716 - HVAC Equipment Insulation
23 0719 - HVAC Piping Insulation
23 0800 - Commissioning of HVAC
23 0913 - Instruments and Control Elements
23 0923 - Direct-Digital Control System for HVAC
23 1123 - Facility Natural-Gas Piping
23 2113 - Hydronic Piping
23 2114 - Hydronic Specialties
23 2123 - Hydronic Pumps
23 2300 - Refrigerant Piping
23 2500 - HVAC Water Treatment
23 3100 - HVAC Ducts and Casings
23 3300 - Air Duct Accessories
23 3319 - Duct Silencers
23 3423 - HVAC Power Ventilators and Exhaust Systems
23 3600 - Air Terminal Units
23 3700 - Air Outlets and Inlets
23 3813 - Commercial-Kitchen Hoods
23 5216 - Condensing Boilers

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23 6213 - Packaged Air-Cooled Refrigerant Compressor and Condenser Units
23 7313 - Modular Indoor Central-Station Air-Handling Units
23 7433 - Dedicated Outdoor Air Units
23 8126.13 - Small-Capacity Split-System Air Conditioners
23 8200 - Convection Heating and Cooling Units
23 8300 - Radiant Heating and Cooling Units

DIVISION 25 -- INTEGRATED AUTOMATION

DIVISION 26 -- ELECTRICAL

26 0000 - Electrical General Requirements
26 0100 - Electrical Systems Close Out Documentation
26 0500 - Common Work
26 0519 - Low-Voltage Electrical Power Conductors and Cables
26 0526 - Grounding and Bonding for Electrical Systems
26 0533.13 - Conduit for Electrical Systems
26 0533.16 - Boxes for Electrical Systems
26 0553 - Identification for Electrical Systems
26 0560 - Underground Work for Electrical Systems
26 0923 - Lighting Control Devices
26 2100 - Low-Voltage Electrical Service Entrance
26 2416 - Panelboards
26 2726 - Wiring Devices
26 2813 - Fuses
26 2816.16 - Enclosed Switches
26 2913 - Enclosed Controllers
26 3213 - Engine Generators
26 3600 - Transfer Switches
26 4300 - Surge Protective Devices
26 5100 - Interior Lighting
26 5600 - Exterior Lighting

DIVISION 27 -- COMMUNICATIONS

27 0000 - Structured Cabling General Requirements
27 0100 - Structured Cabling Close Out Documentation
27 0500 - Common Work Results for Structured Cabling
27 0528 - Pathways for Communication Systems
27 1000 - Structured Cabling

DIVISION 28 -- ELECTRONIC SAFETY AND SECURITY

28 0000 - Electronic Safety and Security General Requirements
28 0100 - Electronic Safety and Security Systems Close Out Documentation
28 0500 - Common Work Results for Electronic Safety and Security Systems.
28 3113 - Fire Alarm and Detection Systems

Docusign Envelope ID: 53EF552C-58E1-8210-80C4-07542A93E3B1

DIVISION 31 -- EARTHWORK

31 0000 - Site Clearing

31 2200 - Site Grading

31 2316 - Building Excavation

31 2317 - Site Excavation

31 2318 - Site Trenching

31 2333 - Building Fill

31 2324 - Site Fill

DIVISION 32 -- EXTERIOR IMPROVEMENTS

32 0519 - Site Geotextile

32 1123 - Site Aggregate Courses

32 1216 - Site As

32 1313 - Site Concrete Pavement

32 1723 - Site Painted Pavement Markings

32 3123 - Plastic Fences and Gates

DIVISION 33 -- UTILITIES

33 0111 - Site Disinfection of Water Systems

33 0513 - Site Manholes and Structures

33 3113 - Site Sanitary Gravity Piping

33 4100 - Subdrainage

33 4116 - Site Subdrainage Piping

33 4211 - Site Stormwater Gravity Piping

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3A

Contractor Name CASH Concrete

ATTACHMENT A

RESPONSIBLE CONTRACTOR AND CERTIFICATION OF COMPLIANCE

PROJECT TITLE:

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

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

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

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

3. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order.

4. The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office.

5. The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification.

6. The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and

7. All subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

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

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

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

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

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

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

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

CERTIFICATION

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

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

Authorized Signature of Owner or Officer:	**Printed Name:** Bryant DeVries
Title: Owner	**Date:** 2/25/26
Company Name: CSH Concrete	

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ATTACHMENT A-1

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

PROJECT TITLE:

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

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

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ATTACHMENT A-2

ADDITIONAL SUBCONTRACTOR LIST

(Prime Contractor to submit as subcontractors are added to the project)

PROJECT TITLE:

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

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

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

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-2

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

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

Authorized Signature of Owner or Officer:	Printed Name: Bryant DeVries
Title: OWNER	Date: 2/25/26
Company Name: CASH Concrete	

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Performance Bond

Bond # 7489983

CONTRACTOR:
Cash Concrete LLC
1817 23rd St S
Moorhead, MN 56560

SURETY:
Old Republic Surety Company
1415 28th St, Suite 420
West Des Moines, IA 50266

OWNER:
(Name, legal status and address)
City of Dilworth
PO Box 187
Dilworth, MN 56529

CONSTRUCTION CONTRACT
Date: March 25, 2026
Amount: $ 361,368.00
Description:
Dilworth Community Center - Project No. 25-011
Dilworth, MN

BOND
Date: April 23, 2026
(Not earlier than Construction Contract Date)

Amount: $ 361,368.00
Modifications to this Bond: ☑ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL
Company: Cash Concrete LLC
Signature:
Name and Title: Owner

SURETY
Company: Old Republic Surety Company
Signature:
Name and Title: Anthony Gross, Attorney-In-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Choice Insurance
4501 23rd Ave S
Fargo, ND 58104

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)
Zerr Berg Architects, Inc.
510 4th Ave N
Fargo, ND 58102-4821

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.

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

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§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

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§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address:		Address:	

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Payment Bond

Bond # 7489983

CONTRACTOR:
Cash Concrete LLC
1817 23rd St S
Moorhead, MN 56560

SURETY:
Old Republic Surety Company
1415 28th St, Suite 420
West Des Moines, IA 50266

OWNER:
(Name, legal status and address)
City of Dilworth
PO Box 187
Dilworth, MN 56529

CONSTRUCTION CONTRACT
Date: March 25, 2026
Amount: $ 361,368.00
Description:
Dilworth Community Center - Project No. 25-011
Dilworth, MN

BOND
Date: April 23, 2026
(Not earlier than Construction Contract Date)

Amount: $ 361,368.00
Modifications to this Bond: ☑ None ☐ See Section 18

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.

CONTRACTOR AS PRINCIPAL
Company: Cash Concrete LLC
Signature:
Name and Title: Bryant DeVries OWNER

SURETY
Company: Old Republic Surety Company
Signature:
Name and Title: Anthony Gross, Attorney-In-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Choice Insurance
4501 23rd Ave S
Fargo, ND 58104

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)
Zerr Berg Architects, Inc.
510 4th Ave N
Fargo, ND 58102-4821

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/

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

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User Notes:
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§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

.1 the name of the Claimant;
.2 the name of the person for whom the labor was done, or materials or equipment furnished;
.3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
.4 a brief description of the labor, materials or equipment furnished;
.5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
.6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
.7 the total amount of previous payments received by the Claimant; and
.8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

Init. /

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§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address:		Address:	

Init. /

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ACKNOWLEDGEMENT OF PRINCIPAL

State of MN

County of Clay

On this 24th day of April, 2026 before me a Notary Public in and for the State of Minnesota personally appeared Bryant DeVries know to me to be the Owner 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.

SANDRA ANN PARKINSON
NOTARY PUBLIC-MINNESOTA
My Commission Expires JAN. 31, 2029

NOTARY PUBLIC

(SEAL)

ACKNOWLEDGEMENT OF SURETY

State of North Dakota

County of Cass

On this 23rd day of April, 2026 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)

Docusign Envelope ID: 53EF552C-58E1-8210-80C4-07542A93E3B1

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: GAIL T. HAYES, ANTHONY GROSS, SENADA RANGLALL, AMY GLANZER, BRENDA PARKER, JORDAN N. KVALE, PHOEBE L. KUNTZ, JUDY JORISSEN, TIFFANY MEDUNA, ZARED LEFOR, BENJAMIN BRUNN, COLTEN HEAGLE, SUSAN FISCHER LEBEAU, SETH FARKAS of FARGO, ND

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 1st day of April, 2024.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 1st day of April, 2024, 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.

40-2710

Signed and sealed at the City of Brookfield, WI this 23rd day of April, 2026.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

CHOICE INSURANCE SERVICES, LLC.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/23/2026

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			
Justin A Schreiber 29549 1605 30th Ave S Moorhead, MN 56560-0000	CONTACT NAME: Justin A Schreiber 29549		
	PHONE (A/C, No, Ext): 218-233-8595	FAX (A/C, No): 218-233-8599	
	E-MAIL ADDRESS: justin.schreiber@countryfinancial.com		
	PRODUCE CUSTOMER ID:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED 0004966855 CASH CONCRETE LLC 1817 23RD ST S MOORHEAD, MN 565603842	INSURER A : COUNTRY Mutual Insurance Company		20990
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** **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	
A	✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	✓		AB9404382	01/20/2026	01/20/2027	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 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ✓ SCHEDULED AUTOS ✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY	✓		AB9404382	01/20/2026	01/20/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	✓ UMBRELLA LIAB ✓ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ✓ RETENTION $ 10000			AU9405940	01/20/2026	01/20/2027	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					☐ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ADDITIONAL INSURED(S):
Zerr/Berg
510 4th Ave. N
Fargo, ND 58102

CONTINUED

CERTIFICATE HOLDER

Gehrtz Construction Services, Inc.
510 4th Ave. N
Fargo, ND 58102

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



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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		INSURED 0004966855 CASH CONCRETE LLC 1817 23RD ST S MOORHEAD, MN 565603842
POLICY NUMBER AB9404382		
CARRIER	NAIC CODE	EFFECTIVE DATE: 04/23/2026

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE**: CERTIFICATE OF LIABILITY INSURANCE

City of Dilworth
2 1st Ave SE
Dilworth, MN 56529

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/21/2026

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	CONTACT NAME: Amy Nagel	
Overland Insurance Agency Inc. 255 3rd Ave SE PO Box 150 Perham MN 56573	PHONE (A/C, No, Ext): (218) 346-6250	FAX (A/C, No):
	E-MAIL ADDRESS: amyn@overlandinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Builders and Contractors Workers' Comp Fund	
INSURED	INSURER B : Midwest Employers Casualty Company	23612
PRO WORKFORCE, INC. PO BOX 1195 DETROIT LAKES MN 56502-1101	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		22-0403	01/01/2026	01/01/2027	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
B	Excess Employer's Liability			EWC010203	01/01/2026	01/01/2027	*See Below	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Please note that the employees for the entity; Cash Concrete LLC, 1817 23rd Street South, Moorhead, MN 56560 are under a co-employment relation with PRO Workforce Inc. PRO Workforce Inc. has coverage through a self- funded group authorized by the State of Minnesota. This group is the Builders and Contractors Group. *Midwest Employers Casualty Co. provides an Excess EL Coverage limit above the Builders and Contractors WC Fund's Retention. This Insured is considered an insured under the Midwest Employers Casualty Co. policy.

CERTIFICATE HOLDER

Gehrtz Construction Services, Inc.
510 4th Avenue N
Fargo ND 58102

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

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
CASH Concrete LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . S

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.
1817 23RD ST S

Requester's name and address (optional)

6 City, state, and ZIP code
MOORHEAD MN 56560

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
45-4829829

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** [signature] **Date** 6/4/25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

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.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

AGREEMENT made as of the Twenty-fifth day of March in the year Two Thousand Twenty-six
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Dilworth
PO Box 187
Dilworth, MN 56529

and the Contractor:
(Name, legal status, address, and other information)

Horizon Equipment LLC
1960 Seneca Rd
Eagan, MN 55122

for the following Project:
(Name, location, and detailed description)

Dilworth Community Center
Dilworth, MN

Project No. 25-011

The Construction Manager:
(Name, legal status, address, and other information)

Gehrtz Construction Services, Inc.
510 4th Ave N
Fargo, ND 58102

The Architect:
(Name, legal status, address, and other information)

Zerr Berg Architects, Inc.
510 4th Ave N
Fargo, North Dakota 58102-4821

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The Owner and Contractor agree as follows.
(Paragraph Deleted)

TABLE OF ARTICLES

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4 CONTRACT SUM

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9 ENUMERATION OF CONTRACT DOCUMENTS

(Paragraphs Deleted)

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

Bid Package – 11E Kitchen
Equipment

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[X] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

(Paragraph Deleted)

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:
(Check one of the following boxes and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[X] By the following date: September 1, 2027

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete

(Paragraph Deleted)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

[X] Stipulated Sum, in accordance with Section 4.2 below

[ ] Cost of the Work plus the Contractor's Fee, in accordance with Section 4.3 below

[ ] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below.)

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§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be One Hundred Twenty-two Thousand One Hundred Fifty Dollars and Zero Cents ($ 122,150.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Paragraph Deleted)

Item	Price	Conditions for Acceptance

§ 4.2.3 Allowances, if any, included in the Contract Sum:

(Paragraph Deleted)

Item	Price

§ 4.2.4 Unit prices, if any:

(Paragraph Deleted)

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price
(Paragraph Deleted)

–
N/A

(Paragraphs Deleted)

(Table Deleted)

(Paragraph Deleted)

§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price
(Paragraph Deleted)

–
N/A

(Paragraphs Deleted)

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(Table Deleted)

(Paragraphs Deleted)

§ 4.5 Liquidated damages, if any:

(Paragraph Deleted)

None

§ 4.6 Other:

(Paragraph Deleted)

None

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the twenty-fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the thirtieth day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall be made by the Owner not later than sixty-five (65) days after the Construction Manager receives the Application for Payment.

(Paragraph Deleted)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported

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by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price

(Paragraph Deleted)

N/A

(Paragraphs Deleted)

§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price

(Paragraph Deleted)

N/A

(Paragraphs Deleted)

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Paragraph Deleted)

5%

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§ 5.1.7.1.1 The following items are not subject to retainage:

(Paragraph Deleted)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(Paragraph Deleted)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, when the Work of this Contract is substantially complete, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted when the Work of this Contract is substantially complete shall not include retainage as follows:

(Paragraph Deleted)

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

See **§ 5.1.3**

§ 5.2.1.3 Submit final paperwork:

1. Two sets of O & M manuals for the Owner's file as applicable
2. One set of As-Builts for the Owner's file as applicable
3. Warranties as applicable
4. Final lien waiver
5. AIA Form G734 – Certificate of Substantial Completion
6. AIA Form G706 – Contractor Affidavit of Payment of Debt & Claims
7. AIA Form G706A – Contractor's Affidavit of Release of Liens
8. AIA Form G707 – Consent of Surety to Final Payments
9.

§ 5.2.2 Final Payment Where the Contract Sum if Based on the Cost of the Work with or without a Guaranteed Maximum Price

(Paragraphs Deleted)

–

N/A

(Paragraphs Deleted)

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ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(Paragraph Deleted)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Article 15 of AIA Document A232–2019.

[X] Litigation in a court of competent jurisdiction.

(Paragraph Deleted)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor a termination fee as follows:

(Paragraph Deleted)

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price – N/A

(Paragraphs Deleted)

§ 7.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A232–2019, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Section 4.3.2 or 4.4.2, as applicable, of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Paragraph Deleted)

Peyton Mastera
PO Box 187

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Dilworth, MN 56529

§ 8.3 The Contractor's representative:

(Paragraph Deleted)

Todd Sherner
Horizon Equipment, Eagan, MN

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, Insurance and Bonds, and elsewhere in the Contract Documents.

Certificate of Insurance – list Owner, Architect, and Construction Manager as additional insureds (does not apply to supplier only contracts). See General Conditions & Supplementary Conditions for limits. Worker's Compensation in state of project (does not apply to supplier only contracts).

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A132™–2019 and elsewhere in the Contract Documents.

Performance & Payment Bond – contract amount (does not apply to supplier only contracts)

(Paragraph Deleted)

§ 8.7 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

§ 8.8 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

(Paragraphs Deleted)

.2 Drawings

Number	Title	Date
Exhibit 1		

.3 Specifications

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Section	Title	Date	Pages
Exhibit 2			

.4 Addenda, if any:

Number	Date	Pages
A	2.13.26	34
B	2.18.26	65
C	2.20.26	7

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.5 Other Exhibits:

(Paragraph Deleted)

[X] Bid Form

(Paragraphs Deleted)

(Table Deleted)

(Table Deleted)

(Paragraphs Deleted)

This Agreement is entered into as of the day and year first written above.

DocuSigned by:
9801AA5080084A8...

OWNER *(Signature)*

Peyton Mastera, City Administrator
(Printed name and title)

CONTRACTOR *(Signature)*

Andrew Youngquist, Controller
(Printed name and title)

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SECTION 00 4100
BID FORM

PROJECT:

City of Dilworth
Dilworth Community Center
Dilworth, Minnesota

DATE: THURSDAY, FEBRUARY 26, 2026

Proposal of Horizon Equipment LLC, hereinafter called the bidder, a

Minnesota corporation ~~/ partnership / an individual,~~ doing business as
(State) (strike out inapplicable terms)

Horizon Equipment LLC to City of Dilworth, hereinafter called the Owner.

TO THE OWNER:

The bidder in compliance with the Advertisement for Bids for the construction of Dilworth Community Center having examined the plans and specifications with related documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies and to construct the project in accordance with the contract documents within the time set forth therein and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date noted in the Project Construction Schedule included in these specifications and to fully complete the project in the time allotted by this same schedule.

Bidder acknowledges receipt of the following addenda: A, B & C.

Bidder acknowledges the review of Section 00 0150 Bid Packages Scope of Work:
AY (initial).

BASE PROPOSAL:

Bidder agrees to perform all of the Construction Work described in the specifications and shown on the plans for the following Bid Package(s) for the sum of money as noted following each Bid Package: (Contractors are required to submit individual bids for each Bid Package. Bidders are allowed to submit combined bids as well.)
Bidder shall include under Base Bid all pertinent allowances described for specific Bid Packages under Section 01 2100 - Allowances.

BID PACKAGE

Number/Name	Amount of Bid
# 11E Kitchen Equipment	$ 122,150.00
#	$
#	$
#	$ A, B & C

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ALTERNATE PROPOSALS: See 01 2300 - Alternates for Descriptions

Alternate No. 1A - Site Concrete Upgrades - Enhanced Concrete Finish.
Add/Deduct $ N/A

Alternate No. 1B - Site Concrete Upgrades - Concrete Coloring & Top Coat.
Add/Deduct $ N/A

Alternate No. 1C - Site Concrete Upgrades - Steel Rails.
Add/Deduct $ N/A

Alternate No. 2 - Parking Lot Extension (Asphalt).
Add/Deduct $ N/A

Alternate No. 3A - Concrete Parking Lot.
Add/Deduct $ N/A

Alternate No. 3B - Concrete Parking Lot.
Add/Deduct $ N/A

Alternate No. 4 - Plaza - Grading, Concrete, Lighting.
Add/Deduct $ N/A

Alternate No. 5A - Interior Upgrades - Prefunction and Activity Room.
Add/Deduct $ N/A

Alternate No. 5B - Interior Upgrades - Meeting Rooms Ceiling.
Add/Deduct $ N/A

Alternate No. 6A - Food Service Upgrades - Mobile Prep Carts.
Add/Deduct $ 1,325.00

Alternate No. 6B - Food Service Upgrades - Heating Cabinets.
Add/Deduct $ 6,300.00

Alternate No. 7 - Honeywell HBS (Fargo Office Branch).
Add/Deduct $ N/A

Alternate No. 7 - Distech Controls (Climate Control, Fargo, ND).
Add/Deduct $ N/A

Alternate No. 7 - Wir3d Electric.
Add/Deduct $ N/A

Alternate No. 7 - Siemens Industry Inc. Apogee. (G&R Controls, Fargo, ND).
Add/Deduct $ N/A

Alternate No. 7 - Siemens Talon / JCI Explorer / Distech EC-NET 4 (Direct Digital Control, Fargo, ND).
Add/Deduct $ N/A

Alternate No. 7 - Trane.
Add/Deduct $ N/A

UNIT PRICES: See 01 2200 - Unit Prices for Descriptions

Unit Price No. 1 - Class 5 - Bid Package 31.
UP-1 $ N/A per Cubic Yard.

Unit Price No. 2 - Clay - Bid Package 31.
UP-2 $ N/A per Cubic Yard.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 days after the scheduled closing time for receiving bids.

Upon receipt of written notice of acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a surety bond or bonds as required by the specifications.

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Respectfully submitted,

By Andrew Youngquist
(signature)

Title Controller

Business Address 1960 Seneca Rd Eagan, MN 55122

(SEAL if bid is by a Corporation) _____

Telephone No. (651) 452-9118

E-Mail contracts@horizonequipment.com

END OF SECTION

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llE

Contractor Name Horizon Equipment, LLC

ATTACHMENT A

RESPONSIBLE CONTRACTOR AND CERTIFICATION OF COMPLIANCE

PROJECT TITLE:

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

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

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

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

3. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order.

4. The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office.

5. The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification.

6. The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and

7. All subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

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

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

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

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

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

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

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

CERTIFICATION

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

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

Authorized Signature of Owner or Officer: Andrew Youngquist	**Printed Name:** Andrew Youngquist
Title: Controller	**Date:** 2/25/26
Company Name: Horizon Equipment, LLC	

ATTACHMENT A-1

FIRST-TIER SUBCONTRACTOR LIST

(Submit with Prime Contractor Response)

PROJECT TITLE:

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

First-Tier Subcontractor Names (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located
Advanced Commercial Installations	Lino Lakes, MN

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ATTACHMENT A-2

ADDITIONAL SUBCONTRACTOR LIST

(Prime Contractor to submit as subcontractors are added to the project)

PROJECT TITLE:

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

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

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

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-2

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

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

Authorized Signature of Owner or Officer: Andrew Youngquist	**Printed Name:** Andrew Youngquist
Title: Controller	**Date:** 2/25/26
Company Name: Horizon Equipment, LLC	

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Bond No. 7494664

AIA® Document A312™ – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)
Horizon Equipment, LLC
1960 Seneca Road

Eagan, MN 55122

OWNER:
(Name, legal status and address)
City Of Dilworth
2-1st Avenue SE, PO Box 187

Dilworth, MN 56529

CONSTRUCTION CONTRACT
Date: 3/25/2026

Amount: $122,150.00

Description:
(Name and location)

SURETY: Old Republic Surety Company
(Name, legal status and principal place of business)
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.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

Project No. 25-011, Bid Package - 11E Kitchen, Dilworth Community Center, City of Dilworth, Minnesota

BOND
Date: 4/22/2026
(Not earlier than Construction Contract Date)

Amount: $122,150.00 ONE HUNDRED TWENTY TWO THOUSAND ONE HUNDRED FIFTY AND 00/100

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Horizon Equipment, LLC

Signature: Andrew Youngquist
Name and Title: Andrew Youngquist, Controller

SURETY
Company: *(Corporate Seal)*
Old Republic Surety Company

Signature:
Name and Title: Troy Staples, Attorney-in-fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or **BROKER:**
Pate Bonding, Inc.
1276 South Robert Street
West St. Paul, MN 55118
(651)457-6842

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)
Zerr Berg Architects, Inc.
510 4th Avenue N.

Fargo, ND 58102-4821

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

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§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

Docusign Envelope ID: CE243892-B0B5-8917-8297-EDA88DA300AD

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address		Address	

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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Bond No. 7494664

AIA® Document A312™ – 2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)
Horizon Equipment, LLC
1960 Seneca Road

Eagan, MN 55122

OWNER:
(Name, legal status and address)
City Of Dilworth
2-1st Avenue SE, PO Box 187

Dilworth, MN 56529

CONSTRUCTION CONTRACT
Date: 3/25/2026

Amount: $122,150.00

Description:
(Name and location)
Project No. 25-011, Bid Package - 11E Kitchen, Dilworth Community Center, City of Dilworth, Minnesota

SURETY: Old Republic Surety Company
(Name, legal status and principal place of business)
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.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND
Date: 4/22/2026
(Not earlier than Construction Contract Date)

Amount: $122,150.00 ONE HUNDRED TWENTY TWO THOUSAND ONE HUNDRED FIFTY AND 00/100

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Horizon Equipment, LLC

Signature: Andrew Youngquist
Name and Title: Andrew Youngquist, controller

SURETY
Company: *(Corporate Seal)*
Old Republic Surety Company

Signature:
Name and Title: Troy Staples, Attorney-in-fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Pate Bonding, Inc.
1276 South Robert Street
West St. Paul, MN 55118
(651)457-6842

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)
Zerr Berg Architects, Inc.
510 4th Avenue N.

Fargo, ND 58102-4821

Docusign Envelope ID: CE243892-B0B5-8917-8297-EDA88DA300AD

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

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§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

.1 the name of the Claimant;
.2 the name of the person for whom the labor was done, or materials or equipment furnished;
.3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
.4 a brief description of the labor, materials or equipment furnished;
.5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
.6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
.7 the total amount of previous payments received by the Claimant; and
.8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

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§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address		Address	

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

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ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and 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 DAKOTA)

On this 29TH day of APRIL, in the year 2026, before me personally come(s) ANDREW YOUNGQUIST, to me known, who, being duly sworn, deposes and says that he/she is the CONTRACTER of the HORIZON EQUIPMENT, LLC 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.

David R. Sanders
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2027

_____
Notary Public

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
)
County of Dakota)

On this 22nd day of April, in the year 2026, 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

_____
Notary Public

Docusign Envelope ID: CE243892-B0B5-8917-8297-EDA88DA300AD

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.

KATHRYN R. PEARSON 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

Signed and sealed at the City of Brookfield, WI this 22nd day of April, 2026.

Karen J. Haffner
Assistant Secretary

40-0375

ORSC 22262 (3-06)

PATE BONDING, INC.

Docusign Envelope ID: CE243892-B0B5-8917-8297-EDA88DA300AD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/20/2026

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	CONTACT NAME: Krystie Vohnoutka
Brown & Brown Insurance Services, Inc. 200 S. Main St. Le Sueur MN 56058	PHONE (A/C, No, Ext): (507) 665-3364 FAX (A/C, No): (507) 665-6510 E-MAIL ADDRESS: krystiev@thecanopygroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : WESTFIELD INS CO	24112
INSURER B : INSURANCE CO OF THE WEST	27847
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Horizon Equipment LLC
1960 Seneca Rd
Eagan MN 55122

COVERAGES **CERTIFICATE NUMBER:** **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	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:	Y	Y	CWP099550X	11/01/2025	11/01/2026	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 $ 500,000 $ 1,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	CWP099550X	11/01/2025	11/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ 0	Y	Y	CWP099550X	11/01/2025	11/01/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WMN 5057921 06	01/04/2026	01/04/2027	☒ 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
A	Transportation Floater Installation Floater			CWP099550X	11/01/2025	11/01/2026	Transp Limit per Vehicle Inst Limit per Site	$40,000 $340,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Automatic additional insured applies on the general liability policy on a primary & noncontributory basis when required by written contract for ongoing & completed operations.
Blanket additional insured applies to the auto policy when required by written contract.
Blanket waiver of subrogation applies to the general liability, auto, work comp/employers' liability, and umbrella policies when required by written contract.
Owner (City of Dilworth), Construction Manager (Gehrtz Construction Services, Inc.), and Architect (Zerr Berg Architects, Inc.) are included as additional insureds.
(See ACORD 101)

CERTIFICATE HOLDER

City of Dilworth
PO Box 187
Dilworth MN 56529

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
Kristine Vohnoutka

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Brown & Brown Insurance Services, Inc.	Horizon Equipment LLC
POLICY NUMBER	
WMN 5057921 05, CWP099550X, CWP099550X, CWP099550X	
CARRIER / **NAIC CODE**	
INSURANCE CO OF THE WEST / 27847, 2411	**EFFECTIVE DATE:**

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate Of Liability Insurance

Project: Dilworth Community Center, project #25-011

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED IS REQUIRED UNDER WRITTEN CONTRACT TO FURNISH THIS WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **01-04-26** Policy No. **WMN 5057921 06** Endorsement No.
Insured **HORIZON EQUIPMENT LLC** Premium $ **INCL.**
Insurance Company **INSURANCE COMPANY OF THE WEST**

Countersigned By _____

© 1983 National Council on Compensation Insurance.

Docusign Envelope ID: CE243892-B0B5-8917-8297-EDA88DA300AD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects:

All Projects

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A** and for all medical expenses caused by accidents under Section **I** - Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

   a. Insureds;

   b. Claims made or "suits" brought; or

   c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A** and for all medical expenses caused by accidents under Section **I** - Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

¢ Insurance Services Office, Inc., 2008

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C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section - III Limits of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s):

All rented, owned and occupied locations other than construction projects.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A** and for all medical expenses caused by accidents under Section **I** - Coverage **C**, which can be attributed only to operations at a single designated "location" shown in the Schedule above:

1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

   a. Insureds;

   b. Claims made or "suits" brought; or

   c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A** and for all medical expenses caused by accidents under Section **I** - Coverage **C**, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Location General Aggregate Limit.

¢ Insurance Services Office, Inc., 2008

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C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.

D. For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

E. The provisions of Section **III** Limits of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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a. **Primary Insurance**

This insurance is primary and non-contributory except when **b.** below applies.

b. **Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent, or on any other basis:

(1) That is Fire, Extended Coverage, Builders Risk, Installation Risk, or similar coverage for your work;

(2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

(3) If the loss arises out of the maintenance or use of aircraft, "autos," or watercraft to the extent not subject to Exclusion **g.** of **Section I** - Coverage **A.**

(4) If the loss is caused by the sole negligence of any additional insured, owner, lessee, or contractor.

When this insurance is excess, we will have no duty under Coverage **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other defends, we will undertake to do so, but we will be entitled to the other insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductibles and self-insured amounts under all that other insurance.

We will share the remaining loss, if any with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the limits of Insurance shown in the declarations of this Coverage Part.

M. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, item **6. Representations**, the following is added:

d. Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided such failure to disclose all hazards or prior "occurrences" is not intentional.

N. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - AUTOMATIC STATUS

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, item **8. Transfer Of Rights Of Recovery Against Others To Us** is deleted and replaced by the following:

We waive any right of recovery we may have against any person or organization with respect to which the insured has waived its right of recovery.

It is further agreed that work commenced under letter of intent or work order, subject to subsequent reduction to writing, with customers whose customary written contracts would require a waiver of recovery rights against them also falls within this blanket waiver of recovery rights.

O. LIBERALIZATION

If we adopt a change in our forms or rules which would broaden coverage for contractors under this coverage form without an additional premium charge, your policy will automatically provide the additional coverage's as of the date the broadened coverage is effective in your state.

P. DEFINITIONS

Under **SECTION V - DEFINITIONS**, item **3.** is deleted and replaced with the following:

3. "Bodily Injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

Under **SECTION V - DEFINITIONS**, item **9.** is deleted and replaced with the following:

9. "Insured Contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement;

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

¢ Insurance Services Office, Inc., 2018

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) And Description Of Covered Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

¢ Insurance Services Office, Inc., 2018

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WESTFIELD Signature SERIES SM

BUSINESS AUTO ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details affecting each coverage, please refer to the terms and conditions in this endorsement.

A. **Who Is An Insured broadened:**
   - Additional Insured by Contract, Agreement or Permit
   - Legally Incorporated Subsidiaries
   - Newly Acquired Organizations

B. **Supplementary Payments**
   - Bail Bonds - $5000
   - Loss of Earnings - $500

C. **Fellow Employee Exclusion Amendment**

D. **Coverage Extensions**
   - Transportation Expenses
   - Personal Effects (Excess Basis)

E. **Additional Coverages**
   - Expenses paid for returning a stolen covered auto
   - Fire Department Service Charge

F. **Airbag Coverage - Accidental Discharge**

G. **Glass Repair - Waiver of Deductible**

H. **Knowledge and Notice of an Accident, Claim or Suit**

I. **Unintentional Failure To Disclose Hazards**

J. **Worldwide Coverage**

K. **Definitions**
   - Bodily Injury Redefined

In addition to the policy amendments contained in A. through K. listed above, the endorsements listed below will automatically be attached to your policy to complete the coverage provided by the Signature Series Business Auto Endorsement:

- Audio, Visual and Data Electronic Equipment Coverage Added Limits - CA 99 60
- Auto Loan/Lease Gap Coverage - CA 20 71
- Drive Other Car Coverage - Broadened Coverage For Named Individuals - (Executive Officers/Spouses) - CA 99 10
- Employee Hired Autos - CA 20 54
- Employees As Insureds - CA 99 33
- Hired Auto Physical Damage (Refer to Auto Declarations page)
- Rental Reimbursement Coverage - CA 99 23
- Waiver of Transfer of Rights of Recovery (Waiver of Subrogation) - CA 04 44

A. WHO IS AN INSURED BROADENED

SECTION II - COVERED AUTOS LIABILITY COVERAGE, item **A. Coverage, 1. Who Is An Insured** is amended to include the following additional paragraphs:

d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this endorsement.

However, "insured" does not include any subsidiary that is an "insured" under any other liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limit of insurance.

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Coverage under this provision is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

e. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or a majority interest. However, coverage under this provision:

(1) Does not apply if the organization you acquire or form is an "insured" under another auto liability policy or would be "insured" under such a policy but for its termination or the exhaustion of its limits of insurance;

(2) Does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

(3) Is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

f. Any person or organization with whom you agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under this policy.

This provision only applies if the written contract or agreement has been executed or permit has been issued, prior to the "bodily injury" or "property damage".

B. SUPPLEMENTAL PAYMENTS

SECTION II - COVERED AUTOS LIABILITY COVERAGE, item **A. Coverage, 2. Coverage Extensions, a. Supplementary Payments**, subparagraphs **(2)** and **(4)** are deleted and replaced with the following:

(2) Up to $5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 per day because of time off from work.

C. FELLOW EMPLOYEE EXCLUSION AMENDMENT

SECTION II - COVERED AUTOS LIABILITY COVERAGE, item **B. Exclusions, 5. Fellow Employee** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

D. COVERAGE EXTENSIONS

SECTION III - PHYSICAL DAMAGE COVERAGE, Item **A. Coverage, 4. Coverage Extensions, a. Transportation Expenses** is replaced with the following:

a. Transportation Expenses

We will pay up to $100 per day to a maximum of $1,800 for transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

The following is added to Item **4. Coverage Extensions:**

c. Personal Effects

We will pay up to $500 for the "loss" of your personal effects that are contained in a covered "auto" due to the total theft of the covered "auto." We will pay only for those personal effects that are contained in covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage.

Our payment for "loss" of or damage to personal effects will apply only on an excess basis over other collectible insurance.

E. ADDITIONAL COVERAGES

SECTION III - PHYSICAL DAMAGE COVERAGE, **A. Coverage**, is amended to include the following additional coverage items:

5. We will pay the expense of returning a stolen covered "auto" to you.

6. Fire Department Service Charge

When a fire department is called to save or protect a covered "auto", its equipment, its contents or occupants from a Covered Cause Of Loss, we will pay up to $1,000 for your liability for Fire Department Service Charges:

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(a) Assumed by contract or agreement prior to loss; or

(b) Required by local ordinance.

No deductible applies to this additional coverage.

F. **AIRBAG COVERAGE - ACCIDENTAL DISCHARGE**

SECTION III - PHYSICAL DAMAGE COVERAGE, Item **B. Exclusions**, subparagraph **3.a.** is deleted and replaced with the following:

a. Wear and tear, freezing, mechanical or electrical breakdown.

Mechanical breakdown does not apply to the accidental discharge of an airbag.

G. **GLASS REPAIR - WAIVER OF DEDUCTIBLE**

SECTION III - PHYSICAL DAMAGE COVERAGE, item **D. Deductible** the following paragraph is added:

No deductible shall apply to glass damage if the glass is repaired rather than replaced.

H. **KNOWLEDGE AND NOTICE OF AN ACCIDENT, CLAIM OR SUIT**

SECTION IV - BUSINESS AUTO CONDITIONS, Item **A. Loss Conditions** is amended as follows:

Subparagraph **a.** under Item **2. Duties In The Event Of Accident, Claim, Suit Or Loss**, is amended to include the following paragraphs:

This requirement applies when the "accident," claim, "suit" or "loss" is first known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

Subparagraph **b.(2)** under **2. Duties In The Event Of Accident, Claim, Suit Or Loss** is amended as follows:

(2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit."

Your employees may know of documents received concerning a claim or "suit". This will not mean that you have such knowledge, unless receipt of such documents is known to you, any of your executive officers or partners or your insurance manager.

I. **UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Under **SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud** is amended to include the following additional paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure.

J. **WORLDWIDE COVERAGE**

Under **SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory,** subparagraph **(5)** is deleted and replaced with the following:

(5) Anywhere in the world, if:

(a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

(b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, Puerto Rico or Canada or in a settlement we agree to.

(c) If, for such "autos" a "suit" is brought outside the territory described in 7.(1) through 7.(4) above, we will reimburse the insured for defense expenses incurred with our written consent, but we will make no payment, nor will we reimburse the insured for damages.

K. **DEFINITIONS**

Under **SECTION V - DEFINITIONS**, Item **C.** is replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

¢ Insurance Services Office, Inc., 2011

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(1) The owner or anyone else from whom you hire or borrow a "covered auto". This exception does not apply if the "covered auto" is a trailer or semitrailer connected to a "covered auto" you own.

(2) Your "employee" if the "covered auto" is owned by that "employee" or a member of his or her household.

(3) Someone using a "covered auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

(4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a "covered auto".

(5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a "covered auto" owned by him or her or a member of his or her household.

(6) "Employees" with respect to "bodily injury" to:

(a) Any fellow "employee" of the insured arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or

(b) The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph (a) above.

c. Anyone liable for the conduct of an insured described above is also an insured, but only to the extent of that liability.

3. Any additional insured under any policy of "underlying insurance" will automatically be an insured under this insurance.

Subject to Section III - Limits Of Insurance, if coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement, less any amounts payable by any "underlying insurance"; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "underlying insurance".

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made, "suits" brought, or number of vehicles involved; or

c. Persons or organizations making claims or bringing "suits".

2. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" under:

a. Coverage **A**, except "ultimate net loss" because of "bodily injury" or "property damage" arising out of the ownership, maintenance or use of a "covered auto"; and

b. Coverage **B**.

3. Subject to Paragraph **2.** above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" because of all "bodily injury" and "property damage" under Coverage **A** arising out of any one "occurrence".

4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all "ultimate net loss" because of all "personal and advertising injury" sustained by any one person or organization.

5. If there is "underlying insurance" with a policy period that is nonconcurrent with the policy period of this Commercial Liability Umbrella Coverage Part, the "retained limit(s)" will only be reduced or exhausted by payments for:

a. "Bodily injury" or "property damage" which occurs during the policy period of this Coverage Part; or

b. "Personal and advertising injury" for offenses that are committed during the policy period of this Coverage Part.

However, if any "underlying insurance" is written on a claims-made basis, the "retained limit(s)" will only be reduced or exhausted by claims for that insurance that are made during the policy period, or any Extended Reporting Period, of this Coverage Part.

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Horizon Equipment LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . S

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

1960 Seneca Road

6 City, state, and ZIP code

Eagan, MN 55122

Requester's name and address (optional)

City of Dilworth
PO Box 187
Dilworth, MN 56529

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

8	7	–	0	7	5	4	2	6	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** Andrew Gangquist **Date** 4/23/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

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.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

AGREEMENT made as of the Twenty-fifth day of March in the year Two Thousand Twenty-six
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Dilworth
PO Box 187
Dilworth, MN 56529

and the Contractor:
(Name, legal status, address, and other information)

Tunheim Construction, LLC
3950 25th St N
Fargo, ND 58102

for the following Project:
(Name, location, and detailed description)

Dilworth Community Center
Dilworth, MN

Project No. 25-011

The Construction Manager:
(Name, legal status, address, and other information)

Gehrtz Construction Services, Inc.
510 4th Ave N
Fargo, ND 58102

The Architect:
(Name, legal status, address, and other information)

Zerr Berg Architects, Inc.
510 4th Ave N
Fargo, North Dakota 58102-4821

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The Owner and Contractor agree as follows.
(Paragraph Deleted)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

(Paragraphs Deleted)

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

Bid Package – 4 Masonry and 32A Paving & Surfacing

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[X] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

(Paragraph Deleted)

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:
(Check one of the following boxes and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[X] By the following date: September 1, 2027

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete

(Paragraph Deleted)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

[X] Stipulated Sum, in accordance with Section 4.2 below

[ ] Cost of the Work plus the Contractor's Fee, in accordance with Section 4.3 below

[ ] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below.)

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§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be One Million One Hundred Forty-one Thousand Two Hundred Dollars and Zero Cents ($ 1,141,200.00), subject to additions and deductions as provided in the Contract Documents.

4 Base Bid $648,500.00
32A Base Bid $339,200.00
Alt. No. 1A Enhanced concrete finish $48,500.00
Alt. No. 4 Plaza grading, concrete, lighting $105,000.00
Total Contract Amount $1,141,200.00

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Paragraph Deleted)

Item	Price	Conditions for Acceptance

§ 4.2.3 Allowances, if any, included in the Contract Sum:

(Paragraph Deleted)

Item	Price

§ 4.2.4 Unit prices, if any:

(Paragraph Deleted)

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price
(Paragraph Deleted)

–
N/A

(Paragraphs Deleted)

(Table Deleted)

(Paragraph Deleted)

§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price
(Paragraph Deleted)

–
N/A

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(Paragraphs Deleted)

(Table Deleted)

(Paragraphs Deleted)

(Table Deleted)

(Paragraphs Deleted)

(Table Deleted)

(Paragraphs Deleted)

(Table Deleted)

(Paragraphs Deleted)

§ 4.5 Liquidated damages, if any:

(Paragraph Deleted)

None

§ 4.6 Other:

(Paragraph Deleted)

None

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the twenty-fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the thirtieth day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall be made by the Owner not later than sixty-five (65) days after the Construction Manager receives the Application for Payment.

(Paragraph Deleted)

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§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price

(Paragraph Deleted)

N/A

(Paragraphs Deleted)

§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price

(Paragraph Deleted)

N/A

(Paragraphs Deleted)

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§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Paragraph Deleted)

5%

§ 5.1.7.1.1 The following items are not subject to retainage:

(Paragraph Deleted)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(Paragraph Deleted)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, when the Work of this Contract is substantially complete, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted when the Work of this Contract is substantially complete shall not include retainage as follows:

(Paragraph Deleted)

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

See **§ 5.1.3**

§ 5.2.1.3 Submit final paperwork:

1. Two sets of O & M manuals for the Owner's file as applicable
2. One set of As-Builts for the Owner's file as applicable
3. Warranties as applicable
4. Final lien waiver
5. AIA Form G734 – Certificate of Substantial Completion
6. AIA Form G706 – Contractor Affidavit of Payment of Debt & Claims
7. AIA Form G706A – Contractor's Affidavit of Release of Liens
8. AIA Form G707 – Consent of Surety to Final Payments
9.

§ 5.2.2 Final Payment Where the Contract Sum if Based on the Cost of the Work with or without a Guaranteed Maximum Price

(Paragraphs Deleted)

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N/A

(Paragraphs Deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(Paragraph Deleted)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Article 15 of AIA Document A232–2019.

[X] Litigation in a court of competent jurisdiction.

(Paragraph Deleted)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor a termination fee as follows:

(Paragraph Deleted)

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price – N/A

(Paragraphs Deleted)

§ 7.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A232–2019, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Section 4.3.2 or 4.4.2, as applicable, of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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§ 8.2 The Owner's representative:

(Paragraph Deleted)

Peyton Mastera
PO Box 187
Dilworth, MN 56529

§ 8.3 The Contractor's representative:

(Paragraph Deleted)

David Hahn
Tunheim Construction, Fargo, ND

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, Insurance and Bonds, and elsewhere in the Contract Documents.

Certificate of Insurance – list Owner, Architect, and Construction Manager as additional insureds (does not apply to supplier only contracts). See General Conditions & Supplementary Conditions for limits. Worker's Compensation in state of project (does not apply to supplier only contracts).

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A132™–2019 and elsewhere in the Contract Documents.

Performance & Payment Bond – contract amount (does not apply to supplier only contracts)

(Paragraph Deleted)

§ 8.7 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

§ 8.8 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

(Paragraphs Deleted)

.2 Drawings

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Number	Title	Date
Exhibit 1		

.3 Specifications

Section	Title	Date	Pages
Exhibit 2			

.4 Addenda, if any:

Number	Date	Pages
A	2.13.26	34
B	2.18.26	65
C	2.20.26	7

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.5 Other Exhibits:

(Paragraph Deleted)

[X] Bid Form

(Paragraphs Deleted)

(Table Deleted)

(Table Deleted)

(Paragraphs Deleted)

This Agreement is entered into as of the day and year first written above.

DocuSigned by:
OWNER *(Signature)*
99014A5686684A8...

Peyton Mastera, City Administrator
(Printed name and title)

CONTRACTOR *(Signature)*

Brady Martz Project Manager
(Printed name and title)

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SECTION 00 4100
BID FORM

PROJECT:

City of Dilworth
Dilworth Community Center
Dilworth, Minnesota

DATE: THURSDAY, FEBRUARY 26, 2026

Proposal of Tunheim Construction, hereinafter called the bidder, a

ND corporation / ~~partnership / an individual, doing business as~~
(State) (strike out inapplicable terms)

_____ to City of Dilworth, hereinafter called the Owner.

TO THE OWNER:

The bidder in compliance with the Advertisement for Bids for the construction of Dilworth Community Center having examined the plans and specifications with related documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies and to construct the project in accordance with the contract documents within the time set forth therein and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date noted in the Project Construction Schedule included in these specifications and to fully complete the project in the time allotted by this same schedule.

Bidder acknowledges receipt of the following addenda: A, B, C.

Bidder acknowledges the review of Section 00 0150 Bid Packages Scope of Work: DH (initial).

BASE PROPOSAL:

Bidder agrees to perform all of the Construction Work described in the specifications and shown on the plans for the following Bid Package(s) for the sum of money as noted following each Bid Package: (Contractors are required to submit individual bids for each Bid Package. Bidders are allowed to submit combined bids as well.)
Bidder shall include under Base Bid all pertinent allowances described for specific Bid Packages under Section 01 2100 - Allowances.

BID PACKAGE

Number/Name	Amount of Bid
#_____	$_____
# 4 - Masonry	$ 648,500.00
#_____	$_____
#_____	$_____

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ALTERNATE PROPOSALS: See 01 2300 - Alternates for Descriptions

Alternate No. 1A - Site Concrete Upgrades - Enhanced Concrete Finish.
Add/Deduct $_____

Alternate No. 1B - Site Concrete Upgrades - Concrete Coloring & Top Coat.
Add/Deduct $_____

Alternate No. 1C - Site Concrete Upgrades - Steel Rails.
Add/Deduct $_____

Alternate No. 2 - Parking Lot Extension (Asphalt).
Add/Deduct $_____

Alternate No. 3A - Concrete Parking Lot.
Add/Deduct $_____

Alternate No. 3B - Concrete Parking Lot.
Add/Deduct $_____

Alternate No. 4 - Plaza - Grading, Concrete, Lighting.
Add/Deduct $_____

Alternate No. 5A - Interior Upgrades - Prefunction and Activity Room.
Add/Deduct $_____

Alternate No. 5B - Interior Upgrades - Meeting Rooms Ceiling.
Add/Deduct $_____

Alternate No. 6A - Food Service Upgrades - Mobile Prep Carts.
Add/Deduct $_____

Alternate No. 6B - Food Service Upgrades - Heating Cabinets.
Add/Deduct $_____

Alternate No. 7 - Honeywell HBS (Fargo Office Branch).
Add/Deduct $_____

Alternate No. 7 - Distech Controls (Climate Control, Fargo, ND).
Add/Deduct $_____

Alternate No. 7 - Wir3d Electric.
Add/Deduct $_____

Alternate No. 7 - Siemens Industry Inc. Apogee. (G&R Controls, Fargo, ND).
Add/Deduct $_____

Alternate No. 7 - Siemens Talon / JCI Explorer / Distech EC-NET 4 (Direct Digital Control, Fargo, ND).
Add/Deduct $_____

Alternate No. 7 - Trane.
Add/Deduct $_____

UNIT PRICES: See 01 2200 - Unit Prices for Descriptions

Unit Price No. 1 - Class 5 - Bid Package 31.
UP-1 $_____ per Cubic Yard.

Unit Price No. 2 - Clay - Bid Package 31.
UP-2 $_____ per Cubic Yard.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 days after the scheduled closing time for receiving bids.

Upon receipt of written notice of acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a surety bond or bonds as required by the specifications.

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Respectfully submitted,

By _____
(signature)

Title VP

Business Address 5950 25th St N Fargo ND 58102

(SEAL if bid is by a Corporation) _____

Telephone No. 701-866-1484

E-Mail David@TunheimConst.com

END OF SECTION

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Dan Kleist

From: David Hahn <David@TunheimConst.com>
Sent: Friday, February 27, 2026 3:19 PM
To: Dan Kleist
Cc: Tate Miller
Subject: Re: References

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Thanks Dan,

Yes we can and will Interpret the embeds and lintels.

We have everything you listed in our bid.

Appreciate the opportunity, looking forward to it!

David Hahn
Tunheim Construction
3950 25th St N Fargo
701-866-1484

From: Dan Kleist <dkleist@gcs-fm.com>
Sent: Friday, February 27, 2026 2:31 PM
To: David Hahn <David@TunheimConst.com>
Cc: Tate Miller <tate.miller@gcs-fm.com>
Subject: RE: References

Thanks for that info. I did contact a couple of the references, and they had some good things to say about Blocks to Rocks.

I was hoping to see some larger projects on the list that have higher walls like this project. Looking at my estimate there is about:

12-13,000sf of block and about 5,000 brick. I assume they can interpret the steel embed plans to set all the embed plates and lintels.

A few other items I has in my estimate that were in the plans and specs were:

Sealing of veneer above rooflines- 2 coats (1300 sqft)
Performance and Payment Bond
Precast parts
4% colored mortar figured for the veneer

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rubber control joint in the CMU walls
stainless steel flashing, drip edge, and corners

If you can please confirm that you have all these items included, I think we will be in good shape to recommend awarding you the project.

Thanks,

DAN KLEIST
Principal Construction Manager

gehrtz
CONSTRUCTION SERVICES

BUILDING THE FUTURE TOGETHER
Construction Management/Cost Estimating/Design Build

Main Office: 701.297.0704
Direct: 701.478.4733
Cell: 701.238.6750
dkleist@gcs-fm.com

510 4th Avenue N, Fargo, ND 58102
www.GehrtzConstructionServices.com

From: David Hahn <David@TunheimConst.com>
Sent: Friday, February 27, 2026 11:32 AM
To: Dan Kleist <dkleist@gcs-fm.com>
Subject: References

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Dan, Please see the below references as requested.

Jeff Brown - Hebron Brick 701-261-6665
Carl Blank - Structural Materials 701-866-4418

C2 Construction - Split Rock Lighthouse for MN DNR, Two Harbors, MN. 6000 sf of block.
Eric Card 701-412-2797

Olaf Anderson - Maple Valley School addition 3000 sf of block.
-Bank North Enderlin - 5000 sf of brick.
Jonas Mickelson 701-238-4767
Tom Steil 701-238-2567

Bakken contracting - Eagle Flats, Jamestown 6500 square feet of utility brick.

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Bakken Contracting Gateway West, West Fargo, 10,500 sf of block for Stairwells and elevator shaft. 65' high.
-Darin Hersch 701-212-0011

Gerhtz Construction Services - Highland Lakeview apartments, Detroit Lakes. 2500 sf of block, 3500 sf of utility brick.

David Hahn
Tunheim Construction
3950 25th St N Fargo
701-866-1484

Docusign Envelope ID: 1FB4499F-094C-8B64-819C-186137401C69

Contractor Name Tunheim Construction, LLC

ATTACHMENT A

RESPONSIBLE CONTRACTOR AND CERTIFICATION OF COMPLIANCE

PROJECT TITLE:

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

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

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

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

3. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order.

4. The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office.

5. The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification.

6. The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and

7. All subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

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

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

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

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

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

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

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

CERTIFICATION

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

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

Authorized Signature of ~~Owner or~~ Officer: Chris Tunheim	**Printed Name:** Chris Tunheim
Title: President	**Date:** 2/26/26
Company Name: Tunheim Construction, LLC	

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ATTACHMENT A-1

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

PROJECT TITLE:

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

First-Tier Subcontractor Names (Legal name of company as registered with the Secretary of State)	**Name of city where company home office is located**
Border States Paving	Fargo
JB Surfaces	Fargo
3D Specialties	West Fargo
Blocks to Rocks Masonry	Fargo

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SECTION 00 4100
BID FORM

PROJECT:

City of Dilworth
Dilworth Community Center
Dilworth, Minnesota

DATE: THURSDAY, ~~FEBRUARY~~ 26, 2026

Proposal of Runheim Construction, hereinafter called the bidder, a

ND corporation / ~~partnership / an individual, doing business as~~
(State) (strike out inapplicable terms)

_____ to City of Dilworth, hereinafter called the Owner.

TO THE OWNER:

The bidder in compliance with the Advertisement for Bids for the construction of Dilworth Community Center having examined the plans and specifications with related documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies and to construct the project in accordance with the contract documents within the time set forth therein and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date noted in the Project Construction Schedule included in these specifications and to fully complete the project in the time allotted by this same schedule.

Bidder acknowledges receipt of the following addenda: ABC

Bidder acknowledges the review of Section 00 0150 Bid Packages Scope of Work: DH (initial).

BASE PROPOSAL:

Bidder agrees to perform all of the Construction Work described in the specifications and shown on the plans for the following Bid Package(s) for the sum of money as noted following each Bid Package: (Contractors are required to submit individual bids for each Bid Package. Bidders are allowed to submit combined bids as well.)
Bidder shall include under Base Bid all pertinent allowances described for specific Bid Packages under Section 01 2100 - Allowances.

BID PACKAGE

Number/Name	Amount of Bid
# _____	$ _____
# 32A Paving & Surfacing	$ 339,200.00
# _____	$ _____
# _____	$ _____

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ALTERNATE PROPOSALS: See 01 2300 - Alternates for Descriptions

Alternate No. 1A - Site Concrete Upgrades - Enhanced Concrete Finish.
Add/Deduct $ 48,500.00

Alternate No. 1B - Site Concrete Upgrades - Concrete Coloring & Top Coat.
Add/Deduct $ 29,150.00

Alternate No. 1C - Site Concrete Upgrades - Steel Rails.
Add/Deduct $ 26,000.00

Alternate No. 2 - Parking Lot Extension (Asphalt).
Add/Deduct $ 103,000.00

Alternate No. 3A - Concrete Parking Lot.
Add/Deduct $ 109,775.00

Alternate No. 3B - Concrete Parking Lot.
Add/Deduct $ 76,475.00

Alternate No. 4 - Plaza - Grading, Concrete, Lighting.
Add/Deduct $ 105,000.00

Alternate No. 5A - Interior Upgrades - Prefunction and Activity Room.
Add/Deduct $_____

Alternate No. 5B - Interior Upgrades - Meeting Rooms Ceiling.
Add/Deduct $_____

Alternate No. 6A - Food Service Upgrades - Mobile Prep Carts.
Add/Deduct $_____

Alternate No. 6B - Food Service Upgrades - Heating Cabinets.
Add/Deduct $_____

Alternate No. 7 - Honeywell HBS (Fargo Office Branch).
Add/Deduct $_____

Alternate No. 7 - Distech Controls (Climate Control, Fargo, ND).
Add/Deduct $_____

Alternate No. 7 - Wir3d Electric.
Add/Deduct $_____

Alternate No. 7 - Siemens Industry Inc. Apogee. (G&R Controls, Fargo, ND).
Add/Deduct $_____

Alternate No. 7 - Siemens Talon / JCI Explorer / Distech EC-NET 4 (Direct Digital Control, Fargo, ND).
Add/Deduct $_____

Alternate No. 7 - Trane.
Add/Deduct $_____

UNIT PRICES: See 01 2200 - Unit Prices for Descriptions

Unit Price No. 1 - Class 5 - Bid Package 31.
UP-1 $_____ per Cubic Yard.

Unit Price No. 2 - Clay - Bid Package 31.
UP-2 $_____ per Cubic Yard.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 days after the scheduled closing time for receiving bids.

Upon receipt of written notice of acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a surety bond or bonds as required by the specifications.

Docusign Envelope ID: 1FB4499F-094C-8B64-819C-186137401C69

Respectfully submitted,

By _____
(signature)

Title VP

Business Address 3950 25th St N Fargo ND 58102

(SEAL if bid is by a Corporation) _____

Telephone No. 701-866-1484

E-Mail David@Tunheimconst.com

END OF SECTION

Docusign Envelope ID: 1FB4499F-094C-8B64-819C-186137401C69

Tate Miller

From: David Hahn <David@TunheimConst.com>
Sent: Tuesday, March 3, 2026 8:11 AM
To: Tate Miller
Subject: Dilworth 8" Pavement

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Tate,

The deduction to go from 8" Concrete pavement to 6" Concrete pavement would be as follows;

Alt 3A
Deduct $34,000

Alt 3B
Deduct $21,000

Total $55,000.00

David Hahn
Tunheim Construction
3950 25th St N Fargo
701-866-1484

- Alt.
- 6" vs 8"
- Alt 4 Included Concrete upgrades?

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21 0553 - Identification for Fire Suppression Piping and Equipment
21 1300 - Fire-Suppression Sprinkler Systems

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DIVISION 22 -- PLUMBING

22 0100 - Plumbing General Requirements
22 0150 - Plumbing & Piping Materials & Methods
22 0513 - Common Motor Requirements for Plumbing Equipment
22 0519 - Meters and Gauges for Plumbing Piping
22 0523 - General-Duty Valves for Plumbing Piping
22 0553 - Identification for Plumbing Piping and Equipment
22 0719 - Plumbing Piping Insulation
22 1005 - Plumbing Piping
22 1006 - Plumbing Piping Specialties
22 3000 - Plumbing Equipment
22 4000 - Plumbing Fixtures

DIVISION 23 -- HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)

23 0100 - Mechanical General Requirements
23 0150 - Mechanical Materials & Methods
23 0513 - Common Motor Requirements for HVAC Equipment
23 0519 - Meters and Gauges for HVAC Piping
23 0523 - General-Duty Valves for HVAC Piping
23 0553 - Identification for HVAC Piping and Equipment
23 0593 - Testing, Adjusting, and Balancing for HVAC
23 0713 - Duct Insulation
23 0716 - HVAC Equipment Insulation
23 0719 - HVAC Piping Insulation
23 0800 - Commissioning of HVAC
23 0913 - Instruments and Control Elements
23 0923 - Direct-Digital Control System for HVAC
23 1123 - Facility Natural-Gas Piping
23 2113 - Hydronic Piping
23 2114 - Hydronic Specialties
23 2123 - Hydronic Pumps
23 2300 - Refrigerant Piping
23 2500 - HVAC Water Treatment
23 3100 - HVAC Ducts and Casings
23 3300 - Air Duct Accessories
23 3319 - Duct Silencers
23 3423 - HVAC Power Ventilators and Exhaust Systems
23 3600 - Air Terminal Units
23 3700 - Air Outlets and Inlets
23 3813 - Commercial-Kitchen Hoods
23 5216 - Condensing Boilers

Docusign Envelope ID: 1FB4499F-094C-8B64-819C-186137401C69

23 6213 - Packaged Air-Cooled Refrigerant Compressor and Condenser Units
23 7313 - Modular Indoor Central-Station Air-Handling Units
23 7433 - Dedicated Outdoor Air Units
23 8126.13 - Small-Capacity Split-System Air Conditioners
23 8200 - Convection Heating and Cooling Units
23 8300 - Radiant Heating and Cooling Units

DIVISION 25 -- INTEGRATED AUTOMATION

DIVISION 26 -- ELECTRICAL

26 0000 - Electrical General Requirements
26 0100 - Electrical Systems Close Out Documentation
26 0500 - Common Work
26 0519 - Low-Voltage Electrical Power Conductors and Cables
26 0526 - Grounding and Bonding for Electrical Systems
26 0533.13 - Conduit for Electrical Systems
26 0533.16 - Boxes for Electrical Systems
26 0553 - Identification for Electrical Systems
26 0560 - Underground Work for Electrical Systems
26 0923 - Lighting Control Devices
26 2100 - Low-Voltage Electrical Service Entrance
26 2416 - Panelboards
26 2726 - Wiring Devices
26 2813 - Fuses
26 2816.16 - Enclosed Switches
26 2913 - Enclosed Controllers
26 3213 - Engine Generators
26 3600 - Transfer Switches
26 4300 - Surge Protective Devices
26 5100 - Interior Lighting
26 5600 - Exterior Lighting

DIVISION 27 -- COMMUNICATIONS

27 0000 - Structured Cabling General Requirements
27 0100 - Structured Cabling Close Out Documentation
27 0500 - Common Work Results for Structured Cabling
27 0528 - Pathways for Communication Systems
27 1000 - Structured Cabling

DIVISION 28 -- ELECTRONIC SAFETY AND SECURITY

28 0000 - Electronic Safety and Security General Requirements
28 0100 - Electronic Safety and Security Systems Close Out Documentation
28 0500 - Common Work Results for Electronic Safety and Security Systems.
28 3113 - Fire Alarm and Detection Systems

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DIVISION 31 -- EARTHWORK

31 0000 - Site Clearing

31 2200 - Site Grading

31 2316 - Building Excavation

31 2317 - Site Excavation

31 2318 - Site Trenching

31 2333 - Building Fill

31 2324 - Site Fill

DIVISION 32 -- EXTERIOR IMPROVEMENTS

32 0519 - Site Geotextile

32 1123 - Site Aggregate Courses

32 1216 - Site As

32 1313 - Site Concrete Pavement

32 1723 - Site Painted Pavement Markings

32 3123 - Plastic Fences and Gates

DIVISION 33 -- UTILITIES

33 0111 - Site Disinfection of Water Systems

33 0513 - Site Manholes and Structures

33 3113 - Site Sanitary Gravity Piping

33 4100 - Subdrainage

33 4116 - Site Subdrainage Piping

33 4211 - Site Stormwater Gravity Piping

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Contractor Name Tunheim Construction, LLC

ATTACHMENT A

RESPONSIBLE CONTRACTOR AND CERTIFICATION OF COMPLIANCE

PROJECT TITLE:

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

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

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

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

3. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order.

4. The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office.

5. The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification.

6. The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and

7. All subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

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

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

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

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

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

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

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

CERTIFICATION

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

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

Authorized Signature ~~of Owner or~~ Officer: [signature]	**Printed Name:** Chris Tunheim
Title: President	**Date:** 2/26/26
Company Name: Tunheim Construction, LLC	

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ATTACHMENT A-1

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

PROJECT TITLE:

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

First-Tier Subcontractor Names (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located
Border States Paving	Fargo
JB Surfaces	Fargo
3D Specialties	West Fargo
Blocks to Rocks Masonry	Fargo

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AIA® Document A312™ – 2010

Performance Bond

Bond Number: 101841202

CONTRACTOR:
(Name, legal status and address)
Tunheim Construction, LLC

3950 25th St N

Fargo, ND 58102

SURETY:
(Name, legal status and principal place of business)
Merchants Bonding Company (Mutual)

P.O. Box 14498

Des Moines, IA 50306-3498

OWNER:
(Name, legal status and address)
City of Dilworth

2 - 1st Avenue SE

Dilworth, MN 56529

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.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT
Date: March 25, 2026

Amount: One Million One Hundred Forty-one Thousand Two Hundred & 00/100 ($1,141,200.00)

Description:
(Name and location) Dilworth Community Center
BP: 4 Masonry & 32A Paving & Surfacing

Dilworth, MN

BOND
Date: May 1, 2026
(Not earlier than Construction Contract Date)

Amount: One Million One Hundred Forty-one Thousand Two Hundred & 00/100 ($1,141,200.00)

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Tunheim Construction, LLC

Signature:
Name Gabby Tunheim
and Title: Treasurer

SURETY
Company: *(Corporate Seal)*
Merchants Bonding Company (Mutual)

Signature:
Name Rebecca Hecker
and Title: Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Marsh McLennan Agency

505 N Broadway, Suite 100

Fargo, ND 58102

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)
Zerr Berg Architects

510 4th Avenue North

Fargo, ND 58102

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

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§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:	N/A	Signature:	N/A
Name and Title:		Name and Title:	
Address		Address	

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.

Docusign Envelope ID: 1FB4499F-094C-8B64-819C-186137401C69

AIA® Document A312™ – 2010

Payment Bond

Bond Number: 101841202

CONTRACTOR:
(Name, legal status and address)
Tunheim Construction, LLC

3950 25th St N

Fargo, ND 58102

SURETY:
(Name, legal status and principal place of business)
Merchants Bonding Company (Mutual)

P.O. Box 14498

Des Moines, IA 50306-3498

OWNER:
(Name, legal status and address)
City of Dilworth

2 - 1st Avenue SE

Dilworth, MN 56529

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.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT
Date: March 25, 2026

Amount: One Million One Hundred Forty-one Thousand Two Hundred & 00/100 ($1,141,200.00)

Description: Dilworth Community Center
(Name and location) BP: 4 Masonry & 32A Paving & Surfacing

Dilworth, MN

BOND
Date: May 1, 2026
(Not earlier than Construction Contract Date)

Amount: One Million One Hundred Forty-one Thousand Two Hundred & 00/100 ($1,141,200.00)

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Tunheim Construction, LLC

Signature: Gabby Tunheim
Name Gabby Tunheim
and Title: Treasurer

SURETY
Company: *(Corporate Seal)*
Merchants Bonding Company (Mutual)

Signature: Rebecca Hecker
Name Rebecca Hecker
and Title: Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Marsh McLennan Agency

505 N Broadway, Suite 100

Fargo, ND 58102

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)
Zerr Berg Architects

510 4th Avenue North

Fargo, ND 58102

Docusign Envelope ID: 1FB4499F-094C-8B64-819C-186137401C69

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

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§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

.1 the name of the Claimant;
.2 the name of the person for whom the labor was done, or materials or equipment furnished;
.3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
.4 a brief description of the labor, materials or equipment furnished;
.5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
.6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
.7 the total amount of previous payments received by the Claimant; and
.8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

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§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:	N/A	Signature:	N/A
Name and Title:		Name and Title:	
Address		Address	

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

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ACKNOWLEDGMENT OF PRINCIPAL (CORPORATION)

State of North Dakota)
County of Cass)

On this 4th day of May 20 26, before me personally appeared Gabby Tunheim known to be the Treasurer of the corporation that is described in and that he or she executed the within instrument, and acknowledged to me that such corporation executed the same.

Madelyn J Wical
Notary Public
State of North Dakota
My Commission Expires Oct. 22, 2029

ACKNOWLEDGMENT OF PRINCIPAL (INDIVIDUAL OR PARTNERSHIP)

State of _____)
County of _____)

On this _____ day of _____ 20 26, before me personally Appeared _____ known to be the person described in and who executed the within instrument, and acknowledged to me that he/she executed the same.

ACKNOWLEDGMENT OF SURETY

State of North Dakota)
County of Cass)

On this 1st day of May 20 26, before me personally appeared Rebecca Hecker known to be the person who is described in and whose name is subscribed to the within instrument as Attorney in Fact of Merchants Bonding Company (Mutual) and acknowledged to me that he or she subscribed the name of Merchants Bonding Company (Mutual) thereto as surety and his or her own name as Attorney in Fact.

WANDA TERRY
Notary Public
State of North Dakota
My Commission Expires Jan 13, 2027

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MERCHANTS BONDING COMPANY

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, 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,

Braeden Nelson; Bridget Nitz; Jill Graveline; Joe Olson; Rebecca Hecker; Ryan M Hoffman; Toni Crittenden

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 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 30th day of April , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) - INCORPORATED - 1933

MERCHANTS NATIONAL BONDING, INC. - INCORPORATED - 2003

MERCHANTS NATIONAL INDEMNITY COMPANY - CALIFORNIA

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

By Larry Taylor

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 30th day of April 2026 , 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 1st day of May , 2026

MERCHANTS BONDING COMPANY (MUTUAL) - INCORPORATED - 1933

MERCHANTS NATIONAL BONDING, INC. - INCORPORATED - 2003

MERCHANTS NATIONAL INDEMNITY COMPANY - CALIFORNIA

Secretary

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/1/2026

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 505 Broadway North, Suite 100 Fargo ND 58102	**CONTACT NAME:** Shane Kennedy **PHONE (A/C, No, Ext):** 701-237-3311 **FAX (A/C, No):** 701-232-4442 **E-MAIL ADDRESS:** Shane.Kennedy@MarshMMA.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** CONTINENTAL CASUALTY COMPANY / 20443
INSURED TUNHECONST2 Tunheim Construction, LLC 3950 25th St N Fargo ND 58102	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1594797899 **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	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT [ ] LOC [ ] OTHER:	Y		CPA3336401-20	10/31/2025	10/31/2026	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 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			CPA3336401-20	10/31/2025	10/31/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED X RETENTION $ 0			CPA3336401-20	10/31/2025	10/31/2026	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCA3336421-20	10/31/2025	10/31/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
A	Inland Marine			CPA3336401-20	10/31/2025	10/31/2026	Scheduled Equip Limit Leased/Rented Equip	see below $250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Compensation coverage applies to Minnesota, Iowa & Oklahoma
Additional Insured applies on the General Liability policy for Managers or Lessors of Premises, Lessor of Leased Equipment, Vendors, and Mortgagee and for Contractors when required in written contract on a primary/non-contributory basis (per form U-GL-2162-A CW 02/19).
Project: Dilworth Community Center
Owner: City of Dilworth
Architect: Zerr Berg Architects, Inc
Gehrtz Construction Services, Inc., City of Dilworth (owner) and Zerr Berg Architects, Inc. (architect) and the Construction Manager are additional insureds on General Liability if required by signed written contract executed prior to loss.

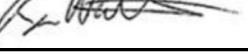
CERTIFICATE HOLDER

Gehrtz Construction Services, Inc.
510 4th Ave North
Fargo ND 58102

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



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WSI

North Dakota Workforce Safety & Insurance

Art Thompson
Director

Chris Tunheim
Tunheim Construction LLC
3950 25th St N
Fargo ND 58102-7016

February 25, 2026

Account Information	Employer account number:	1283115
	Issue date:	02/25/2026
	Expiration date:	06/14/2026

Certificate of Payment

Reason For Notice

Workforce Safety & Insurance (WSI) certifies Tunheim Construction LLC has North Dakota workers' compensation coverage from 04/01/2025 to 03/31/2026. Employees of Tunheim Construction LLC are entitled to apply for WSI benefits.

Required Action

Employers must post this Certificate of Payment in a conspicuous manner at the workplace. A penalty of $250 may apply for failure to comply with this requirement. *See* North Dakota Century Code § 65-04-04.

Additional Information

Coverage under this certificate extends to employers for their North Dakota exposure. Limited coverage may be extended for temporary and/or incidental exposure outside of North Dakota.

WSI may revoke the Certificate of Payment for failure to make required premium payments.

For More Information

Contact customer service at 800-777-5033 or 701-328-3800 with questions.

Class	Classification Description
5205	**Concrete Work**
5410	**Building Construction**
6042	**Street & Hwy Const-Maintenance**
8747	**Professional/Business Reps**

Sincerely,

Sarah F.

Sarah Feist
Chief of Employer Services

PL5

Docusign Envelope ID: 1FB4499F-094C-8B64-819C-186137401C69

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Tunheim Construction, LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) C

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

5 Address (number, street, and apt. or suite no.). See instructions.

3950 25th St N

Requester's name and address (optional)

6 City, state, and ZIP code

Fargo, ND 58102

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

2	6	–	3	9	0	2	9	8	6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person [signature] Date 4/3/24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

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.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

AGREEMENT made as of the Twenty-fifth day of March in the year Two Thousand Twenty-six
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Dilworth
PO Box 187
Dilworth, MN 56529

and the Contractor:
(Name, legal status, address, and other information)

Far-Moor Acoustics & Floors, LLC
2301 16th Ave S
Moorhead, MN 56560

for the following Project:
(Name, location, and detailed description)

Dilworth Community Center
Dilworth, MN

Project No. 25-011

The Construction Manager:
(Name, legal status, address, and other information)

Gehrtz Construction Services, Inc.
510 4th Ave N
Fargo, ND 58102

The Architect:
(Name, legal status, address, and other information)

Zerr Berg Architects, Inc.
510 4th Ave N
Fargo, North Dakota 58102-4821

Init.
/

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The Owner and Contractor agree as follows.
(Paragraph Deleted)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

(Paragraphs Deleted)

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

Bid Package – 9E
Acoustical

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[X] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

(Paragraph Deleted)

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:
(Check one of the following boxes and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[X] By the following date: September 1, 2027

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete

(Paragraph Deleted)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

[X] Stipulated Sum, in accordance with Section 4.2 below

[ ] Cost of the Work plus the Contractor's Fee, in accordance with Section 4.3 below

[ ] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below.)

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§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be Two Hundred Fifty-one Thousand Five Hundred Twenty-seven Dollars and Zero Cents ($ 251,527.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid $208,527.00
Alt. No. 5A Prefunction & activity room finish upgrades $43,000.00
Total Contract Amount $251,527.00

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Paragraph Deleted)

Item	Price	Conditions for Acceptance

§ 4.2.3 Allowances, if any, included in the Contract Sum:

(Paragraph Deleted)

Item	Price

§ 4.2.4 Unit prices, if any:

(Paragraph Deleted)

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price
(Paragraph Deleted)

–
N/A

(Paragraphs Deleted)

(Table Deleted)

(Paragraph Deleted)

§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price
(Paragraph Deleted)

–
N/A

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/
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(Paragraphs Deleted)

§ 4.5 Liquidated damages, if any:

(Paragraph Deleted)

None

§ 4.6 Other:

(Paragraph Deleted)

None

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the twenty-fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the thirtieth day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall be made by the Owner not later than sixty-five (65) days after the Construction Manager receives the Application for Payment.

(Paragraph Deleted)

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§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price

(Paragraph Deleted)

N/A

(Paragraphs Deleted)

§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price

(Paragraph Deleted)

N/A

(Paragraphs Deleted)

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

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5%

§ 5.1.7.1.1 The following items are not subject to retainage:

(Paragraph Deleted)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(Paragraph Deleted)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, when the Work of this Contract is substantially complete, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted when the Work of this Contract is substantially complete shall not include retainage as follows:

(Paragraph Deleted)

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

See **§ 5.1.3**

§ 5.2.1.3 Submit final paperwork:

1. Two sets of O & M manuals for the Owner's file as applicable
2. One set of As-Builts for the Owner's file as applicable
3. Warranties as applicable
4. Final lien waiver
5. AIA Form G734 – Certificate of Substantial Completion
6. AIA Form G706 – Contractor Affidavit of Payment of Debt & Claims
7. AIA Form G706A – Contractor's Affidavit of Release of Liens
8. AIA Form G707 – Consent of Surety to Final Payments
9.

§ 5.2.2 Final Payment Where the Contract Sum if Based on the Cost of the Work with or without a Guaranteed Maximum Price

(Paragraphs Deleted)

–

N/A

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(Paragraphs Deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(Paragraph Deleted)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Article 15 of AIA Document A232–2019.

[X] Litigation in a court of competent jurisdiction.

(Paragraph Deleted)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor a termination fee as follows:

(Paragraph Deleted)

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price – N/A

(Paragraphs Deleted)

§ 7.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A232–2019, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Section 4.3.2 or 4.4.2, as applicable, of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

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(Paragraph Deleted)

Peyton Mastera
PO Box 187
Dilworth, MN 56529

§ 8.3 The Contractor's representative:

(Paragraph Deleted)

Mark Sontag
Far-Moor Acoustics, Moorhead, MN

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, Insurance and Bonds, and elsewhere in the Contract Documents.

Certificate of Insurance – list Owner, Architect, and Construction Manager as additional insureds (does not apply to supplier only contracts). See General Conditions & Supplementary Conditions for limits. Worker's Compensation in state of project (does not apply to supplier only contracts).

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A132™–2019 and elsewhere in the Contract Documents.

Performance & Payment Bond – contract amount (does not apply to supplier only contracts)

(Paragraph Deleted)

§ 8.7 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

§ 8.8 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

(Paragraphs Deleted)

.2 Drawings

Number	Title	Date
Exhibit 1		

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.3 Specifications

Section	Title	Date	Pages
Exhibit 2			

.4 Addenda, if any:

Number	Date	Pages
A	2.13.26	34
B	2.18.26	65
C	2.20.26	7

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.5 Other Exhibits:

(Paragraph Deleted)

[X] Bid Form

(Paragraphs Deleted)

(Table Deleted)

(Table Deleted)

(Paragraphs Deleted)

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*

Peyton Mastera, City Administrator
(Printed name and title)

CONTRACTOR *(Signature)*

Mark Sontag - President
(Printed name and title)

Init.

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SECTION 00 4100
BID FORM

PROJECT:

City of Dilworth

Dilworth Community Center

Dilworth, Minnesota

DATE: THURSDAY, FEBRUARY 26, 2026

Proposal of Fac-Moor Acoustics & Floors, LLC, hereinafter called the bidder, a

ND corporation / ~~partnership~~ / an ~~individual, doing business~~ as
(State) (strike out inapplicable terms)

LLC to City of Dilworth, hereinafter called the Owner.

TO THE OWNER:

The bidder in compliance with the Advertisement for Bids for the construction of Dilworth Community Center having examined the plans and specifications with related documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies and to construct the project in accordance with the contract documents within the time set forth therein and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date noted in the Project Construction Schedule included in these specifications and to fully complete the project in the time allotted by this same schedule.

Bidder acknowledges receipt of the following addenda: A, B, C.

Bidder acknowledges the review of Section 00 0150 Bid Packages Scope of Work: _____ (initial).

BASE PROPOSAL:

Bidder agrees to perform all of the Construction Work described in the specifications and shown on the plans for the following Bid Package(s) for the sum of money as noted following each Bid Package: (Contractors are required to submit individual bids for each Bid Package. Bidders are allowed to submit combined bids as well.)
Bidder shall include under Base Bid all pertinent allowances described for specific Bid Packages under Section 01 2100 - Allowances.

BID PACKAGE

Number/Name	Amount of Bid
# 9E: Acoustical	$ 208,527
# 9G: Resilient & Carpet	$ 28,887
#	$
#	$

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ALTERNATE PROPOSALS: See 01 2300 - Alternates for Descriptions

Alternate No. 1A - Site Concrete Upgrades - Enhanced Concrete Finish.
Add/Deduct $_____

Alternate No. 1B - Site Concrete Upgrades - Concrete Coloring & Top Coat.
Add/Deduct $_____

Alternate No. 1C - Site Concrete Upgrades - Steel Rails.
Add/Deduct $_____

Alternate No. 2 - Parking Lot Extension (Asphalt).
Add/Deduct $_____

Alternate No. 3A - Concrete Parking Lot.
Add/Deduct $_____

Alternate No. 3B - Concrete Parking Lot.
Add/Deduct $_____

Alternate No. 4 - Plaza - Grading, Concrete, Lighting.
Add/Deduct $_____

Alternate No. 5A - Interior Upgrades - Prefunction and Activity Room.
Add/Deduct $ 43,000 -

Alternate No. 5B - Interior Upgrades - Meeting Rooms Ceiling.
Add/Deduct $ 5,000 -

— supply & Install Included

Alternate No. 6A - Food Service Upgrades - Mobile Prep Carts.
Add/Deduct $_____

Alternate No. 6B - Food Service Upgrades - Heating Cabinets.
Add/Deduct $_____

Alternate No. 7 - Honeywell HBS (Fargo Office Branch).
Add/Deduct $_____

Alternate No. 7 - Distech Controls (Climate Control, Fargo, ND).
Add/Deduct $_____

Alternate No. 7 - Wir3d Electric.
Add/Deduct $_____

Alternate No. 7 - Siemens Industry Inc. Apogee. (G&R Controls, Fargo, ND).
Add/Deduct $_____

Alternate No. 7 - Siemens Talon / JCI Explorer / Distech EC-NET 4 (Direct Digital Control, Fargo, ND).
Add/Deduct $_____

Alternate No. 7 - Trane.
Add/Deduct $_____

UNIT PRICES: See 01 2200 - Unit Prices for Descriptions

Unit Price No. 1 - Class 5 - Bid Package 31.
UP-1 $_____ per Cubic Yard.

Unit Price No. 2 - Clay - Bid Package 31.
UP-2 $_____ per Cubic Yard.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 days after the scheduled closing time for receiving bids.

Upon receipt of written notice of acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a surety bond or bonds as required by the specifications.

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Respectfully submitted,

By _____
(signature)

Title President

Business Address 2301 16th Ave. S.

(SEAL if bid is by a Corporation) Moorhead, MN 56560

Telephone No. 218-236-9222

E-Mail mark@far-moor.com

END OF SECTION

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09 2116 - Gypsum Board Assemblies
09 3000 - Tiling
09 5100 - Acoustical Ceilings
09 5422 - Recycled Polyester Felt Ceilings
09 6500 - Resilient Flooring
09 6813 - Tile Carpeting
09 7200 - Wall Coverings
09 8430 - Sound-Absorbing Wall and Ceiling Units
09 9000 - Painting and Coating

DIVISION 10 -- SPECIALTIES

10 1100 - Visual Display Units
10 1400 - Signage
10 1419 - Dimensional Letter Signage
10 1453 - Site Traffic Signs
10 2113.19 - Plastic Toilet Compartments
10 2239 - Folding Panel Partitions
10 2600 - Wall and Door Protection
10 2800 - Toilet and Bath Accessories
10 4400 - Fire Protection Specialties
10 7500 - Flagpoles

DIVISION 11 -- EQUIPMENT

11 4000 - Foodservice Equipment
11 5213 - Projection Screens

DIVISION 12 -- FURNISHINGS

12 2400 - Window Shades
12 3600 - Countertops

DIVISION 13 -- SPECIAL CONSTRUCTION

DIVISION 14 -- CONVEYING EQUIPMENT

DIVISION 21 -- FIRE SUPPRESSION

21 0100 - Fire Protection General Requirements
21 0150 - Fire Protection Materials & Methods
21 0500 - Common Work Results for Fire Suppression
21 0523 - General-Duty Valves for Water-Based Fire-Suppression Piping
21 0553 - Identification for Fire Suppression Piping and Equipment
21 1300 - Fire-Suppression Sprinkler Systems

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DIVISION 22 -- PLUMBING

22 0100 - Plumbing General Requirements
22 0150 - Plumbing & Piping Materials & Methods
22 0513 - Common Motor Requirements for Plumbing Equipment
22 0519 - Meters and Gauges for Plumbing Piping
22 0523 - General-Duty Valves for Plumbing Piping
22 0553 - Identification for Plumbing Piping and Equipment
22 0719 - Plumbing Piping Insulation
22 1005 - Plumbing Piping
22 1006 - Plumbing Piping Specialties
22 3000 - Plumbing Equipment
22 4000 - Plumbing Fixtures

DIVISION 23 -- HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)

23 0100 - Mechanical General Requirements
23 0150 - Mechanical Materials & Methods
23 0513 - Common Motor Requirements for HVAC Equipment
23 0519 - Meters and Gauges for HVAC Piping
23 0523 - General-Duty Valves for HVAC Piping
23 0553 - Identification for HVAC Piping and Equipment
23 0593 - Testing, Adjusting, and Balancing for HVAC
23 0713 - Duct Insulation
23 0716 - HVAC Equipment Insulation
23 0719 - HVAC Piping Insulation
23 0800 - Commissioning of HVAC
23 0913 - Instruments and Control Elements
23 0923 - Direct-Digital Control System for HVAC
23 1123 - Facility Natural-Gas Piping
23 2113 - Hydronic Piping
23 2114 - Hydronic Specialties
23 2123 - Hydronic Pumps
23 2300 - Refrigerant Piping
23 2500 - HVAC Water Treatment
23 3100 - HVAC Ducts and Casings
23 3300 - Air Duct Accessories
23 3319 - Duct Silencers
23 3423 - HVAC Power Ventilators and Exhaust Systems
23 3600 - Air Terminal Units
23 3700 - Air Outlets and Inlets
23 3813 - Commercial-Kitchen Hoods
23 5216 - Condensing Boilers

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23 6213 - Packaged Air-Cooled Refrigerant Compressor and Condenser Units
23 7313 - Modular Indoor Central-Station Air-Handling Units
23 7433 - Dedicated Outdoor Air Units
23 8126.13 - Small-Capacity Split-System Air Conditioners
23 8200 - Convection Heating and Cooling Units
23 8300 - Radiant Heating and Cooling Units

DIVISION 25 -- INTEGRATED AUTOMATION

DIVISION 26 -- ELECTRICAL

26 0000 - Electrical General Requirements
26 0100 - Electrical Systems Close Out Documentation
26 0500 - Common Work
26 0519 - Low-Voltage Electrical Power Conductors and Cables
26 0526 - Grounding and Bonding for Electrical Systems
26 0533.13 - Conduit for Electrical Systems
26 0533.16 - Boxes for Electrical Systems
26 0553 - Identification for Electrical Systems
26 0560 - Underground Work for Electrical Systems
26 0923 - Lighting Control Devices
26 2100 - Low-Voltage Electrical Service Entrance
26 2416 - Panelboards
26 2726 - Wiring Devices
26 2813 - Fuses
26 2816.16 - Enclosed Switches
26 2913 - Enclosed Controllers
26 3213 - Engine Generators
26 3600 - Transfer Switches
26 4300 - Surge Protective Devices
26 5100 - Interior Lighting
26 5600 - Exterior Lighting

DIVISION 27 -- COMMUNICATIONS

27 0000 - Structured Cabling General Requirements
27 0100 - Structured Cabling Close Out Documentation
27 0500 - Common Work Results for Structured Cabling
27 0528 - Pathways for Communication Systems
27 1000 - Structured Cabling

DIVISION 28 -- ELECTRONIC SAFETY AND SECURITY

28 0000 - Electronic Safety and Security General Requirements
28 0100 - Electronic Safety and Security Systems Close Out Documentation
28 0500 - Common Work Results for Electronic Safety and Security Systems.
28 3113 - Fire Alarm and Detection Systems

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DIVISION 31 -- EARTHWORK

31 0000 - Site Clearing

31 2200 - Site Grading

31 2316 - Building Excavation

31 2317 - Site Excavation

31 2318 - Site Trenching

31 2333 - Building Fill

31 2324 - Site Fill

DIVISION 32 -- EXTERIOR IMPROVEMENTS

32 0519 - Site Geotextile

32 1123 - Site Aggregate Courses

32 1216 - Site As

32 1313 - Site Concrete Pavement

32 1723 - Site Painted Pavement Markings

32 3123 - Plastic Fences and Gates

DIVISION 33 -- UTILITIES

33 0111 - Site Disinfection of Water Systems

33 0513 - Site Manholes and Structures

33 3113 - Site Sanitary Gravity Piping

33 4100 - Subdrainage

33 4116 - Site Subdrainage Piping

33 4211 - Site Stormwater Gravity Piping

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9E

Contractor Name Fac-Moor Acoustics & Floors, LLC

ATTACHMENT A

RESPONSIBLE CONTRACTOR AND CERTIFICATION OF COMPLIANCE

PROJECT TITLE:

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

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

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

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

3. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order.

4. The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office.

5. The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification.

6. The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and

7. All subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

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

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

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

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

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

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

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

CERTIFICATION

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

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

Authorized Signature of Owner or Officer:	**Printed Name:** Mark Sontag
Title: President	**Date:** 2/25/26
Company Name: Far-Moor Acoustics & Floors, LLC	

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ATTACHMENT A-1

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

PROJECT TITLE:

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

First-Tier Subcontractor Names (Legal name of company as registered with the Secretary of State)	**Name of city where company home office is located**
Adelman's Floor Covering, LLC	Fargo, ND

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AIA® Document A312™ – 2010

Performance Bond

Bond Number: 533776Q

CONTRACTOR:
(Name, legal status and address)
Far-Moor Acoustics & Floors, LLC
2301 16th Ave. S.
Moorhead, MN 56560

SURETY:
(Name, legal status and principal place of business)
Ohio Farmers Insurance Company
P. O. Box 5001
Westfield Center, OH 44251-5001

OWNER:
(Name, legal status and address)
City of Dilworth
2 - 1st Avenue SE
Dilworth, MN 56529

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.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT
Date:

Amount: Two Hundred Fifty-one Thousand Five Hundred Twenty-seven & 00/100 ($251,527.00)

Description: Dilworth Community Center - Bid Package 9E, Acoustical
(Name and location) Dilworth, MN

BOND
Date: May 4, 2026
(Not earlier than Construction Contract Date)

Amount: Two Hundred Fifty-one Thousand Five Hundred Twenty-seven & 00/100 ($251,527.00)

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Far-Moor Acoustics & Floors, LLC

Signature:
Name Mark Sontag
and Title: President

SURETY
Company: *(Corporate Seal)*
Ohio Farmers Insurance Company

Signature:
Name Rebecca J. Hecker
and Title: Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Marsh McLennan Agency
505 N Broadway, Suite 100
Fargo, ND 58102

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)
Zerr Berg Architects
510 4th Avenue North
Fargo, ND 58102

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

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§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:	N/A	Signature:	N/A
Name and Title:		Name and Title:	
Address		Address	

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.

Docusign Envelope ID: 044054CC-A084-82A2-83DF-EF0D38098004

AIA® Document A312™ – 2010

Payment Bond

Bond Number: 533776Q

CONTRACTOR:
(Name, legal status and address)
Far-Moor Acoustics & Floors, LLC
2301 16th Ave. S.
Moorhead, MN 56560

SURETY:
(Name, legal status and principal place of business)
Ohio Farmers Insurance Company
P. O. Box 5001
Westfield Center, OH 44251-5001

OWNER:
(Name, legal status and address)
City of Dilworth
2 - 1st Avenue SE
Dilworth, MN 56529

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.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT
Date:

Amount: Two Hundred Fifty-one Thousand Five Hundred Twenty-seven & 00/100 ($251,527.00)

Description: Dilworth Community Center - Bid Package 9E, Acoustical
(Name and location) Dilworth, MN

BOND
Date: May 4, 2026
(Not earlier than Construction Contract Date)

Amount: Two Hundred Fifty-one Thousand Five Hundred Twenty-seven & 00/100 ($251,527.00)

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Far-Moor Acoustics & Floors, LLC
Signature:
Name Mark Sontag
and Title: President

SURETY
Company: *(Corporate Seal)*
Ohio Farmers Insurance Company
Signature:
Name Rebecca J. Hecker
and Title: Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Marsh McLennan Agency
505 N Broadway, Suite 100
Fargo, ND 58102

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)
Zerr Berg Architects
510 4th Avenue North
Fargo, ND 58102

Docusign Envelope ID: 044054CC-A084-82A2-83DF-EF0D38098004

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

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§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

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§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:	N/A	Signature:	N/A
Name and Title:		Name and Title:	
Address		Address	

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

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ACKNOWLEDGMENT OF PRINCIPAL (CORPORATION)

State of Minnesota)
County of Clay)

On this 5TH day of May 20 26, before me personally appeared Mark Sontag known to be the President of the corporation that is described in and that he or she executed the within instrument, and acknowledged to me that such corporation executed the same.

Debra L. Primus
Notary Public
Minnesota
My Commission Expires 01/31/2029

ACKNOWLEDGMENT OF PRINCIPAL (INDIVIDUAL OR PARTNERSHIP)

State of _____)
County of _____)

On this _____ day of _____ 20 26, before me personally Appeared _____ known to be the person described in and who executed the within instrument, and acknowledged to me that he/she executed the same.

ACKNOWLEDGMENT OF SURETY

State of North Dakota)
County of Cass)

On this 4th day of May 20 26, before me personally appeared Rebecca J. Hecker known to be the person who is described in and whose name is subscribed to the within instrument as Attorney in Fact of Ohio Farmers Insurance Company and acknowledged to me that he or she subscribed the name of Ohio Farmers Insurance Company thereto as surety and his or her own name as Attorney in Fact.

JILL GRAVELINE
Notary Public
State of North Dakota
My Commission Expires January 28, 2027

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BEARING THIS SAME POWER # AND ISSUED PRIOR TO 07/24/24, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney

CERTIFIED COPY

POWER NO. **3371102 01**

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

DANIEL M. ARMBRUST, REBECCA J. HECKER, BRIDGET K. NITZ, BRAEDEN P. NELSON, PATTI HUBER, JENNIFER RUDNICKI, JOSIE WING, JOINTLY OR SEVERALLY

of **FARGO** and State of **ND** 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 **24th** day of **JULY** A.D., **2024** .

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 **24th** day of **JULY** A.D., **2024** , 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 4th day of May A.D., 2026 .

Frank A. Carrino, *Secretary*

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/1/2026

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 Bell Insurance PO Box 1470 Fargo ND 58107	**CONTACT NAME:** Cinder Jaycox **PHONE (A/C, No, Ext):** 701-237-6414 **FAX (A/C, No):** 701-239-0009 **E-MAIL ADDRESS:** cjaycox@bell.insurance
	INSURER(S) AFFORDING COVERAGE — **NAIC #** **INSURER A :** Secura Insurance Companies — 22543
INSURED FAR-ACO-01 Far-Moor Acoustics & Floors, LLC 2301 16th Ave S Moorhead MN 56560	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1307515328 **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	
A	X **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	TC3388367	5/14/2025	5/14/2026	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 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			A3388368	5/14/2025	5/14/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED X RETENTION $ 10,000			CU3388370	5/14/2025	5/14/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			WC3388369	5/14/2025	5/14/2026	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
A	Installation Floater			TC3388367	5/14/2025	5/14/2026	Installation Limit	$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project No. 25-011 Dilworth Community Center

City of Dilworth, Gehrtz Construction Services and Zerr Berg Architects, Inc. are named as additional insured regarding General Liability

CERTIFICATE HOLDER

Gehrtz Construction Services
510 4th Ave N
Fargo ND 58102

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

Annette Ambuehl

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED WRAP

This Endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART
BUSINESSOWNERS LIABILITY COVERAGE PART

With respect to coverage provided by this Endorsement, the provisions of the Coverage Part apply unless modified by this Endorsement.

A. Additional Insured When Required By Written Agreement

1. Operations Performed For An Additional Insured

WHO IS AN INSURED is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in a written agreement prior to a loss, that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this provision ends at the earlier of when your operations for that additional insured are completed; or the end of the policy period.

2. Limitations

The Operations Performed For An Additional Insured coverage is limited as follows:

a. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

b. This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

c. The Limits of Insurance applicable to the additional insured are those specified in the written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations. If other insurance available to you and written by us is applicable to this additional insured, the maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit under any one coverage form or policy providing coverage on either a primary or excess basis.

d. This insurance does not apply if the person or organization required to be added as an additional insured is specifically named as an additional insured under any other provision of, or endorsement added to this policy.

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B. Additional Insured When Required By Written Agreement – Completed Operations

1. Additional Insured – Completed Operations

WHO IS AN INSURED is amended to include as an additional insured any person or organization, when you and such person or organization have agreed in a written agreement prior to a loss, that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

2. Limitations

The Additional Insured - Completed Operations coverage is limited as follows:

a. This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

b. A person or organization's status as an insured under Additional Insured - Completed Operations continues only for the period of time required by the written agreement. If no time period is required by the written agreement; a person or organization's status as an additional insured under this endorsement will not apply beyond the applicable statute of repose.

c. The insurance as provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.

d. The Limits of Insurance applicable to the additional insured are those specified in the written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations. If other insurance available to you and written by us is applicable to this additional insured, the maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit under any one coverage form or policy providing coverage on either a primary or excess basis.

e. The coverage provided to the additional insured by this endorsement and by paragraph f. of the definition of "insured contract" under DEFINITIONS do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written agreement.

f. This insurance does not apply if the person or organization required to be added as an additional insured is specifically named as an additional insured under any other provision of, or endorsement added to this policy.

C. Primary And Noncontributory

As respects the coverage provided under this endorsement, the Other Insurance Condition is amended as follows:

The paragraph regarding Excess Insurance is deleted and replaced with the following:

Excess Insurance

This insurance is excess over any other insurance available to the additional insured whether primary, excess, contingent or on any other basis unless the written agreement described in A. and B. above specifically requires that this insurance be either primary or primary and noncontributory. Then this insurance is primary and not contributing with any insurance available to the additional insured which covers that person or organization as a named insured.

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D. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

As respects the coverage provided under this endorsement, the Transfer Of Rights Of Recovery Against Others To Us Condition is amended by adding the following:

We waive any right to recover all or part of any payment we have made under this Coverage Part arising out of your ongoing operations or "your work" done under a written agreement requiring such waiver with that person or organization. However, our rights may only be waived prior to the "occurrence" for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

E. Amendment – Aggregate Limits Of Insurance (Per Project)

Under LIMITS OF INSURANCE shown on the Declarations, the General Aggregate Limit applies separately to each of your projects away from the premises owned by you or rented to you. This extension does not apply to the "products-completed operations hazard".

F. Additional Condition

The following condition is added:

Additional Insured Duty To Notify

The additional insured described in A. or B. above must give written notice of loss, including a demand for defense and indemnity, to any other insurer which covers the additional insured for the loss we cover under this endorsement. Such notice must demand full coverage available and the additional insured shall not waive or limit such other available coverage after the loss occurs.

This additional condition does not apply to the insurance available to the additional insured which covers that person or organization as a named insured.

All other terms and conditions of this policy not in conflict with the terms and conditions of this Endorsement shall continue to apply.

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

FAR-MOOR ACOUSTICS & FLOORS, LLC

2 Business name/disregarded entity name, if different from above

DBA FLAMENT-ULMAN

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

2301 16TH AVENUE SOUTH

Requester's name and address (optional)

6 City, state, and ZIP code

MOORHEAD, MN 56560

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	2	–	5	0	5	5	9	0	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 1-15-20

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Docusign Envelope ID: 72F2F63D-6AD7-8B8C-81AF-2D7F14AC6805

AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

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.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

AGREEMENT made as of the Twenty-fifth day of March in the year Two Thousand Twenty-six
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Dilworth
PO Box 187
Dilworth, MN 56529

and the Contractor:
(Name, legal status, address, and other information)

Security Trading CO INC dba STC Flooring, Inc.
2512 West Main Ave
West Fargo, ND 58078

for the following Project:
(Name, location, and detailed description)

Dilworth Community Center
Dilworth, MN

Project No. 25-011

The Construction Manager:
(Name, legal status, address, and other information)

Gehrtz Construction Services, Inc.
510 4th Ave N
Fargo, ND 58102

The Architect:
(Name, legal status, address, and other information)

Zerr Berg Architects, Inc.
510 4th Ave N
Fargo, North Dakota 58102-4821

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The Owner and Contractor agree as follows.
(Paragraph Deleted)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

(Paragraphs Deleted)

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

Bid Package – 9G Resilient Flooring &
Carpeting

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[X] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

(Paragraph Deleted)

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:
(Check one of the following boxes and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[X] By the following date: September 1, 2027

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete

(Paragraph Deleted)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

[X] Stipulated Sum, in accordance with Section 4.2 below

[ ] Cost of the Work plus the Contractor's Fee, in accordance with Section 4.3 below

[ ] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below.)

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§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be Twenty-five Thousand Four Hundred Thirty-four Dollars and Zero Cents ($ 25,434.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Paragraph Deleted)

Item	Price	Conditions for Acceptance

§ 4.2.3 Allowances, if any, included in the Contract Sum:

(Paragraph Deleted)

Item	Price

§ 4.2.4 Unit prices, if any:

(Paragraph Deleted)

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price
(Paragraph Deleted)

–
N/A

(Paragraphs Deleted)

(Table Deleted)

(Paragraph Deleted)

§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price
(Paragraph Deleted)

–
N/A

(Paragraphs Deleted)

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/
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(Paragraphs Deleted)

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(Paragraphs Deleted)

(Table Deleted)

(Paragraphs Deleted)

(Table Deleted)

(Paragraphs Deleted)

§ 4.5 Liquidated damages, if any:

(Paragraph Deleted)

None

§ 4.6 Other:

(Paragraph Deleted)

None

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the twenty-fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the thirtieth day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall be made by the Owner not later than sixty-five (65) days after the Construction Manager receives the Application for Payment.

(Paragraph Deleted)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported

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by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price

(Paragraph Deleted)

N/A

(Paragraphs Deleted)

§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price

(Paragraph Deleted)

N/A

(Paragraphs Deleted)

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Paragraph Deleted)

5%

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§ 5.1.7.1.1 The following items are not subject to retainage:

(Paragraph Deleted)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(Paragraph Deleted)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, when the Work of this Contract is substantially complete, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted when the Work of this Contract is substantially complete shall not include retainage as follows:

(Paragraph Deleted)

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

See **§ 5.1.3**

§ 5.2.1.3 Submit final paperwork:

1. Two sets of O & M manuals for the Owner's file as applicable
2. One set of As-Builts for the Owner's file as applicable
3. Warranties as applicable
4. Final lien waiver
5. AIA Form G734 – Certificate of Substantial Completion
6. AIA Form G706 – Contractor Affidavit of Payment of Debt & Claims
7. AIA Form G706A – Contractor's Affidavit of Release of Liens
8. AIA Form G707 – Consent of Surety to Final Payments
9.

§ 5.2.2 Final Payment Where the Contract Sum if Based on the Cost of the Work with or without a Guaranteed Maximum Price

(Paragraphs Deleted)

N/A

(Paragraphs Deleted)

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ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(Paragraph Deleted)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Article 15 of AIA Document A232–2019.

[X] Litigation in a court of competent jurisdiction.

(Paragraph Deleted)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor a termination fee as follows:

(Paragraph Deleted)

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price – N/A

(Paragraphs Deleted)

§ 7.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A232–2019, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Section 4.3.2 or 4.4.2, as applicable, of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Paragraph Deleted)

Peyton Mastera
PO Box 187

Init.
/

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Dilworth, MN 56529

§ 8.3 The Contractor's representative:

(Paragraph Deleted)

Alex Schaleben
STC Flooring, West Fargo, ND

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, Insurance and Bonds, and elsewhere in the Contract Documents.

Certificate of Insurance – list Owner, Architect, and Construction Manager as additional insureds (does not apply to supplier only contracts). See General Conditions & Supplementary Conditions for limits. Worker's Compensation in state of project (does not apply to supplier only contracts).

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A132™–2019 and elsewhere in the Contract Documents.

Performance & Payment Bond – contract amount (does not apply to supplier only contracts)

(Paragraph Deleted)

§ 8.7 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

§ 8.8 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

(Paragraphs Deleted)

.2 Drawings

Number	Title	Date
Exhibit 1		

.3 Specifications

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/

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Section	Title	Date	Pages
Exhibit 2			

.4 Addenda, if any:

Number	Date	Pages
A	2.13.26	34
B	2.18.26	65
C	2.20.26	7

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.5 Other Exhibits:

(Paragraph Deleted)

[X] Bid Form

(Paragraphs Deleted)

(Table Deleted)

(Table Deleted)

(Paragraphs Deleted)

This Agreement is entered into as of the day and year first written above.

DocuSigned by:
990D7A5685584A8...

OWNER *(Signature)*

Peyton Mastera, City Administrator
(Printed name and title)

Alex Schaleben

CONTRACTOR *(Signature)*

Alex Schaleben - Project Manager
(Printed name and title)

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SECTION 00 4100
BID FORM

PROJECT:

City of Dilworth
Dilworth Community Center
Dilworth, Minnesota

DATE: THURSDAY, FEBRUARY 26, 2026

Proposal of Security Trading Company, hereinafter called the bidder, a

North Dakota corporation / partnership / an individual, doing business as
(State) (strike out inapplicable terms)

STC Flooring to City of Dilworth, hereinafter called the Owner.

TO THE OWNER:

The bidder in compliance with the Advertisement for Bids for the construction of Dilworth Community Center having examined the plans and specifications with related documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies and to construct the project in accordance with the contract documents within the time set forth therein and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date noted in the Project Construction Schedule included in these specifications and to fully complete the project in the time allotted by this same schedule.

Bidder acknowledges receipt of the following addenda: A,B,C.

Bidder acknowledges the review of Section 00 0150 Bid Packages Scope of Work: AS (initial).

BASE PROPOSAL:

Bidder agrees to perform all of the Construction Work described in the specifications and shown on the plans for the following Bid Package(s) for the sum of money as noted following each Bid Package: (Contractors are required to submit individual bids for each Bid Package. Bidders are allowed to submit combined bids as well.)
Bidder shall include under Base Bid all pertinent allowances described for specific Bid Packages under Section 01 2100 - Allowances.

BID PACKAGE

Number/Name	Amount of Bid
# 9G Flooring	$ 25,434.00
# 9C Tile	$ 61,934.00
#	$
#	$

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ALTERNATE PROPOSALS: See 01 2300 - Alternates for Descriptions

Alternate No. 1A - Site Concrete Upgrades - Enhanced Concrete Finish.
Add/Deduct $_____

Alternate No. 1B - Site Concrete Upgrades - Concrete Coloring & Top Coat.
Add/Deduct $_____

Alternate No. 1C - Site Concrete Upgrades - Steel Rails.
Add/Deduct $_____

Alternate No. 2 - Parking Lot Extension (Asphalt).
Add/Deduct $_____

Alternate No. 3A - Concrete Parking Lot.
Add/Deduct $_____

Alternate No. 3B - Concrete Parking Lot.
Add/Deduct $_____

Alternate No. 4 - Plaza - Grading, Concrete, Lighting.
Add/Deduct $_____

Alternate No. 5A - Interior Upgrades - Prefunction and Activity Room.
Add/Deduct $1100.00

Alternate No. 5B - Interior Upgrades - Meeting Rooms Ceiling.
Add/Deduct $_____

Alternate No. 6A - Food Service Upgrades - Mobile Prep Carts.
Add/Deduct $_____

Alternate No. 6B - Food Service Upgrades - Heating Cabinets.
Add/Deduct $_____

Alternate No. 7 - Honeywell HBS (Fargo Office Branch).
Add/Deduct $_____

Alternate No. 7 - Distech Controls (Climate Control, Fargo, ND).
Add/Deduct $_____

Alternate No. 7 - Wir3d Electric.
Add/Deduct $_____

Alternate No. 7 - Siemens Industry Inc. Apogee. (G&R Controls, Fargo, ND).
Add/Deduct $_____

Alternate No. 7 - Siemens Talon / JCI Explorer / Distech EC-NET 4 (Direct Digital Control, Fargo, ND).
Add/Deduct $_____

Alternate No. 7 - Trane.
Add/Deduct $_____

UNIT PRICES: See 01 2200 - Unit Prices for Descriptions

Unit Price No. 1 - Class 5 - Bid Package 31.
UP-1 $_____ per Cubic Yard.

Unit Price No. 2 - Clay - Bid Package 31.
UP-2 $_____ per Cubic Yard.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 days after the scheduled closing time for receiving bids.

Upon receipt of written notice of acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a surety bond or bonds as required by the specifications.

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Respectfully submitted,

By Alex Schaleben
(signature)

Title Project Manager

Business Address 2512 W Main Ave West Fargo, ND 58078

(SEAL if bid is by a Corporation) _____

Telephone No. 701-361-6983

E-Mail alex@stcflooring.net

END OF SECTION

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SHEET INDEX

GENERAL

G0.01 COVER SHEET
G0.02 REFERENCE SHEET
G0.03 CODE PLANS

CIVIL

V1.00 EXISTING CONDITIONS
C1.00 SITE LAYOUT
C1.01 SITE PLAN - BASE BID (1 OF 2)
C1.02 SITE PLAN - BASE BID (2 OF 2)
C1.10 SITE TEMPORARY SEDIMENT CONTROL PLAN
C1.20 DEMOLITION PLAN
C1.30 SITE UTILITY PLAN
C1.40 SITE GRADING PLAN - NORTH
C1.41 SITE GRADING PLAN - SOUTH
C5.00 SITE CONCRETE JOINTING PLAN
C5.01 SITE DETAILS (1 OF 2)
C5.02 SITE DETAILS (2 OF 2)

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Contractor Name STC Flooring

ATTACHMENT A

RESPONSIBLE CONTRACTOR AND CERTIFICATION OF COMPLIANCE

PROJECT TITLE:

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

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

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

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

3. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order.

4. The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office.

5. The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification.

6. The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and

7. All subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

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

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

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

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

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

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

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

CERTIFICATION

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

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

Authorized Signature of Owner or Officer: Alex Schaleben	**Printed Name:** Alex Schaleben
Title: Project Manager	**Date:** 2/25/26
Company Name: STC Flooring	

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ATTACHMENT A-1

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

PROJECT TITLE:

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

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

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ATTACHMENT A-2

ADDITIONAL SUBCONTRACTOR LIST

(Prime Contractor to submit as subcontractors are added to the project)

PROJECT TITLE:

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

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

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

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-2

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

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

Authorized Signature of Owner or Officer: Alex Schaleben	**Printed Name:** Alex Schaleben
Title: Project Manager	**Date:** 2/25/26
Company Name: STC Flooring	

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PAYMENT BOND

Western National Mutual Insurance Company

Edina MN 55435

Bond No.: 80632

CONTRACTOR:
(Name, legal status and address)
Security Trading CO INC dba STC Flooring INC.
2512 West Main AVE
West Fargo, ND 58078

SURETY:
(Name, legal status and principal place of business)
Western National Mutual Insurance Company
4700 West 77th Street
Edina MN 55435

OWNER:
(Name, legal status and address)
City of Dilworth
PO BOX 187
Dilworth, MN 56529

CONSTRUCTION CONTRACT
Date: 4/20/2026
Amount:
Description:
(Name and location)
25-011 Dilworth Community Center
Dilworth, MN 56529

BOND
Date: 4/20/2026
(Not earlier than Construction Contract Date)
Amount: $25,434.00
Modifications to this Bond: ☐ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Security Trading CO INC dba STC Flooring INC.
Signature:
Name and Title: Lee Schalcben, President

SURETY Western National Mutual Insurance Company
Company: *(Corporate Seal)*
Signature: Brandee Keller
Name and Title: Brandee Keller Attorney-in-fact

WESTERN NATIONAL MUTUAL INSURANCE CORPORATE SEAL MINNESOTA

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Bremer Insurance Agency
Matthew Baker 218-234-6333
8555 Eagle Point BLVD Suite 210
Lake Elmo, MN 55042

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment

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furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

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§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

.1 the name of the Claimant;
.2 the name of the person for whom the labor was done, or materials or equipment furnished;
.3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
.4 a brief description of the labor, materials or equipment furnished;
.5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
.6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
.7 the total amount of previous payments received by the Claimant; and
.8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

Docusign Envelope ID: 72F2F63D-6AD7-8B8C-81AF-2D7F14AC6805

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY Western National Mutual Insurance Company	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title: Lee Schaleben, President		Name and Title:	
Address: 2512 Main Ave W West Fargo, ND 58078		Address:	

Docusign Envelope ID: 72F2F63D-6AD7-8B8C-81AF-2D7F14AC6805

WESTERN NATIONAL
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: Tina Anderson, Ben Barvels, Lindsay Dahlin, Deb Galt, Brandee Keller, Carrie Plumlee, Lisa Sack, Kyle Borchert, Michelle Benson, Nelma Ali, Noah Jensen Erika Quinones, Michele Worden, Teresa Alfred, Mindy Clafton, Amber Benike Bremer Insurance (#106, #321, & #216)

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 Seven Million Five Hundred Thousand and 00/100 Dollars ($7,500,000.00) 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 5th day of December, 2023.

WESTERN NATIONAL MUTUAL INSURANCE CORPORATE SEAL MINNESOTA

Jennifer A. Young, Secretary

Mark S. Hewitt, Vice President, Surety

STATE OF MINNESOTA, COUNTY OF HENNEPIN

On this 5th day of December, 2023, personally came before me, Jennifer A. Young 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.

DEENA ANJALI ENTRIKIN
NOTARY PUBLIC
MINNESOTA
My Commission Expires 1/31/2029

Deena Anjali Entrikin, Notary Public
My commission expires January 31, 2029

CERTIFICATE

I, the undersigned, 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.

WESTERN NATIONAL MUTUAL INSURANCE CORPORATE SEAL MINNESOTA

Signed and sealed at the City of Edina, MN this ____day of_____, _____

Jennifer A. Young, Secretary

Docusign Envelope ID: 72F2F63D-6AD7-8B8C-81AF-2D7F14AC6805

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

STATE OF _____

COUNTY OF _____ ss.:

On this _____ day of _____ in the year 20_____ , before me

personally come(s) _____
to me known and known to me to be the person(s) who (is) (are) described in and who executed the foregoing instrument and acknowledge(s) to me that he executed the same.

_____
NOTARY PUBLIC

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

STATE OF _____ ss.:

COUNTY OF _____

On this _____ day of _____ in the year 20 _____ , before me

personally come(s) _____

a member of the co-partnership of _____
to me known and known to me to be the person who is described in and who executed the foregoing instrument, and acknowledges to me that he executed the same as and for the act and deed of the said co-partnership.

_____
NOTARY PUBLIC

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

STATE OF North Dakota ss.:

COUNTY OF Cass

On this 6th day of May in the year 2026 , before me

personally come(s) Lee Schaleben
to me known, who, being by me duly sworn, deposes and says that he resides in the City of Fargo
that he is the President of STC Flooring
the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

WILLIAM LAVELLE
Notary Public
State of North Dakota
My Commission Expires August 29, 2028

William Lavelle
NOTARY PUBLIC

ACKNOWLEDGMENT OF SURETY

STATE OF North Dakota ss.:

COUNTY OF Ward

On this 5th day of May in the year 2026 , before me
personally come(s) Brandee Keller
Attorney-in-Fact of Western National Mutual Insurance Company with whom I am personally acquainted, and who, being by me duly sworn, says that (s)he resides in Minot
that (s)he is the Attorney-in-Fact of Western National Mutual Insurance Company the company described in and which executed the within instrument; that (s)he knows 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 (s)he signed said instrument as Attorney-in-Fact of the said Company by like order.

KAREN GATES
Notary Public
State of North Dakota
My Commission Expires 12-26-2027

Karen Gates
NOTARY PUBLIC

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PERFORMANCE BOND

Western National Mutual Insurance Company
Edina MN 55435

Bond No.: 80632

CONTRACTOR:
(Name, legal status and address)
Security Trading CO INC dba STC Flooring, INC.
2512 West Main AVE
West Fargo, ND 58078

SURETY:
(Name, legal status and principal place of business)
Western National Mutual Insurance Company
4700 West 77th Street
Edina MN 55435

OWNER:
(Name, legal status and address)
City of Dilworth
PO BOX 187
Dilworth, MN 56529

CONSTRUCTION CONTRACT
Date: 4/20/2026
Amount:
Description:
(Name and location)
25-011 Dilworth Community Center
Dilworth MN 56529

BOND
Date: 4/20/2026
(Not earlier than Construction Contract Date)

Amount: $25,434.00
Modifications to this Bond: ☐ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Security Trading CO INC dba STC Flooring, INC.

Signature: _____
Name and Title: Lee Schaleben, President

SURETY Western National Mutual Insurance Company
Company: *(Corporate Seal)*

Signature: Brandee Keller
Name and Title: Brandee Keller Attorney-in-fact

WESTERN NATIONAL MUTUAL INSURANCE CORPORATE SEAL MINNESOTA

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)
AGENT or BROKER:
Bremer Insurance Agency
Matthew Baker 218-234-6333
8555 Eagle Point BLVD Suite 210
Lake Elmo MN 55042

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the

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Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails

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to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY Western National Mutual Insurance Company	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title: Lee Schaleben, President		Name and Title:	
Address: 2512 Main Ave W West Fargo, ND 58078		Address:	

Docusign Envelope ID: 72F2F63D-6AD7-8B8C-81AF-2D7F14AC6805

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: Tina Anderson, Ben Barvels, Lindsay Dahlin, Deb Galt, Brandee Keller, Carrie Plumlee, Lisa Sack, Kyle Borchert, Michelle Benson, Nelma Ali, Noah Jensen Erika Quinones, Michele Worden, Teresa Alfred, Mindy Clafton, Amber Benike Bremer Insurance (#106, #321, & #216)
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 Seven Million Five Hundred Thousand and 00/100 Dollars ($7,500,000.00) 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 5th day of December, 2023.

WESTERN NATIONAL MUTUAL INSURANCE CORPORATE SEAL MINNESOTA

Jennifer A. Young, Secretary

Mark S. Hewitt, Vice President, Surety

STATE OF MINNESOTA, COUNTY OF HENNEPIN

On this 5th day of December, 2023, personally came before me, Jennifer A. Young 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.

DEENA ANJALI ENTRIKIN
NOTARY PUBLIC
MINNESOTA
My Commission Expires 1/31/2029

Deena Anjali Entrikin, Notary Public
My commission expires January 31, 2029

CERTIFICATE

I, the undersigned, 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.

WESTERN NATIONAL MUTUAL INSURANCE CORPORATE SEAL MINNESOTA

Signed and sealed at the City of Edina, MN this ____day of_____, _____

Jennifer A. Young, Secretary

Docusign Envelope ID: 72F2F63D-6AD7-8B8C-81AF-2D7F14AC6805

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

STATE OF _____

COUNTY OF _____ ss.:

On this _____ day of _____ in the year 20_____ , before me

personally come(s) _____
to me known and known to me to be the person(s) who (is) (are) described in and who executed the foregoing instrument and acknowledge(s) to me that he executed the same.

_____
NOTARY PUBLIC

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

STATE OF _____ ss.:

COUNTY OF _____

On this _____ day of _____ in the year 20 _____ , before me

personally come(s) _____

a member of the co-partnership of _____
to me known and known to me to be the person who is described in and who executed the foregoing instrument, and acknowledges to me that he executed the same as and for the act and deed of the said co-partnership.

_____
NOTARY PUBLIC

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

STATE OF North Dakota ss.:

COUNTY OF Cass

On this 6th day of May in the year 2026 , before me

personally come(s) Lee Schaleben
to me known, who, being by me duly sworn, deposes and says that he resides in the City of Fargo
that he is the President of STC Flooring
the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the within instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

WILLIAM LAVELLE
Notary Public
State of North Dakota
My Commission Expires August 29, 2028

William Lavelle
NOTARY PUBLIC

ACKNOWLEDGMENT OF SURETY

STATE OF North Dakota ss.:

COUNTY OF Ward

On this 5th day of May in the year 2026 , before me
personally come(s) Brandee Keller
Attorney-in-Fact of Western National Mutual Insurance Company with whom I am personally acquainted, and who, being by me duly sworn, says that (s)he resides in Minot
that (s)he is the Attorney-in-Fact of Western National Mutual Insurance Company the company described in and which executed the within instrument; that (s)he knows 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 (s)he signed said instrument as Attorney-in-Fact of the said Company by like order.

KAREN GATES
Notary Public
State of North Dakota
My Commission Expires 12-26-2027

Karen Gates
NOTARY PUBLIC

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STCFLOO-01 BMKELLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/1/2026

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	CONTACT NAME:	
Bremer Insurance Agencies, Inc. 8555 Eagle Point Blvd Suite 210 Lake Elmo, MN 55042	PHONE (A/C, No, Ext): (888) 430-2760	FAX (A/C, No): (651) 450-5158
	E-MAIL ADDRESS: insprocessingmnwi@bremer.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : State Auto Mutual	25135
INSURED	INSURER B :	
Security Trading Co Inc. DBA STC Flooring Inc 2512 West Main Ave West Fargo, ND 58078	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **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	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR	X		10133614CP	6/29/2025	6/29/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER: General Aggregate Limit						ND Stop Gap	$ 1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS			10134445CA	6/29/2025	6/29/2026	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE			10134447CU	6/29/2025	6/29/2026	AGGREGATE	$
	DED X RETENTION $ 10,000						Commercial Umbr	$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Errors & Omissions			10133614CP	6/29/2025	6/29/2026	Aggregate	500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: 25-011-Dilworth Community Center, Dilworth MN

Gehrtz Construction Services, INC, City of Dilworth and Zerr Berg Architects, INC are included as additional insured in respects to General Liability as required by written contract.

CERTIFICATE HOLDER

Gehrtz Construction Services
510 4th Avenue North
Fargo, ND 58102

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

Matthew Baker

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Docusign Envelope ID: 72F2F63D-6AD7-8B8C-81AF-2D7F14AC6805

WSI

North Dakota Workforce Safety & Insurance

Art Thompson
Director

Lee W. Schaleben
Security Trading Company Inc
STC Flooring
2512 Main Ave W
West Fargo ND 58078-1310

July 18, 2025

Account Information

Employer account number:	1284095
Issue date:	07/18/2025
Expiration date:	09/13/2026

Certificate of Payment

Reason For Notice

Workforce Safety & Insurance (WSI) certifies Security Trading Company Inc has North Dakota workers' compensation coverage from 07/01/2025 to 06/30/2026. Employees of Security Trading Company Inc are entitled to apply for WSI benefits.

Required Action

Employers must post this Certificate of Payment in a conspicuous manner at the workplace. A penalty of $250 may apply for failure to comply with this requirement. *See* North Dakota Century Code § 65-04-04.

Additional Information

Coverage under this certificate extends to employers for their North Dakota exposure. Limited coverage may be extended for temporary and/or incidental exposure outside of North Dakota.

WSI may revoke the Certificate of Payment for failure to make required premium payments.

For More Information

Contact customer service at 800-777-5033 or 701-328-3800 with questions.

Class	Classification Description
8015	**Furniture & Floor Covering Dealers**
8015X	**Officer/Owner or Family Member Coverage**

Sincerely,

Sarah F.

Sarah Feist
Chief of Employer Services

PL5

Docusign Envelope ID: 72F2F63D-6AD7-8B8C-81AF-2D7F14AC6805

WSI
North Dakota Workforce Safety & Insurance
Art Thompson
Director

Memorandum

To: To Whom it May Concern

From: Policyholder Services Department

Subject: Workforce Safety & Insurance Account Information

Workforce Safety & Insurance (WSI) policyholders are all equally insured with workers' compensation coverage. As a monopolistic state fund, WSI provides coverage without limits, other than the limits placed on individual benefits, such as the maximum weekly disability benefit.

As a state agency, WSI does not issue a policy. All provisions are stated in the form of statute or administrative rules. A Certificate of Payment evidencing the account's good standing status is issued upon receipt of payment.

All WSI accounts have an annual renewal date. Coverage does not cease on the renewal date, but continues without interruption until the account is closed

In the event of a significantly delinquent account, WSI will issue a formal notice of uninsured status.

WSI has the following provisions:

- WSI will not waive its rights of subrogation.
- WSI does not allow additional insureds to be listed on the account.
- WSI does not allow alternate employment endorsements.
- WSI's coverage does not include general or employers' liability insurance.

To verify if a business is in good standing with WSI, use the Employer Search tool at mywsi.workforcesafety.com. Contact customer service at 800-777-5033 or 701-328-3800 with questions.

Docusign Envelope ID: 72F2F63D-6AD7-8B8C-81AF-2D7F14AC6805

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Security Trading Co.

2 Business name/disregarded entity name, if different from above.

STC Flooring

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

2512 Main Ave W

6 City, state, and ZIP code

West Fargo, ND 58078

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

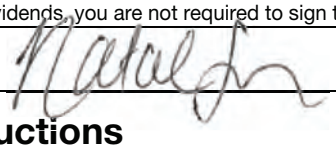
2	0	–	2	5	5	2	8	9	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person**  **Date** 1/13/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

AGENDA ITEM NO. 4.C

Receive and file resignation notice (Fire Department)

DESCRIPTION: Firefighter Joe Olson has submitted his resignation to Chief Payne.

SUGGESTED ACTION: Consent agenda approval

VOTING REQUIREMENT: Simple Majority of the Voting Quorum

SUBMITTED BY: Peyton Mastera, City Administrator

DEPARTMENT: Fire Department

ATTACHMENTS: N/A

AGENDA ITEM NO. 4.D

Authorize training requests (City Council)

DESCRIPTION: Authorize Vice Mayor Julie Nash and Council Member Dave Steichen to attend the League of Minnesota Cities annual conference in Rochester, MN, from June 24-27, 2025.

Anticipated cost, per person: $425 (registration) + $300-$500 (hotel) + mileage.

SUGGESTED ACTION: Consent agenda approval

VOTING REQUIREMENT: Simple Majority of the Voting Quorum

SUBMITTED BY: Angela Miller, Administrative Assistant

DEPARTMENT: City Hall

ATTACHMENTS: N/A

AGENDA ITEM NO. 4.F

Authorize the hiring of Dilworth pool staff for the 2026 Summer Season

DESCRIPTION: Staff is recommending the hire of the below individuals and their respective rates:

Director ($22/hour)
Ava Rodgers

Assistant Director ($19.00/hour)
Lailah Pickett

Lifeguards ($17.50/hour)
Wyatt Conklin
Eli Hanson

Lifeguards ($17/hour)
Jacob Luebke
Keena Pickett
Thomas Reno

New Lifeguard ($16/hour)
Mikaylah Denis

SUGGESTED ACTION: Consent agenda approval

VOTING REQUIREMENT: Simple Majority of the Voting Quorum

SUBMITTED BY: Becky Tigue, Deputy Clerk

DEPARTMENT: City Hall

ATTACHMENTS: N/A

AGENDA ITEM NO. 4.K

Receive and file resignation notice (Police Department)

DESCRIPTION: CSO Jevon Page has submitted his letter of resignation to the Police Department. His final day was May 6th.

SUGGESTED ACTION: Consent agenda approval

VOTING REQUIREMENT: Simple Majority of the Voting Quorum

SUBMITTED BY: Peyton Mastera, City Administrator

DEPARTMENT: Police Department

ATTACHMENTS: N/A

AGENDA ITEM NO. 4.L

Approve Jim White Live contract for Dilworth Loco Daze

DESCRIPTION: N/A

SUGGESTED ACTION: Consent agenda approval

VOTING REQUIREMENT: Simple Majority of the Voting Quorum

SUBMITTED BY: Peyton Mastera, City Administrator

DEPARTMENT: City Hall

ATTACHMENTS: Jim White Live - 2026 Loco Daze.pdf

INVOICE

Jim White live
5559 36th Ave. S.
Unit F
Fargo, ND 58104

BILL TO

Dilworth Loco days festival
PO Box 187
Dilworth, MN 56529
Attention: Peyton and Jim

INVOICE # 100
INVOICE DATE 05/05/2026

DESCRIPTION	AMOUNT
Live music	500.00
TOTAL	**$500.00**

L. Peyton Mastera

5-5-26

Thank you

TERMS & CONDITIONS

Payment is due prior to July 25 - 1 pm performance

Powered by Invoice Home

AGENDA ITEM NO. 4.M

Receive and file April 2026 Utility Report

DESCRIPTION: N/A

SUGGESTED ACTION: Consent agenda approval

VOTING REQUIREMENT: Simple Majority of the Voting Quorum

SUBMITTED BY: Jessica Malvin, Administrative Assistant

DEPARTMENT: City Hall

ATTACHMENTS: WSG Breakdown April 2026.pdf

WATER, SEWER AND GARBAGE BILLING

April 2026

Water	$ 73,900.30
Sewer-Waste Water	$ 87,443.37
Solid Waste	$ 57,447.64
Forestry	$ 4,198.73
Pest Control	$ 4,618.61
Forcemain to Moorhead	$ 12,578.20
Storm Water Fee	$ 12,908.70
Clean Water Act	$ 1,855.95
Miscellaneous	$
Penalty	$ 2,502.27
New Account Fee	$ 60.00
Recycling	$ 10,698.34
Overpayment	$
TOTAL	$ 268,212.11

Account Status at Billing Time

Current	$ 235,556.28
30 days	$ 25,131.71
60 days	$ 1,225.55
90 days	$ 300.84
120 days	$ 0.00

AGENDA ITEM NO. 4.N

Approve hire of part-time Deputy Clerk (City Hall)

DESCRIPTION: Deputy Clerk Becky Tigue's final day of employment with the City of Dilworth will be on Friday, May 29th. Following retirement, Becky has agreed to provide support to City Hall through July (approximately 20-hours/week) as the office will be short-staffed, filling vacation/lunch gaps, and training of a new administrative assistant.

Becky will be dropped to a part-time status for June and July, and we have agreed to keep her at her current rate of pay and for insurance coverage those two months.

SUGGESTED ACTION: Consent agenda approval

VOTING REQUIREMENT: Simple Majority of the Voting Quorum

SUBMITTED BY: Peyton Mastera, City Administrator

DEPARTMENT: City Hall

ATTACHMENTS: N/A

AGENDA ITEM NO. 4.O

Approve Chloe Ray contract for Dilworth Loco Daze

DESCRIPTION: N/A

SUGGESTED ACTION: Consent agenda approval

VOTING REQUIREMENT: Simple Majority of the Voting Quorum

SUBMITTED BY: Peyton Mastera, City Administrator

DEPARTMENT: City Hall

ATTACHMENTS: Chloe Ray - Entertainment Agreement Dilworth Loco Daze - 7.25.2026 (Approved)-1.pdf

Chloe Raye

thechloeraye.com

ENTERTAINMENT AGREEMENT

Chloe Raye LLC
management@thechloeraye.com
701-367-2941

Agreement with:
Dilworth Loco Daze
City of Dilworth
cityhall@cityofdilworth.gov
Dilworth, MN

Date Issued:
5/6/2026

Date of Event		Rate	Cost
7/25/2026	Performing a primarily country music show (vocals and guitar) on Saturday, July 25, 2026, from Noon to 1:00 p.m. at Dilworth Loco Daze. Chloe Raye will bring instruments and sound, as needed. She will need access to at least two regular outlets for power. Fee payable to "Chloe Raye LLC" the day of the performance. L. Peyton Mastera 5-6-26	$350/event	$ 350.00
	Agreement made with, and fee payable to: Chloe Raye LLC *Please email management@thechloeraye.com to request promotional materials (photo/bio) if desired, and for other information.*		**$ 350.00**

Thank you!

AGENDA ITEM NO. 6.A

National Police Week 2026

DESCRIPTION: During National Police Week we recognize law enforcement agencies and honor the service and dedication of police officers. This week is a time to express gratitude, remember fallen officers, and show support for those who work to keep communities safe.

Chief Rawson will speak on Police Week and other events occurring to honor officers.

SUGGESTED ACTION: N/A

VOTING REQUIREMENT: N/A

SUBMITTED BY: Angela Miller, Administrative Assistant

DEPARTMENT: Police Department

ATTACHMENTS: Police_Week_2026.doc

Official

Proclamation

Recognizing National Police Week

To recognize National Police Week 2026 and to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.

WHEREAS, there are more than 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Dilworth Police Department;

WHEREAS, since the first recorded death in 1786, there are currently more than 24,500 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty;

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, DC;

WHEREAS, new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 111 officers killed in 2025;

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 38th Candlelight Vigil, on the evening of May 13, 2026;

WHEREAS, the Candlelight Vigil is part of National Police Week, which will be *observed* this year May 10th-16th;

WHEREAS, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff;

THEREFORE, BE IT RESOLVED that Dilworth City Council will observe May 10-16, 2026, as National Police Week in the City of Dilworth, and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

_____

Mayor Chad Olson

AGENDA ITEM NO. 7.A

Consideration, Ground Lease Agreement for Park Equipment at the Dilworth Lutheran Church

DESCRIPTION:

Ash Tree Park is located on property owned by Dilworth Lutheran Church (DLC) at the northeast corner of their Faith Addition site. There are no existing formal agreements between the City and DLC regarding its use as a park. Historically, Ash Tree Park has not been included in the City's Capital Improvement Plan because it is not located on City-owned land.

On July 9, 2025, the Park Board considered a request from DLC regarding the park's future. The Church expressed a desire to continue offering park space to the neighborhood while replacing its aging infrastructure. The Park Board voted in favor of maintaining a park presence on the property and recommended relocating Ash Tree Park to the northwest corner of the site.

Following the Park Board's recommendation, staff brought DLC's proposal that the City lease the land for $1,200 annually ($700 for the Church's insurance premium and $500 for administrative costs). The agreement term would be 25 years or the life of the playground equipment. The Church also requested that the City remove the existing play structure, install new City-owned equipment, and provide proof of primary liability insurance naming the Church as an additional insured. DLC, in turn, would continue mowing and grounds upkeep and maintain its own insurance coverage as secondary liability.

The matter was presented to the City Council on August 25, 2025. The Council expressed concern with the financial terms of the proposal and directed staff to continue discussions with the Church. On September 19, 2025, Councilmember Borah and I met with DLC representatives to renegotiate the arrangement. DLC generously agreed not to charge the City to locate equipment on their property and I directed the City Attorney to begin work on a contract.

Following this discussion, the City Attorney prepared a ground lease agreement that reflects the updated understanding between the parties. Under the agreement:

1) The City will install, own, and maintain the playground equipment.

2) DLC will maintain the surrounding land and grounds.

3) Each party will retain insurance coverage, with the City holding primary liability and the Church maintaining secondary coverage.

4) The lease term will be 25 years or the life of the equipment, whichever is shorter.

The attached contract has been reviewed by both parties with feedback/redlines going between the two entities.

SUGGESTED ACTION: Motion to approve the ground lease agreement for park equipment at the Dilworth Lutheran Church.

VOTING REQUIREMENT: Simple Majority of the Voting Quorum

SUBMITTED BY: Peyton Mastera, City Administrator

DEPARTMENT: City Hall

ATTACHMENTS: DLC Ground Lease Agreement for Park Equipment at the Dilworth Lutheran Church - Final.pdf

GROUND LEASE AGREEMENT

This Ground Lease Agreement (the "Agreement") is made on this ____ day of _____, 2026 (the "Effective Date"), by and between the City of Dilworth, a municipal corporation and political subdivision of the State of Minnesota (the "City"), and the Dilworth Lutheran Church, a nonprofit corporation organized and existing under the laws of the State of Minnesota ("DLC").

WHEREAS, DLC is the fee owner of real property located within the City of Dilworth, legally described and shown on Exhibit A to this Agreement (the "Property"); and

WHEREAS, the City currently utilizes a portion of the Property to house and operate public playground equipment; and

WHEREAS, the City desires to replace and upgrade the current playground equipment and lease a portion of the Property from DLC (the "Leased Area") therefor; and

WHEREAS, the Parties now desire to enter into this Agreement to set forth their respective roles and responsibilities for the playground equipment and the surrounding area.

NOW, THEREFORE, in consideration of the mutual covenants made herein and for other valuable consideration, the receipt of which is hereby acknowledged, the City and DLC agree as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATION

SECTION 1.01 DEFINITIONS. All capitalized terms used and not otherwise defined herein shall have the meanings given them in this Agreement and as defined in this section unless a different meaning clearly applies from the context.

"Agreement" means this Ground Lease Agreement and any amendment thereto.

"Applicable Law" means, collectively, the Constitutions of the United States and of the State, all common law and principles of equity, and all Federal, State, and local laws including, without limitation, all environmental laws, statutes, treaties, codes, acts, rules, regulations, guidelines, ordinances, resolutions, orders, judgments, decrees, injunctions, and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any governmental authority charged with the enforcement, interpretation, or administration thereof, all governmental approvals, and all administrative orders, awards, directed duties, requests, licenses, certificates, authorizations, and permits of, and agreements with, any governmental authority, and, with respect to any Person, the articles of incorporation, bylaws, or other organizational or governing documents of such Person, in each case whether or not having the force of law, that are applicable now or are applicable at any time hereafter to the City, DLC, or the Project.

"Best Efforts" means a Party will act in Good Faith, act in accordance with generally accepted commercial practices, and use reasonable due diligence to undertake all action contemplated by this Agreement, in accordance with Applicable Law.

"Business Day" means any day that is not a Saturday, a Sunday, or a State public holiday.

"City" means the City of Dilworth, a municipal corporation and political subdivision of the State of Minnesota.

"City Representative" means the individual identified in Section 12.08 hereof as such.

"Contractors" means Persons with whom the City contracts to perform any of the Work described in this Agreement or to provide any materials, equipment, hardware, or supplies for any of the Work, on behalf of the City.

"Default" means as defined in Section 10.01 hereof.

"DLC" means the Dilworth Lutheran Church, a nonprofit corporation organized and existing under the laws of the State of Minnesota.

"DLC Representative" means the individual identified in Section 12.08 hereof as such.

"Effective Date" means the date on which both Parties have executed this Agreement.

"Good Faith" means the observance of reasonable commercial standards of fair dealing in a given trade or business.

"Good Industry Practice" means the industry practices and standards that would be exercised by a prudent and experienced developer, designer, engineer, contractor, operator, or maintenance provider engaged in the same kinds of undertakings and under similar circumstances as those applying to the Work.

"Leased Area" means an approximately sixty (60) foot by eighty (80) foot area in either the Northeast or Northwest corner of the Property which will be agreed upon by the Parties.

"Party" means the City or DLC, as the context may require, and its respective legal representatives, successors, and permitted assigns, and whenever a reference in this Agreement is made to any Parties hereto, **"Parties"** means the City and DLC, collectively, and their legal representatives, successors, and permitted assigns.

"Person" means an individual, a general or limited partnership, a joint venture, a corporation, a limited liability company, a trust, an unincorporated organization, or a governmental authority.

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"Project" means the removal and replacement of existing playground equipment on the Property with the playground equipment as identified in Exhibit A on the Leased Area in accordance with the terms and conditions of this Agreement.

"Property" means the real property legally described and depicted in Exhibit B attached to this Agreement.

"Quality Assurance" means all planned and systematic activities implemented to provide confidence that the Work complies with the requirements of this Agreement.

"Service Commencement Date" means the date the Project opens to the public for normal and continuous operations.

"State" means the State of Minnesota.

"Utility" means and includes poles, plants, lines, trenches, bridges, tunnels, pipelines, and any other system for furnishing, producing, generating, transmitting, or distributing power, electricity, communications, telecommunications, water, gas, oil, petroleum products, coal, or other mineral slurry, steam, heat, light, chemicals, air, sewage, drainage not connected with a highway drainage system, irrigation, or another substance. The term "utility" also includes a system for furnishing transportation of goods or persons by means of railway, tramway, cableway, conveyor, flume, canal, tunnel, pipeline, or a similar means.

"Work" means the work required to be furnished and provided by the City under this Agreement, including all administrative, design, engineering, construction, landscaping, Utility accommodation, support services, financing services, operations, maintenance, and management services.

SECTION 1.02 INTERPRETATION.

(a) The headings of articles and sections are provided for convenience of reference only and will not affect the construction, meaning, or interpretation of this Agreement. Any and all exhibits to this Agreement are hereby incorporated by reference. The definition of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms.

(b) This Agreement is not to be interpreted or construed against the interests of a Party merely because that Party proposed this Agreement or some provision of it or because that Party relies on a provision of this Agreement to protect itself. The Parties acknowledge and agree that this Agreement has been prepared jointly by the Parties and has been the subject of arm's length and careful negotiation, that each Party has been given the opportunity to independently review this Agreement with legal counsel, and that each Party has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions of this Agreement. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation

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of this Agreement, this Agreement will not be interpreted or construed against any Party simply because that Party participated in its drafting or proposed revisions of any draft.

ARTICLE II
PROJECT GENERALLY

SECTION 2.01 PROJECT. The Parties agree that the Project will be developed, designed, financed, constructed, operated, and maintained in accordance with this Agreement. The Project will include the removal of existing playground equipment from the Property and the installation of different playground equipment within the Leased Area. The City anticipates the removal of the existing playground equipment will begin on or before _____ and estimates a Project completion date on or before _____. In the event the City is unable to complete the Project on or before the date identified in this Section 2.01, it shall notify DLC of the reason for delay and the new anticipated completion date.

SECTION 2.02 WORK.

(a) The City will perform the Work described in this Agreement in accordance with (i) this Agreement; (ii) Applicable Law; (iii) Good Industry Practice; and (iv) the requirements of insurance policies required to be maintained in accordance with this Agreement so as not to knowingly void or omit to take any action which would void any such policy or limit the coverage of any such policy in a way that materially and adversely affects DLC.

(b) The City will perform the Work through use of its own personnel, materials, and equipment or by contracting with Contractors with the expertise, qualifications, experience, competence, skills, and know-how to perform the responsibilities being contracted in accordance with Applicable Law and the terms, conditions, and standards set forth in this Agreement. Performance of any of the Work by a Contractor will satisfy the obligation of the City to perform such Work; provided, however, that any such Work performed will be binding on the City and will not relieve the obligation of the City to manage the Contractor.

(c) DLC will use reasonable efforts in performing the rights and duties under this Agreement to minimize any disruption to or impairment of the performance of the City's rights and obligations under this Agreement; provided, however, that nothing in this section will limit DLC's rights and obligations under this Agreement.

SECTION 2.03 INTENT. The City and DLC agree and acknowledge that the intent of this Agreement and the construction and operation of the Project is to promote public youth recreational activities within the City.

ARTICLE III
GROUND LEASE

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SECTION 3.01 GRANT OF LEASE. During the Lease Term, DLC hereby demises, rents, leases, and lets to the City, and the City rents, leases, and hires from DLC, the Leased Area, together with any and all easements, air rights, and other rights and appurtenances thereunto belonging or appertaining and any improvements thereon or to be made, in each case upon the terms, covenants, and conditions in this Agreement, provided such easements, air rights, and other rights and appurtenances are for the sole purpose of providing the City with access necessary to design, construct, finance, operate, and maintain the Project pursuant to this Agreement. DLC additionally grants an access easement across the Property to the City for ingress and egress related to the design, construction, financing, operation, and maintenance of the Project. It is the express intent and agreement of the Parties that, except to the extent of the interests expressly provided herein for the Project, the City shall not be treated as or deemed to be the legal or equitable owner of the Leased Area or the Property. The City's rights hereunder are derived solely from its status as a developer and independent contractor as described in this Agreement.

SECTION 3.02 QUIET ENJOYMENT. DLC covenants and agrees that the City will peaceably and quietly have, hold, and possess the Leased Area and the Project during the Lease Term. Notwithstanding the foregoing, the City acknowledges and understands that such right of quiet enjoyment to each part of the Leased Area is subject to, and will not affect, any access rights of DLC to the Leased Area that are set forth in this Agreement.

SECTION 3.03 RENT. DLC will not charge rent to the City for leasing the Leased Area.

SECTION 3.04 TAXES AND SPECIAL ASSESSMENTS. DLC is solely responsible for the payment of any and all property taxes and special assessments levied against the Leased Area during the Lease Term.

SECTION 3.05 CONDEMNATION. In the event all of the Leased Area is the subject of a condemnation action, then this Agreement will terminate on the date of taking, and the City will have the right to remove the Project from the Leased Area; if only a portion of the Leased Area is condemned, then the Parties will negotiate in Good Faith to determine whether this Agreement can continue with the remaining portion of the Leased Area.

SECTION 3.06 NO PROPERTY WARRANTIES. Except as otherwise specifically provided in this Agreement, DLC makes no warranties or representations as to any surveys, data, reports, or other information provided by DLC or other Persons, including data concerning surface or subsurface conditions; the existing condition of the Leased Area; drainage; or the presence of Utilities, hazardous waste, contaminated ground water, archeological, paleontological, or cultural resources, or endangered or threatened species, affecting the Leased Area or surrounding locations. The City acknowledges that such information is for the City's reference only and has not been verified by DLC and that the City will be responsible for conducting all surveys, studies, and assessments as it deems appropriate for the Project.

SECTION 3.07 THIRD PARTY AGREEMENTS. The City will not enter into any agreements with any Utility, property owner, or other third party having regulatory jurisdiction

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over any aspect of the Project or the Work or having any property interest affected by the Project or the Work that in any way purports to obligate DLC, or states or implies that DLC has an obligation, to the third party to carry out any installation, design, construction, maintenance, repair, operation, control, supervision, regulation, or other activity during or after the Lease Term unless DLC otherwise approves, in writing, in its sole discretion. The City has no power or authority to enter into any such agreement with a third party in the name or on behalf of DLC.

ARTICLE IV
FINANCE

SECTION 4.01 GENERALLY. The City will be responsible, in its sole discretion, for financing the design, construction, operation, and maintenance of the Project and will not seek any contribution from DLC therefor.

ARTICLE V
DESIGN AND CONSTRUCTION

SECTION 5.01 GENERALLY. The City will, at its sole expense, furnish all design, bidding, construction, and other services; provide all materials, equipment, and labor to perform the Work reasonably inferable from this Agreement; and perform the Work in accordance with this Agreement, Applicable Law, and Good Industry Practice. The City is additionally responsible for all Quality Assurance activities necessary to manage the Work. The City will undertake all aspects of Quality Assurance for the Project and Work in accordance with this Ground Lease, Applicable Law, and Good Industry Practice.

SECTION 5.02 PROGRESS REPORTS AND COMMUNICATION. The City will provide DLC with a proposed demolition and construction schedule for the Project and will provide periodic progress reports to DLC as Work progresses. Additionally, the City will provide notification to DLC when the Project is completed and will be open for normal and continuous operations (the "Service Commencement Date"). The City Representative and the DLC Representative will also be reasonably available to each other and will have the necessary authority and experience required to oversee and communicate with respect to the Work.

SECTION 5.03 APPROVALS AND PERMITS. The City, at its sole cost and expense, will obtain and maintain in full force and effect, and comply with, any governmental approvals or permits for the Work. DLC will provide reasonable assistance and cooperation to the City, as requested by the City, in obtaining governmental approvals relating to the Project and any revisions, modifications, amendments, supplements, renewals, reevaluations, and extension of governmental approvals.

SECTION 5.04 CONSTRUCTION SITE. The City is responsible for ensuring the construction site for the Project is kept clean and for cleaning up any construction debris on the Leased Area and on the Property.

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SECTION 5.05 DAMAGE DURING CONSTRUCTION. The City will be financially responsible for any and all damage to the Project occurring during construction and may utilize any available insurance proceeds to repair the damage. DLC will not be responsible for any construction means or methods of the City or liability ensuing therefrom.

SECTION 5.06 DLC INSPECTION. DLC and its authorized agents will have the authority, upon reasonable notice to the City, to enter upon, inspect, sample, measure, and physically test any part of the Project, as well as any materials, supplies, machinery, and equipment to be incorporated into or used in construction of the Project. DLC will follow any and all safety requirements imposed by the City during an inspection.

ARTICLE VI
OPERATIONS AND MAINTENANCE

SECTION 6.01 GENERALLY. At all times following the Service Commencement Date, the City, at its sole cost and expense (except as otherwise provided herein), will cause the Project to be managed, maintained, and operated in accordance with Applicable Law; this Agreement; and Good Industry Practice.

SECTION 6.02 PROJECT MAINTENANCE. The City will be responsible, at its sole cost and expense, for the repair, replacement, reconstruction, and maintenance of the Project. In the event DLC believes the City is not performing maintenance in accordance with Good Industry Practice, DLC will provide written notification to the City and provide the City with one hundred twenty (120) calendar days to remedy the maintenance issues. If the City does not remedy the maintenance issues within the 120-day period, then DLC may step in and remedy the maintenance issues, billing the City for any costs and expenses resulting therefrom.

SECTION 6.03 SURROUNDING AREA MAINTENANCE. DLC will be responsible, at its sole cost and expense, for mowing, for performing snow removal, and for maintaining the grounds on, beneath, under, and around the Project, in accordance with Good Industry Practice. Additionally, DLC is responsible for performing on-going landscaping maintenance of the Leased Area. The City will not remit any funds to DLC for maintenance activities.

SECTION 6.04 PROGRAMMING. The City, in its sole discretion, has the authority to provide programming at the Project and on the Leased Area. The City will provide advanced notice to DLC in the event it schedules any programming.

SECTION 6.05 ADDITIONS AND MODIFICATIONS. After the Service Commencement Date, the City, in its sole discretion, is allowed to make renovations or improvements to the Project so long as such renovations or improvements are contained within the Leased Area. Prior to beginning any renovation or improvement, the City will notify DLC.

SECTION 6.06 DLC ACCESS. As provided in this Agreement, the Project will be available for public use, which includes use by the DLC congregation. At no time, however, may

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DLC limit access to the Project or to the Leased Area unless DLC believes such access poses a risk to the Property. DLC agrees and acknowledges that the public may utilize its parking lot and may cross the Property, for ingress or egress to the Leased Area; DLC specifically grants this access to the public. The DLC Representative will promptly report any issues with Project patrons, or with the Project itself, to the City Representative.

ARTICLE VII
INSURANCE AND INDEMNIFICATION

SECTION 7.01 INSURANCE.

(a) The City shall keep in force and effect, at the City's expense, for the entirety of the Lease Term, municipal liability insurance with respect to the Project and the Leased Area, naming the City as the insured and DLC as an additional insured. Such insurance shall have minimum limits of $2,000,000 on account of bodily injuries or death of more than one (1) person as the result of any one (1) accident or disaster. The City shall additionally obtain and maintain property damage insurance with minimum limits of full insurable value. The City's insurance policies will not contain a waiver of subrogation and will not waive any right to recover against DLC held by the City's insurance companies.

(b) DLC shall keep in force and effect, at DLC's expense, for the entirety of the Lease Term, commercial general liability insurance coverage for premises and operations, independent contractors, personal injury, and broad form contractual liability of limits of at least $2,000,000 per occurrence and $2,000,000 annual aggregate applicable on a per project basis.

SECTION 7.02 INDEMNIFICATION. Each Party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other Party (the "Indemnified Party") from and against any and all claims, damages, and liabilities, including any and all expenses and costs, legal or otherwise, arising out of the negligent act or omission of the Indemnifying Party, its subcontractors, representatives, or employees, of its obligations set forth in this Agreement; provided, however, the City shall not be responsible for indemnifying, defending, or holding harmless the DLC for the negligent act or omission of DLC, its subcontractors, representatives, or employees when DLC is performing maintenance on the Leased Area and could be considered a subcontractor of the City for purposes thereof. The Indemnifying Party shall not be liable for any claims, damages, or liabilities caused by the sole negligence of the Indemnified Party, its subcontractors, representatives, or employees. The Indemnified Party shall notify promptly the Indemnifying Party of the existence of any claim, demand, or other matter to which the Indemnifying Party's indemnification obligations would apply, and shall give them a reasonable opportunity to settle or defend the same at their own expense and with counsel of their own selection, provided that the Indemnified Party shall at all times also have the right to fully participate in the defense. If the Indemnifying Party, within a reasonable time after this notice, fails to take appropriate steps to settle or defend the claim, demand, or the matter, the Indemnified Party shall, upon written notice, have the right, but not the obligation, to undertake such settlement or defense and to compromise or settle the claim, demand, or other matter on behalf, for the account, and at the risk, of the

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Indemnifying Party. The rights and obligations of the Parties under this Section 7.02 shall be binding upon and inure to the benefit of any successors, assigns, and heirs of the Parties, and these indemnification provisions shall survive termination of this Agreement. Nothing herein, however, shall be deemed a waiver by the City of the maximum limits on liability set forth in Minn. Stat. ch. 466.04.

ARTICLE VIII
TERM

SECTION 8.01 TERM AND OPTION TO RENEW. The term of this Agreement will commence on the Effective Date and will terminate at the earlier of: (i) twenty-five (25) years after the Effective Date or (ii) the end of the useful life of the playground equipment, as determined by the City (the "Lease Term"); provided, however, the Parties retain the option to renew the lease prior to the end of the Lease Term under commercially acceptable terms (the "Option"). If a party desires to exercise the Option, it must provide written notice thereof to the other Party at least thirty (30) calendar days prior to the end of the Lease Term. The Parties will then negotiate in an attempt to arrive at new lease terms. In the event the Parties are unable to agree upon new lease terms or neither Party timely submits a written notice to the other Party electing to pursue the Option, then the Parties will develop a transition plan for the removal of the Project, and the Agreement will terminate at the end of the Lease Term.

ARTICLE IX
REPRESENTATIONS AND WARRANTIES

SECTION 9.01 CITY. The City represents and warrants to DLC as follows:

(a) The City has full power, right, and authority to execute, deliver, and perform its obligations under, in accordance with, and subject to the terms and conditions of this Agreement;

(b) Each person executing this Agreement has been or at such time will be duly authorized to execute each such document on behalf of the City;

(c) Neither the execution and delivery by the City of this Agreement, nor the consummation of the transactions contemplated hereby, is in conflict with or will result in a default under or violation of (i) any other agreements or instruments to which it is a party or by which it is bound or (ii) to its knowledge, any Applicable Law where such violation would have a material adverse effect on the ability of the City to perform its obligations under this Agreement;

(d) There is no action, suit, proceeding, investigation, or litigation pending and served on the City which challenges the City's authority to execute, deliver, or perform, or the validity or enforceability of, this Agreement, or which challenges the authority of the City official executing this Agreement, and the City has disclosed to DLC any pending and unserved or threatened action, suit, proceeding, investigation, or litigation with respect to such matters of which the City is aware;

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(e) This Agreement has been duly authorized, executed, and delivered by the City and constitutes a valid and legally binding obligation of the City, enforceable against it in accordance with the terms hereof;

(f) The City has taken or caused to be taken all action to authorize the execution and delivery of, and the performance of its obligations under, this Agreement; and

(g) The City is in material compliance with all Applicable Laws governing its obligations in connection with this Agreement.

SECTION 9.02 DLC. DLC hereby represents and warrants to the City as follows:

(a) DLC is a duly organized nonprofit corporation under the laws of the State, is qualified to conduct business in the State, has the requisite power and all required licenses to carry on its present and proposed activities, and has full power, right, and authority to execute and perform each and all of its obligations under the Agreement;

(b) DLC has taken or will cause to be taken all requisite action to authorize the execution and delivery of, and performance of its obligations under, this Agreement;

(c) Each person executing this Agreement on behalf of DLC has been or will at such time be duly authorized to execute each such document on behalf of DLC;

(d) As of the Effective Date, no agreement, contract, option, commitment, or other right exists which binds, or which in the future may become binding on, DLC to sell, transfer, convey, dispose of, or encumber the Property;

(e) This Agreement has been duly authorized, executed, and delivered by DLC and constitutes a valid and legally binding obligation of DLC, enforceable against it in accordance with its terms, subject only to applicable bankruptcy, insolvency, and similar Applicable Laws affecting the enforceability of the rights of creditors generally and to general principles of equity;

(f) Neither the execution and delivery by DLC of this Agreement, nor the consummation of the transactions contemplated hereby, is in conflict with or will result in a default under or a violation of (i) the governing instruments of DLC or any other agreements or instruments to which it is a party or by which it is bound or (ii) to its knowledge, any Applicable Law, where such violation will have a material effect on the ability of DLC to perform its obligations under this Agreement;

(g) There is no action, suit, proceeding, or litigation pending and served on DLC which challenges DLC's authority to execute, deliver, or perform, or the validity or enforceability of, this Agreement, or challenges the authority of the DLC official executing this Agreement; and DLC has disclosed to the City any pending and unserved or threatened action, suit, proceeding, investigation, or litigation with respect to such matters of which DLC is aware;

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(h) DLC is in material compliance with all Applicable Laws applicable to DLC or its activities in connection with this Agreement; and

(i) To the best of DLC's knowledge after diligent inquiry, no event which, with the passage of time or the giving of notice, would constitute a default by DLC has occurred or is occurring.

ARTICLE X
DEFAULT AND STEP-IN RIGHTS

SECTION 10.01 DEFAULT. The occurrence of any one (1) or more of the following events during the Lease Term will constitute a Default by a Party pursuant to this Agreement:

(a) Any representation or warranty made by a Party is false or misleading in any respect on the date made and a material adverse effect upon the Project or the other Party's rights or obligations under the Agreement results therefrom, and such circumstance continues without cure for a period of ninety (90) calendar days following the date the non-offending Party delivers to the offending Party written notice thereof, with cure regarded as complete only when the adverse effects are remedied; and

(b) A Party fails to comply with, perform, or observe any material obligation, covenant, agreement, term, or condition in this Agreement which failure has a material adverse effect upon the other Party's interest, and such failure continues without cure for a period of ninety (90) calendar days following the date the non-offending Party delivers to the offending Party written notice thereof.

SECTION 10.02 REMEDIES. Upon the occurrence of a Default by a Party, the non-offending Party may, by written notice to the offending Party, declare the offending Party to be in Default and may do any or all of the following as the non-offending Party, in its discretion, may determine:

(a) Terminate this Agreement; or

(b) Exercise any of its rights and remedies provided for hereunder or under Applicable Law or in equity.

ARTICLE XI
DISPUTE RESOLUTION

SECTION 11.01 INTENT AND PROCEDURE. The Parties will cooperate and use their Best Efforts to ensure that the various provisions of this Agreement are fulfilled. The Parties agree to act in Good Faith to undertake resolution of disputes in an equitable and timely manner and in

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accordance with the provisions of this Agreement. If disputes cannot be resolved informally by the Parties, the following procedure will be used.

SECTION 11.02 MEDIATION. If there is a failure between the Parties to resolve a dispute on their own, the Parties will first attempt to mediate the dispute. The Parties will agree upon a single mediator, or, if an agreement cannot be reached, the Parties shall contribute three (3) names to a list of mediators and select a mediator by alternatively striking names until one (1) remains. The City will strike the first name, followed by DLC, until one (1) name remains. The Parties will equally split any fees of the mediator.

SECTION 11.03 LITIGATION. If the dispute is not resolved within thirty (30) calendar days after the end of mediation proceedings, the Parties may litigate the matter. The Parties agree that any litigation between the Parties arising out of or pertaining to this Agreement or its breach will be filed, heard, and decided in the State District Court of Clay County, Minnesota, which will have exclusive jurisdiction and venue.

SECTION 11.05. WAIVER OF JURY TRIAL. THE PARTIES HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS THAT ANY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION, PROCEEDING, COUNTERCLAIM, OR DEFENSE BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER, OR IN ANY CONNECTION WITH THIS AGREEMENT, OR WITH RESPECT TO ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF ANY PARTY HERETO RELATING TO THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR ALL PARTIES ENTERING INTO THIS AGREEMENT. THIS PROVISION APPLIES ONLY TO SUITS BETWEEN THE PARTIES AND DOES NOT APPLY TO THIRD PARTY CLAIMS OR SUITS.

ARTICLE XII
MISCELLANEOUS

SECTION 12.01 MEMORANDUM OF AGREEMENT. The City and DLC will execute, acknowledge, and deliver a Memorandum of Ground Lease Agreement in the form attached hereto as Exhibit C, in proper form for recording, together with any additional instruments for the recordation thereof. The City is responsible for costs and expenses associated with recording.

SECTION 12.02 SUCCESSORS AND ASSIGNS. The City will not, without DLC's approval, sell, convey, assign, transfer, or otherwise dispose of any or all of the City's rights in and to the Leased Area or in favor of any other person or entity. Subject to the foregoing sentence, this Agreement will be binding upon and will inure to the benefit of the Parties hereto and their respective legal representatives, successors, and permitted assigns.

SECTION 12.03 THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement is intended or will be construed as creating or conferring any right, benefits, or remedies upon, or

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creating any obligations of the Parties hereto toward, any person or entity not a party to this Agreement.

SECTION 12.04 COMPLETE AGREEMENT. This Agreement contains the entire and exclusive understanding of the Parties with respect to the subject matter thereof and supersedes all prior agreements, understandings, statements, representations, and negotiations, in each case oral or written, between the Parties with respect to their subject matter.

SECTION 12.05 FORCE MAJEURE. Neither the City nor DLC will be liable to the other during any period in which its performance is delayed or prevented, in whole or in part, by any of the following circumstances: war, civil war, invasion, violent act of foreign enemy, or armed conflict; nuclear, chemical, or biological contamination; ionizing radiation; or any act of terrorism. If such a circumstance occurs, the Party claiming the delay must promptly (and in any event within ten (10) Business Days) notify the other Party of the same. The Parties will consult with each other in Good Faith and use all reasonable efforts to agree on appropriate terms to mitigate the effects of the force majeure event and facilitate the continued performance of this Agreement.

SECTION 12.06 AMENDMENTS. This Agreement may be amended only by written instrument duly executed by the Parties or their respective successors or assigns, except to the extent expressly provided otherwise in this Agreement.

SECTION 12.07 SEVERABILITY AND SAVINGS CLAUSE. Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, or word hereof is held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity will not affect the validity of the remainder of this Agreement.

SECTION 12.08 AUTHORIZED REPRESENTATIVES. The City and DLC hereby designate the following individuals as their initial authorized representatives to administer this Agreement on their respective behalf:

(a) City Representative: L. Peyton Mastera, City Administrator

(b) DLC Representative: _____

SECTION 12.09 GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota.

SECTION 12.10 COLLABORATIVE NATURE. Each Party agrees to cooperate, at its own expense, with the other Party in the fulfillment of the purposes and intent of this Agreement. Neither Party will be under any obligation to perform any of the other Party's obligations under this Agreement.

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SECTION 12.11 ELECTRONIC SIGNATURES. The City and DLC agree that an electronic signature to this Agreement will be valid as an original signature of the City or DLC and will be effective to bind the signatories of this Agreement.

SECTION 12.12 COUNTERPARTS. This instrument may be executed in one (1) or more counterparts, each of which will be deemed an original, but all of which together will constitute one (1) and the same instrument.

SECTION 12.13 NOTICE.

(a) All notices to this Agreement will be in writing and: (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) sent by a recognized overnight mail or courier service, with delivery requested; or (iv) sent by email communication followed by a hard copy, to the following addresses.

(b) All notices to the City will be marked as regarding the Project and will be delivered to the following address or as otherwise directed by the City Representative:

2 – 1st Avenue Southeast
Dilworth, MN 56529

(c) All notices to DLC will be marked as regarding the Project and will be delivered to the following address or as otherwise directed by the DLC Representative:

406 3rd Street Northeast
Dilworth, MN 56529

(d) Notices will be deemed received when actually received in the office of the addressee (or by the addressee if personally delivered) or when delivery is refused, as shown on the receipt of the U.S. Postal Service, private courier, or other person making the delivery. Notwithstanding the foregoing, notices received after 5:00 p.m. Central Time will be deemed received on the first Business Day following delivery.

(*Remainder of page intentionally left blank.*)

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IN WITNESS WHEREOF, the City and DLC caused this Agreement to be executed.

CITY OF DILWORTH

_____
Chad Olson, Mayor

ATTEST:

_____
L. Peyton Mastera, City Administrator

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DILWORTH LUTHERAN CHURCH

By: _____
Its: _____

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Exhibit A

PLAYGROUND EQUIPMENT

To be attached.

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Exhibit B

LEGAL DESCRIPTION AND MAP OF PROPERTY

Block 1, Faith Addition to the Village of Dilworth LESS that 20-foot strip described in Book 217 of Deeds, page 293, of the Clay County Office of Register of Deeds.

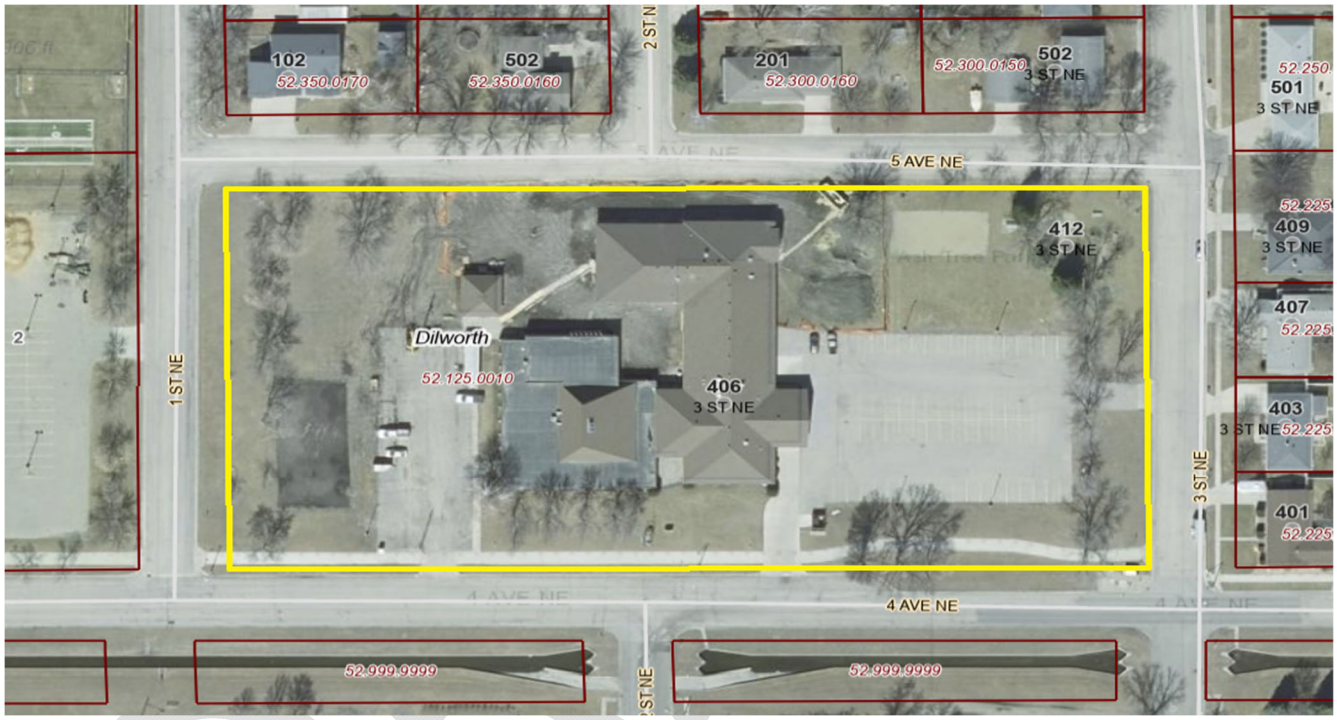


Exhibit C

MEMORANDUM OF GROUND LEASE AGREEMENT

MEMORANDUM OF GROUND LEASE AGREEMENT

THIS MEMORANDUM OF GROUND LEASE AGREEMENT ("Memorandum") is entered into and effective as of _____, 20__, by and between the City of Dilworth, a municipal corporation and political subdivision of the State of Minnesota (the "City"), and the Dilworth Lutheran Church, a nonprofit corporation organized and existing under the laws of the State of Minnesota ("DLC").

WHEREAS, on _____, 20__ (the "Effective Date"), the City and DLC entered into a Ground Lease Agreement (the "Agreement") for construction of a public playground; and

WHEREAS, as part of the Agreement, DLC leased to the City and the City leased from DLC certain real property legally described as follows:

[Legal Description]

(the "Leased Area"); and

WHEREAS, a copy of the executed Agreement in its entirety is on file with the City Administrator of the City; and

WHEREAS, the City and DLC desire to execute this Memorandum to provide constructive notice of the City's rights under the Agreement to all third parties.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and DLC agree as follows:

1. Term. DLC leases the Leased Area to the City for a term of the lesser of (i) twenty-five (25) years beginning on the Effective Date or (ii) the end of the useful life of the playground equipment as determined by the City. The Parties may agree to extend the term of the lease under commercially acceptable terms. At the expiration of the Agreement, the Leased Area will revert to DLC.

2. Parties. The Agreement sets forth the names, authorized representatives, and addresses of the parties thereto.

3. Rent. The Agreement does not require that the City make any rental payments to DLC for the Leased Area.

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4. Project. The public playground being constructed on the Leased Area (the "Project") will be designed, financed, constructed, operated, maintained, and owned by the City. Maintenance responsibilities for the area surrounding the Project will be the responsibility of DLC as set forth in the Agreement.

5. Governing Law. This Memorandum and the Agreement are governed by the laws of the State of Minnesota.

6. Conflict. This Memorandum describes only selected provisions of the Agreement, and reference must be made to the text of the Agreement for the full terms and conditions. This Memorandum shall not in any way amend or supersede the terms and conditions of the Agreement. In the event of a conflict between this Memorandum and Agreement, the Agreement will prevail.

IN WITNESS WHEREOF, this Memorandum has been executed by the parties hereto as of the day and year first above written or consented to and ratified the same as if executed on such date.

(*Signatures on the following pages.*)

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CITY OF DILWORTH

By: _____(do not sign)_____
Mayor

By: _____(do not sign)_____
City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF CLAY)

On this ____ day of _____, 20___, before me personally appeared Chad Olson and L. Peyton Mastera, to me known to be the Mayor and City Administrator, respectively, of the City of Dilworth, a Minnesota political subdivision, and that they executed the foregoing instrument, and acknowledged to me that they executed the same on behalf of the City of Dilworth.

(SEAL)

_____(do not sign)_____
Notary Public, Clay County, MN

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Dilworth Lutheran Church

By: (do not sign)

Its: (do not sign)

Date: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF CLAY)

On this ____ day of _____, 20___, before me personally appeared _____, to me known to be the _____ of the Dilworth Lutheran Church, a Minnesota nonprofit corporation, and that s/he executed the foregoing instrument, and acknowledged to me that s/he executed the same on behalf of the Dilworth Lutheran Church.

(SEAL)

(do not sign)
Notary Public, Clay County, MN

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AGENDA ITEM NO. 8.A

Resolution 26-26, Supporting a Federal Grant Application for Preliminary Design and Environmental Review of the 14th Street Grade Separation Project Over the BNSF Rail Corridor (Drexel Verrette Jr. and Alexis Jones with BNSF Presenting)

DESCRIPTION:

Staff is seeking City Council direction and consideration of a resolution of support for a federal grant application related to the proposed 14th Street grade separation project.

BNSF Railway has approached the City of Dilworth regarding partnership on a federal grant application to advance preliminary design and environmental review for a grade-separated crossing over the BNSF rail yard. The project would include an alternatives analysis to determine the preferred alignment and structure type, followed by development of 30% design plans and completion of environmental review in accordance with National Environmental Policy Act (NEPA) requirements.

A key component of this effort includes the permanent closure of the existing Main Street at-grade crossing, replacing it with a new 14th Street overpass to improve safety, reliability, and connectivity across the rail corridor. As outlined in the project materials, this improvement would eliminate vehicle-train conflicts, enhance emergency response routes, improve freight movement efficiency, and support long-term economic development along the 14th Street corridor.

To advance the project, BNSF is coordinating preparation of the grant application in partnership with Olsson and The Beckett Group. The City is being asked to serve as the official applicant. The grant request would seek approximately 80% federal funding (estimated at $2.0 million of a $2.5 million project development cost), with a required 20% local match. Notably, BNSF has indicated a willingness to fund the local match associated with the grant application.

Two potential federal funding sources are being evaluated, including the CRISI Program and the Reconnecting Communities and Neighborhoods Program (RCE). The CRISI application is currently

open with a deadline of June 22, 2026, and staff anticipates submitting in advance of that deadline.

This item before the Council is a resolution of support for the grant application. Approval does not obligate the City to future construction costs but allows the City to remain a partner in advancing the planning and design of this regionally significant infrastructure project.

Staff will continue to coordinate with BNSF and regional partners, including Metro COG, throughout the application process and will return to Council with updates as the project progresses.

SUGGESTED ACTION: Motion to approve Resolution 26-26, Supporting a Federal Grant Application for Preliminary Design and Environmental Review of the 14th Street Grade Separation Project Over the BNSF Rail Corridor.

VOTING REQUIREMENT: Simple Majority of the Voting Quorum

SUBMITTED BY: Peyton Mastera, City Administrator

DEPARTMENT: City Hall

ATTACHMENTS: Resolution 26-26, Supporting a Federal Grant Application for Preliminary Design and Environmental Review of the 14th Street Grade Separation Project Over the BNSF Rail Corridor.pdf

Dilworth 14th Street Grade Sep Draft One Pager 050126-2.pdf

RESOLUTION 26-26

SUPPORTING A FEDERAL GRANT APPLICATION FOR PRELIMINARY DESIGN AND ENVIRONMENTAL REVIEW OF THE 14TH STREET GRADE SEPARATION PROJECT OVER THE BNSF RAIL CORRIDOR

WHEREAS, the City of Dilworth, in coordination with BNSF Railway and regional partners, has identified the need for a grade-separated crossing of the BNSF rail corridor to improve safety, mobility, and connectivity within the community;

WHEREAS, the proposed project includes an alternatives analysis, preliminary engineering (30% design), and environmental review in accordance with the National Environmental Policy Act (NEPA); and

WHEREAS, the project contemplates the construction of a new grade separation (overpass) and the potential closure of the existing Main Street at-grade crossing to eliminate conflicts between rail and vehicular traffic; and

WHEREAS, the City has been invited to serve as the official applicant for a federal grant to support project development activities; and

WHEREAS, potential funding sources include the Consolidated Rail Infrastructure and Safety Improvements Program and the Reconnecting Communities and Neighborhoods Program, which may provide up to 80 percent of eligible project costs; and

WHEREAS, BNSF Railway has indicated a willingness to fund the required local match associated with the grant application; and

WHEREAS, submission of the grant application and this resolution of support does not obligate the City to proceed with final design or construction, nor commit local funds beyond those separately approved by the City Council; and

WHEREAS, the City Council finds that advancing the planning and environmental review of this project is in the best interest of the community and the region;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Dilworth as follows:

1. Support for Application. The City Council supports the submission of a federal grant application for preliminary design and environmental review of a grade separation project over the BNSF rail corridor.
2. Designation of Applicant. The City of Dilworth is authorized to serve as the official applicant and to submit all necessary materials for federal funding consideration.
3. Partnerships. The City acknowledges its partnership with BNSF Railway and regional stakeholders, including Metro COG, in advancing this project.

4. Financial Commitment. Approval of this resolution does not constitute a financial commitment by the City for construction or future phases of the project unless separately approved by the City Council.
5. Authorized Representatives. The Mayor and City Administrator are authorized to execute any documents necessary to submit the grant application and carry out the intent of this resolution.

ADOPTED by the City of Dilworth the 11th day of May, 2026.

MAYOR: _____
Chad Olson, Mayor

ATTEST:

_____
L. Peyton Mastera, City Administrator

City of Dilworth

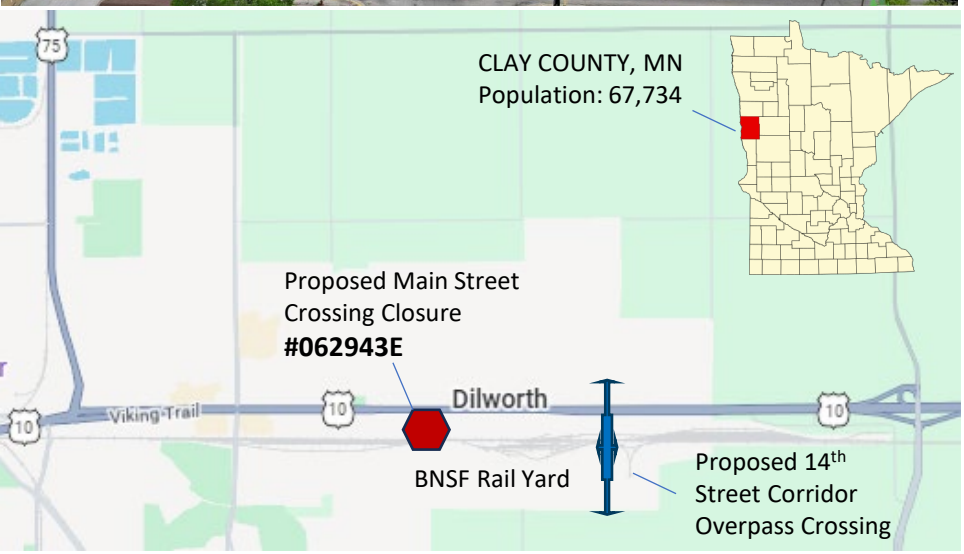
MAIN ST. CROSSING CLOSURE & 14th STREET OVERPASS PROJECT DEVELOPMENT



Concept Cross Section 14th Street Grade Separation (*Source: METROCOG Railroad Needs Study)*

UNLOCKING SOUTH DILWORTH





Founded as a rail hub and anchored by one of BNSF's largest yards in the region, Dilworth has long been shaped by rail infrastructure. Eliminating the at-grade crossing at Main Street will significantly improve safety and reliability within this critical rail corridor.

Advancing planning and design of the proposed overpass spanning BNSF's yard gives the city the opportunity to develope their plans, by providing a connection between South Dilworth, Clay County, and the regional transportation network, including improved access to Interstate 94 for commuters, freight, and emergency response.

As 14th Street continues to emerge as Dilworth's primary commercial corridor, safe and reliable rail-separated access will be critical to supporting reinvestment, business attraction, and long-term economic vitality.

KEY PLANNING ACTIVITIES

- ✓ Alternative Analysis for Alignment and Structure Type
- ✓ Preliminary Engineering to 30% Design
- ✓ NEPA Environmental Review
- ✓ Right-of-Way Planning
- ✓ Public Outreach
- ✓ Stakeholder Engagement

City of Dilworth

Rooted in Dilworth's historic role as a major rail hub supporting freight, logistics, and regional trade, the 14th Street grade separation will create a bridge to the future, unlocking long-term growth opportunities essential for Dilworth's rural, rail-focused, community.



BENEFITS

SAFETY
Eliminates vehicle and train interaction at the current Main Street at-grade crossing.

EMERGENCY RESPONSE
Provides a reliable "always open" north-south route across the BNSF tracks.

EFFICIENCY
Improves rail movement efficiency and domestic supply chain reliability at the BNSF Railway Dilworth Yard.

ECONOMIC DEVELOPMENT
Unlocks the 14th Street corridor and South Dilworth for commercial and industrial investment, supporting rail-served logistics, warehousing and commercial growth.

CONNECTIVITY
Enhances access for the workforce, freight and commercial markets. Strengthens regional links to Interstate 94.

COSTS & FUNDING REQUEST

Total Project Development Cost: $2.5 Million

Federal Grant Request: $2,000,000
Non-Federal Match: $500,000

PARTNERSHIP

BNSF RAILWAY

METROCOG
FARGO-MOORHEAD METROPOLITAN COUNCIL OF GOVERNMENTS

DEPARTMENT OF TRANSPORTATION

AGENDA ITEM NO. 8.B

Consideration, Pay Application #3 for the Woodbridge & Summerwood Ponds Dredging Project

DESCRIPTION: Attached is pay application #3 for the Woodbridge and Summerwood Ponds dredging project in the amount of $46,989.85. This pay app has been reviewed by the City Engineer and is recommended for approval.

SUGGESTED ACTION: Motion to approve pay application #3 for the Woodbridge & Summerwood ponds dredging project.

VOTING REQUIREMENT: Simple Majority of the Voting Quorum

SUBMITTED BY: Angela Miller, Administrative Assistant

DEPARTMENT: City Hall

ATTACHMENTS: Pay Application 3 - Woodbridge and Summerwood Pond Dredging Project.pdf

Contractor's Application for Payment

Owner:	City of Dilworth	**Owner's Project No.:**	
Engineer:	Moore Engineering, Inc.	**Engineer's Project No.:**	30804
Contractor:	KPH, Inc.	**Contractor's Project No.:**	26-001
Project:	Dilworth Pond Maintenance		
Contract:			
Application No.:	3	**Application Date:**	5/4/2026
Application Period:	**From** 4/4/2026	**to**	5/1/2026

1. Original Contract Price					$	333,937.00
2. Net change by Change Orders					$	-
3. Current Contract Price (Line 1 + Line 2)					$	333,937.00
4. Total Work completed and materials stored to date (Sum of Column J Unit Price Total)					$	308,608.00
5. Retainage						
a.	0.0000%	X	$ 308,608.00	Work Completed	$	-
b.	5%	X	$ -	Stored Materials	$	-
c. Total Retainage (Line 5.a + Line 5.b)					$	-
6. Amount eligible to date (Line 4 - Line 5.c)					$	308,608.00
7. Less previous payments (Line 6 from prior application)					$	261,618.15
8. Amount due this application					$	46,989.85
9. Balance to finish, including retainage (Line 3 - Line 6)					$	25,329.00

Payment Recommended By Engineer $ 46,989.85
(Line 8 or other - attach explanation of the other amount)

Payment Approved by Owner $
(Line 8 or other - attach explanation of the other amount)

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: KPH, Inc.
Signature: [signature] **Date:** 5/4/2026

Recommended by Engineer		**Approved by Owner**	
By:	[signature]	**By:**	L. Peyton Mastera
Title:	Project Manager	**Title:**	City Administrator
Date:	5/5/2026	**Date:**	5-11-26
Approved by Funding Agency			
By:		**By:**	
Title:		**Title:**	
Date:		**Date:**	

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Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Dilworth
Engineer: Moore Engineering, Inc.
Contractor: KPH, Inc.
Project: Dilworth Pond Maintenance
Contract: 0

Owner's Project No.: 0
Engineer's Project No.: 30804
Contractor's Project No.: 26-001

Application No.: 2 **Application Period:** From 4/4/2026 to 5/1/2026 **Application Date:** 5/4/2026

A	B	C	D	E	F		G	H	I	J	K	L
		Contract Information					Work Completed					
Bid Item No.	Description	Current Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Estimated Quantity Installed This Period	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) ($)
Current Contract												
1	MOBILIZATION	1.00	LS	$ 55,000.00	$ 55,000.00		1.00	$ 55,000.00		$ 55,000.00	100%	$ -
2	TRAFFIC CONTROL	1.00	LS	$ 5,000.00	$ 5,000.00		1.00	$ 5,000.00		$ 5,000.00	100%	$ -
3	SEDIMENT EXCAVATION AND DISPOSAL - SUMMERWOOD POND (P) (EV)	6,084.00	CY	$ 15.00	$ 91,260.00		6,084.00	$ 91,260.00		$ 91,260.00	100%	$ -
4	SEDIMENT EXCAVATION AND DISPOSAL - WOODBRIDGE POND (P) (EV)	3,820.00	CY	$ 15.00	$ 57,300.00		3,820.00	$ 57,300.00		$ 57,300.00	100%	$ -
5	COMMON EXCAVATION - WOODBRIDGE POND (P) (EV)	2,937.00	CY	$ 15.00	$ 44,055.00		2,937.00	$ 44,055.00		$ 44,055.00	100%	$ -
6	DEWATERING - CONTROL OF WATER - SUMMERWOOD POND	1.00	LS	$ 10,000.00	$ 10,000.00		1.00	$ 10,000.00		$ 10,000.00	100%	$ -
7	DEWATERING - CONTROL OF WATER - WOODBRIDGE POND	1.00	LS	$ 10,000.00	$ 10,000.00		1.00	$ 10,000.00		$ 10,000.00	100%	$ -
8	STABILIZED CONSTRUCTION ENTRANCE	2.00	EA	$ 1,900.00	$ 3,800.00		3.00	$ 5,700.00		$ 5,700.00	150%	$ (1,900.00)
9	SEDIMENT CONTROL LOG, TYPE STRAW	250.00	LF	$ 7.00	$ 1,750.00	1,125.00	1,125.00	$ 7,875.00		$ 7,875.00	450%	$ (6,125.00)
10	SILT FENCE	500.00	LF	$ 7.00	$ 3,500.00		0.00	$ -		$ -	0%	$ 3,500.00
11	TOPSOIL - IMPORT	968.00	CY	$ 30.00	$ 29,040.00	120.00	120.00	$ 3,600.00		$ 3,600.00	12%	$ 25,440.00
12	ROLLED EROSION PREVENTION CATEGORY 15	5,808.00	SY	$ 3.00	$ 17,424.00	2,130.00	2,130.00	$ 6,390.00		$ 6,390.00	37%	$ 11,034.00
13	SEEEDING	5,808.00	SY	$ 1.00	$ 5,808.00	12,428.00	12,428.00	$ 12,428.00		$ 12,428.00	214%	$ (6,620.00)
					$ -		0.00	$ -		$ -		$ -
					$ -		0.00	$ -		$ -		$ -
					$ -		0.00	$ -		$ -		$ -
					$ -		0.00	$ -		$ -		$ -
					$ -		0.00	$ -		$ -		$ -
*Bolded "Current Item Quantity" indicates a change due to a Change Order				Original Contract Totals	$ 333,937.00			$ 308,608.00	$ -	$ 308,608.00	92%	$ 25,329.00
Change Order No. [X]												
				$ -	$ -		0.00	$ -		$ -		$ -
				$ -	$ -		0.00	$ -		$ -		$ -
Change Order No. [X]												
				$ -	$ -		0.00	$ -		$ -		$ -
				$ -	$ -		0.00	$ -		$ -		$ -
Change Order No. [X]												
				$ -	$ -		0.00	$ -		$ -		$ -
				$ -	$ -		0.00	$ -		$ -		$ -
				Change Order Totals	$ -			$ -	$ -	$ -		$ -
Current Contract and Change Orders												
				Project Totals	$ 333,937.00			$ 308,608.00	$ -	$ 308,608.00	92%	$ 25,329.00

Change Order Summary

	Additions	Deductions	Net Change
Change Order No. [X]	$ -	$ -	$ -
Change Order No. [X]	$ -	$ -	$ -
Change Order No. [X]	$ -	$ -	$ -
Change Order Totals	$ -	$ -	$ -

EJCDC C-620 Contractor's Application for Payment
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Stored Materials Summary **Contractor's Application for Payment**

Owner:	City of Dilworth	**Owner's Project No.:**	
Engineer:	Moore Engineering, Inc.	**Engineer's Project No.:**	30804
Contractor:	KPH, Inc.	**Contractor's Project No.:**	26-001
Project:	Dilworth Pond Maintenance		
Contract:			

Application No.: 3 **Application Period:** **From** 04/04/26 **to** 05/01/26 **Application Date:** 05/04/26

A	B	C	D	E	F	G	H	I	J	K	L	M
						Materials Stored			Incorporated in Work			
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Previous Amount Stored ($)	Amount Stored this Period ($)	Amount Stored to Date (G+H) ($)	Amount Previously Incorporated in the Work ($)	Amount Incorporated in the Work this Period ($)	Total Amount Incorporated in the Work (J+K) ($)	Materials Remaining in Storage (I-L) ($)
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					Totals	$ -	$ -	$ -	$ -	$ -	$ -	$ -

EJCDC C-620 Contractor's Application for Payment
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AGENDA ITEM NO. 9.A

Resolution 26-25, Calling for a Public Hearing on the Approval of a Proposed Tax Abatement by the City of Dilworth on Certain Property Located Within the City and the Issuance of General Obligation Tax Abatement Bonds

DESCRIPTION:

Staff has initiated the bond financing processing for the Dilworth Community Center project. This will be done by the issuance of tax abatement bonds.

A public hearing calling for a bond sale will be held on Tuesday, May 26th. This resolution formalizes calling for the public hearing.

An Ehler's representative will be in attendance at the May 26th council meeting to present on this matter.

SUGGESTED ACTION:

Motion to approve Resolution 26-25, Calling for a Public Hearing on the Approval of a Proposed Tax Abatement by the City of Dilworth on Certain Property Located Within the City and the Issuance of General Obligation Tax Abatement Bonds.

VOTING REQUIREMENT: Simple Majority of the Voting Quorum

SUBMITTED BY: Peyton Mastera, City Administrator

DEPARTMENT: City Hall

ATTACHMENTS: Resolution 26-25, Calling for a Public Hearing on the Approval of a Proposed Tax Abatement Bonds - Dilworth Community Center Project.pdf

RESOLUTION 26-25

CALLING FOR A PUBLIC HEARING ON THE APPROVAL OF A PROPOSED TAX ABATEMENT BY THE CITY OF DILWORTH ON CERTAIN PROPERTY LOCATED WITHIN THE CITY AND THE ISSUANCE OF GENERAL OBLIGATION TAX ABATEMENT BONDS

BE IT RESOLVED by the City Council (the "Council) of the City of Dilworth, Minnesota (the "City"), as follows:

1.01. The City, pursuant to Minnesota Statutes, Sections 469.1812 to 469.1815, as amended (the "Abatement Act"), is authorized to grant an abatement of the property taxes imposed by the City on parcels of property located within the City, if certain conditions are met, through the adoption of a resolution, specifying the terms of the abatement.

1.02. To finance a new community center (the "Project"), the City is proposing to abate (the "Abatement") the property taxes imposed by the City with respect to the parcels of property which are described in the Notice attached as Exhibit A hereto (the "Property") and issue its general obligation tax abatement bonds (the "Bonds"), in one or more series, in an aggregate principal amount not to exceed $6,260,000, to finance the Project.

The Project may be used for the benefit of qualified 501(c)(3) organizations, in addition to the general public, and the City.

1.03. Pursuant to the Abatement Act, this Council may approve the Abatement only after holding a public hearing on the Abatement, and in compliance with Section 147(f) of the Internal Revenue Code of 1986, as amended, this Council may conduct a public hearing on the issuance of the Bonds to finance the Project.

Section 2. Public Hearing. A public hearing on the proposed Abatement and the issuance of the Bonds to finance the Project is hereby called and shall be held on May 26, 2026, in the City Hall, at approximately 6:00 p.m.

Section 3. Notice. The City Administrator is hereby authorized and directed to cause notice of said hearing to be published at least once in the official newspaper of the City on or before May 13, 2026, which date is not fewer than ten (10) nor more than thirty (30) days before the date fixed for the public hearing.

ADOPTED by the City of Dilworth, the 11h day of May, 2026.

MAYOR: _____
Chad Olson, Mayor

ATTEST: _____
L. Peyton Mastera, City Administrator

AGENDA ITEM NO. 10.A

Consideration, Recommendation to hire DDA Human Resources for City Administrator Recruitment Services

DESCRIPTION:

Before the City Council is consideration of a professional services agreement with DDA Human Resources, Inc. to conduct recruitment services for the City Administrator position.

A total of four proposals were received and reviewed by Mayor Olson, Vice Mayor Nash, and me. Following review and discussion, we are recommending selection of DDA Human Resources to perform a full-service executive search in the amount of $26,000.

DDA's proposal distinguished itself through its comprehensive approach, familiarity with Minnesota local government, and inclusion of one year of leadership development mentoring for the selected candidate. This mentoring component provides added value by supporting onboarding, strengthening leadership capacity, and reducing transition risk, an element not included in the base package of comparable proposals.

The full-service recruitment process includes stakeholder engagement, development of a position profile, national recruitment efforts, candidate screening and evaluation, interview facilitation, and contract negotiation. The anticipated timeline identifies a project kickoff in mid-May, with finalist interviews in August and a projected start date in September 2026.

While the $26,000 fee covers the full recruitment process, additional costs may be incurred at the City’s discretion, such as candidate travel reimbursements (e.g., lodging, flights), or negotiated employment-related expenses (e.g., relocation).

The cost of this service will be absorbed through salary savings resulting from the City Administrator transition, which are distributed across multiple departments and funds.

To ensure continuity and a successful transition, as the outgoing City Administrator, I intend to provide limited, primarily remote support throughout the recruitment process and onboarding period. This will

include coordination with DDA and assistance in communicating organizational priorities and local nuances, recognizing that each community has unique characteristics.

Staff recommends approval of the agreement with DDA Human Resources, Inc. for executive search services.

SUGGESTED ACTION: Motion to hire DDA Human Resources, Inc. for City Administrator recruitment services, with a recommendation to select the "Full-Service" executive search package.

VOTING REQUIREMENT: Simple Majority of the Voting Quorum

SUBMITTED BY: Peyton Mastera, City Administrator

DEPARTMENT: City Hall

ATTACHMENTS: DDA Proposal.pdf

DDA Cover Letter.pdf

CITY OF DILWORTH

City Administrator Recruitment

Proposal & Scope of Work

Submitted by **DDA Human Resources, Inc.**

May 3, 2026

DDA
Human Resources, Inc.
a David Drown Associates Company

Prepared by:
Liza Donabauer
Management Consultant

CONTENTS OF THE PROPOSAL

- Description of the Firm
- Service Structure & Approach
- Service Team
- Process Details
- Timeline
- List of Clients
- Fee
- Assurance
- References
- Acceptance
- Addendum

DESCRIPTION OF THE FIRM

DDA Human Resources, Inc. (DDA HR) is a Minnesota-based consulting firm dedicated to serving the human resources needs of local governments. Established as an affiliate of David Drown Associates (DDA), the company was created in response to the growing demand for HR consulting services within the public sector. DDA has served hundreds of cities and counties for over 25 years, while DDA HR has provided human resource services for more than 12 years.

DDA HR's foundation was shaped by the expertise and vision of Gary Weiers, whose leadership was instrumental in building our executive search and HR consulting services from the ground up. Gary's reputation for integrity, thoroughness, and a deep understanding of Minnesota's public sector set the standard for our work. While he is no longer engaged in day-to-day client services, his influence continues to guide our values, processes, and commitment to exceptional service.

The DDA HR team includes nine experienced practitioners, many former Administrators and HR leaders, who bring hands-on knowledge of local government operations. We are known for a nimble, efficient, and personal approach that delivers tailored solutions at fair and transparent prices, supported by a robust network and deep understanding of the statewide public sector landscape.

Core Services

- Executive Search & Recruitment
- Organizational Studies
- Performance Appraisals
- Classification & Compensation Studies
- Ongoing Maintenance of Classification and Compensation Systems
- Leadership Development Mentoring
- Strategic Planning/Goal Setting Facilitation
- Council/Staff Relationship Building
- MN County HR Technical Assistance Program (through partnership with AMC)

SERVICE STRUCTURE & APPROACH

DDA Human Resources, Inc. offers flexible executive search services that can be tailored to meet the unique needs of each client. Our offerings include full-service recruitment as well as a comprehensive à la carte menu of services that can be combined to create a customized search process. The following sections outline our **full-service search process.**

Our full-service search is an end-to-end process that includes every stage of recruitment from initial input, salary comparisons, and review of job description, to preparing an employment agreement offer for the Council to approve. This package is ideal for clients seeking a thorough, all-inclusive process. Full-service searches include a one-year placement guarantee and one year of leadership development mentoring for the selected candidate.

SERVICE TEAM

LIZA DONABAUER – PROJECT LEAD



Liza is a Management Consultant specializing in Executive Search Services. Since joining DDA HR, she has conducted more than 75 searches for Administrators/Managers, Department Directors, and Executive Directors. She has public administration experience at both the city and county levels in Kansas and Minnesota. She began in Wright County providing administrative support to the Commissioners, Coordinator, and Human Resources Department, later serving as City Clerk in Clearwater, Kansas, and City Administrator in Arlington, Minnesota. Her career has focused on human resource management, community engagement, and leadership development.

Liza holds an MBA with an emphasis in Public Administration from the College of St. Scholastica and is a Certified Diversity and Inclusion Recruiter and AI and Sourcing Recruiter through AIRS®.

Liza will serve as the Project Lead.

Contact Information:
liza@daviddrown.com
612-920-3320 x111
P.O. Box 534
Waconia, MN 55387

Organizations/Affiliations

Liza enjoys working with public administration colleagues through her involvement in:

- MCMA, a state affiliation of ICMA
- MCMA Women in the Profession Committee
- MCMA Annual Conference Planning Committee
- MCMA Education & Outreach Committee
- As Founder of MCMA Hiking in the Profession
- Secretary, Board of Directors, Minnesota Municipal Power Agency (MMPA)
- Publicity Committee for City Clerks & Municipal Finance Officers Association (KS)

PAT MELVIN



Pat joined DDA HR in 2021 as a Management Consultant specializing in Executive Search Services. He has served in a variety of local government leadership roles, progressing from Special Projects Administrator in Wright County to County Administrator in McLeod County. He also served as City Administrator for Arlington and Minnetonka Beach, Minnesota. His county and city government experience includes policy development, budgeting, human resources (including recruitment), payroll, benefits and workplace investigations, capital improvement planning, contract negotiations, grievance settlements, and management of a group self-insured health insurance plan.

Pat holds a degree in Government and Management from Saint John's University and a master's degree in Public Administration Studies from the University of Minnesota – Mankato, which he earned while working for the City of Edina, a MN Plan B City. Pat will assist with recruitment and consulting as needed.

Contact Information:
pat@daviddrown.com
612-920-3320 x116
3620 Northome Ave
Wayzata, MN 55391

Organizations/Affiliations

Pat enjoys working with public administration colleagues through his involvement in:

- AMC (Association of Minnesota Counties
- MCMA (Minnesota City/County Managers Association)
- ICMA (International City/County Managers Association)

LIZ FOSTER

Since joining DDA in 2015, Liz has been involved in over 175 executive search processes and other human resource projects. With certifications as a Professional Recruiter, AI and Sourcing Recruiter, Diversity and Inclusion Recruiter, and Internet Recruiter through AIRS®, Liz performs Recruitment Only search services for clients looking for assistance hiring those hard-to-fill positions.

In addition to recruitment, Liz provides support and assistance to the Management Consultants within the Human Resources Division. While assisting our Management Consultants, some of Liz's duties include community research, creating position profiles and advertisements, posting position openings, assembling interview materials for our clients, and providing other general administrative support to our Management Consultants.

Liz will provide administrative support for this project.



Contact Information:
liz@daviddrown.com
612-920-3320 x108
605 25th Ave NW
Austin, MN 55912

BART FISCHER – AFFILIATE PARTNER

Bart joined DDA Human Resources in 2023 as a Management Consultant, providing leadership development mentoring, organizational consulting, strategic planning facilitation, and executive search services.

In 2026, Bart Fischer launched Fischer Leader Resources to focus exclusively on leadership development mentoring, based on the understanding that leadership risk is highest immediately following a hire. New leaders must quickly interpret organizational culture, establish credibility, and manage complex relationships, often without structured support. Post-hire leadership mentoring reduces transition risk, accelerates onboarding, and helps leaders avoid early missteps that can undermine trust, performance, and retention.

Bart remains a trusted partner of DDA Human Resources, providing one-on-one Leadership Development Mentoring focused on leadership effectiveness, relationships, and emotional intelligence. With more than 20 years of public sector experience, including service as Assistant City Administrator in Newport and Chaska and City Administrator in Falcon Heights and Oakdale, Minnesota, Bart offers practical, real-time guidance grounded in lived experience.

Bart will be providing the Leadership Development Mentoring service for this project.



Contact Information:
bart@daviddrown.com
612-920-3320 x119
7383 Hyde Ave S
Cottage Grove, MN 55016

PROCESS DETAILS

STEP 1: PROJECT KICK-OFF & INFORMATION GATHERING

DDA HR will gather and assemble background information pertaining to the organization and position. In addition, Liza will meet individually with Council members and other key stakeholders to review the hiring process and discuss candidate attributes, experience, and other important qualifications. Others will be interviewed at the direction of the organization. At the same time, the job description will be reviewed and updated as needed, and we will gather relevant comparative salary information for consideration. As part of the information gathering process, Liza will also conduct a Workplace Climate Assessment to capture a high-level snapshot of your organization's current strengths and weaknesses. This brief analysis gathers feedback from key stakeholders on the strengths, challenges, opportunities, and threats within the organization, providing valuable context for the recruitment process.

Deliverables:

- Information gathering via interviews with stakeholders and others as identified.
- DDA HR receives information from the City such as organizational chart, logos/images, budgets, existing job description, etc.
- Consultant will review the scope of the process and timeline.
- Results of Workplace Climate Assessment.

STEP 2: DEVELOPMENT OF POSITION PROFILE

Based on the information received from the City, DDA HR will develop a professional position profile that is customized to present the organization in the most positive manner and provide prospective candidates with meaningful information. A draft will be presented to the Council for consideration and approval prior to advertising. For a sample profile, see Addendum A.

Deliverables:

- Draft profile sent to City.

STEP 3: REVIEW AND APPROVE PROFILE AND SCOPE OF WORK

DDA HR will meet with the Council to review and approve the draft profile, salary range, job description, and scope of work.

Deliverables:

- Review and approval of draft profile, salary range, job description, and scope of work.

STEP 4: RECRUITMENT AND ADVERTISEMENT

DDA HR will make direct contact with possible candidates including those who are not active job seekers or traditional candidates. In addition, we comprehensively advertise the position. These efforts will include local, regional, and national outreach. In today's job market, it is important to reach candidates in ways that were not necessary even five years ago. Our efforts have resulted in 41% of candidates applying from outside of Minnesota. This means that 59% of candidates still are from within the state, so comprehensive strategies are needed.

To address the current competitive market, we utilize advanced sourcing tools through LinkedIn Recruiter, allowing us to proactively identify and engage qualified candidates. LinkedIn remains one of the largest professional networks, providing access to a vast pool of both active and passive candidates. Through targeted searches, refined filters, and direct outreach capabilities, we are able to identify individuals whose experience and background align with the position and connect with them in a professional, career-focused environment. This approach enhances our ability to build a strong and diverse candidate pool while maintaining a personalized recruitment process.

Local efforts (within Minnesota) will include:

- Direct outreach to candidates
- League of Minnesota Cities
- Association of Minnesota Counties
- GovernmentJobs.com
- University of Minnesota
- Minnesota Private College Consortium- Augsburg University, Bethel University, Carleton College, College of Saint Benedict, The College of St. Scholastica, Concordia College, Gustavus Adolphus College, Hamline University, Saint John's University, Saint Mary's University, St. Catherine University, St. Olaf College, and the University of St. Thomas
- Minnesota State Colleges and Universities- Bemidji State University/Northwest Technical College, Metro State University, Minnesota State Universities of Moorhead & Mankato, Southwest Minnesota State University, St. Cloud State University, and Winona State University
- Minnesota City County Management Association
- LinkedIn

Regional Outreach

- Direct outreach to candidates
- South Dakota Municipal League
- Iowa League of Cities
- League of Wisconsin Municipalities
- Over 20 universities outside of Minnesota throughout the upper Midwest
- Universities of Iowa, Wisconsin, South Dakota, Nebraska
- LinkedIn

Nationwide Outreach

- Direct outreach to candidates
- National Association of County Administrators
- International City/County Management Association
- Women Leading Government
- International Network of Asian Public Administrators
- LinkedIn

The simple DDA HR online application process will be used. This system enables us to efficiently manage applicant flow, and corresponding reference information, and allows us to communicate with each applicant quickly and effectively. We are known for our communication with both the applicant and our client which engages and informs both parties of each step. Additionally, our system also allows us to access, review, and evaluate thousands of prior applicants who may not be actively seeking a job but who may be open to the "right opportunity."

Deliverables:

- Advertising outreach begins with posting on identified websites and social media platforms.
- Direct contact through established professional networks.
- We utilize our database of identified prospective candidates to contact via email or phone call.

STEP 5: INITIAL SCREENING AND REVIEW

DDA HR will complete a comprehensive analysis of every application received and determine approximately 8-12 semifinalists based on job related criteria and desired attributes to complete a video interview. Our clients have most notably been pleased with the video interview component of our process. Video interviews allow our clients to gain additional insight into the candidate's education, experience, personality, as well as their ability to think on their feet, all of which have been said to help lay the foundation for the final interview process. Access to, and viewing of, this information is as simple as clicking on a link from the individual client's laptop, phone, or smart device in a location and at a time that is convenient for them.

Each semifinalist will also complete an information disclosure which gives the candidate an opportunity to proactively address any personal or professional incidents that could be viewed as reflecting negatively on job performance, qualifications, ethics, or other factors. They will also complete a Work Personality Index Select, which assesses the personal characteristics and tendencies that influence an individual's job performance. For more information about the Work Personality Index Select, see Addendum B.

About one week prior to selecting finalists for interviews, the information disclosure, video interview, personality index, cover letter, and resume from each of the semifinalists will be made available to the Council for viewing. This will allow ample time to comprehensively review candidates prior to determining who to bring in for final interviews. Upon reviewing this introductory material, DDA HR will then assist the Council in selecting finalists for interviews. After the Council selects finalists, those not selected will be notified by DDA HR.

Candidate confidentiality when the Council is deliberating is maintained by assigning and referring to each semifinalist as a number. The candidate's names and certain background information are considered public once they are chosen as a finalist.

Deliverables:

- List of approximately 8-12 semifinalists with cover letter, resume, and video interview.
- Results of Work Personality Index Select.
- Results of information disclosure.
- Confirm interview schedule and logistics.
- DDA HR will contact candidates not selected as finalists.

STEP 6: SELECTION

After the Council selects finalists, DDA HR will complete comprehensive background screenings including criminal history, civil court history, verification of education, driver's license review, credit check, and other items. Along with background checking all finalists, DDA HR will conduct character references with current and/or former employers to get a good understanding of each candidate's role and responsibilities, performance and strengths, leadership and management style, communication and interpersonal skills, community engagement, areas for improvement, and overall fit. In addition, DDA HR will administer an Intellect Profile which measures verbal reasoning, mathematical and logical reasoning, and overall mental aptitude. For more information about the Intellect Profile, see Addendum C.

Early in the search process, Liza will discuss interview possibilities including leadership staff participation or options for community involvement through a meet and greet event or interview panel, stakeholder interviews, and full Council interviews, a community tour, lunch with leadership staff, or other functions. Liza will work with organization staff to coordinate all interview logistics.

Prior to interviews, Liza will prepare questions and then facilitate all interviews and other activities the Council determines appropriate. Our goal is to make the process smooth and painless so you can focus all your energy

on finding the right person for the job, minimize staff disruptions, and not have to take on the additional burden of managing the hiring process.

Approximately one week prior to the final interview process, the Council will have access to each of the finalists' application materials, video interview, background check results, reference information, information disclosure, a work personality report, and an intellectual profile.

Deliverables:

- List of 3 to 5 finalists, confirming interview schedule and logistics.
- Video Interview.
- Summary of references and background checks.
- Work Personality Index Select and Intellect Profile reports.
- Information Disclosure.
- Cover letter and resume.
- Press release.

STEP 7: OFFER & AGREEMENT

After the interviews conclude, Liza will assist the Council in its deliberations. Then, working with a designated subcommittee, she will draft an employment agreement, present an offer to the selected finalist, and negotiate terms in alignment with the parameters established by City Council.

Deliverables:

- Summary of references and background check.
- Draft employment agreement.
- Present offer to recommended candidate.
- Negotiate agreement terms.
- DDA HR will contact those not selected.

STEP 8: LEADERSHIP DEVELOPMENT MENTORING

As a commitment to the long-term success of the new City Administrator, DDA Human Resources, Inc. will provide one year of leadership development mentoring to the new City Administrator following the hire. The goal of the program is to partner with the organization and the new City Administrator to ensure a successful transition into the new role.

Deliverables:

- Ten, 1.5 hour, in-person or virtual meetings with dedicated mentor, Bart Fischer of Fischer Leadership Resources, and communication with this mentor outside of regular meetings when needs and challenges arise.
- Onboarding support, strengthening leadership capacity, and ensuring alignment with organizational priorities and goals.
- Provide the Council with quarterly updates on mentoring focus, progress, and next steps for new City Administrator.

TIMELINE

This timeline is tentative. The final timeline will be set after the City's decision to proceed. The dates highlighted in yellow indicate required City participation.

ITEM	TASK	COMPLETION DATE
Decision by Council to proceed		May 11, 2026
Project Kick-off & Information gathering	▪ Meet with staff, stakeholders, and each member of the Council ▪ Gather all pertinent background information and review job description ▪ Review scope of process	May 19 & 20, 2026 (in-person or virtual)
Professional position profile	Develop position profile and advertisement.	June 1, 2026
Approve position profile and scope of work	Council approves profile, job description, salary range, scope of work, and timeline.	June 8, 2026 (virtual)
Candidate recruitment	▪ Post position upon approval of profile ▪ Comprehensively advertise ▪ Direct outreach and recruitment of prospective candidates	June 9, 2026- July 7, 2026
Screening of applicants	DDA HR will review and rank applicants based on job related criteria & desired attributes and select semifinalists.	July 8, 2026
Personality Index & Video Interview	DDA HR will administer a Work Personality Index Select and Video Interview to all semifinalists.	July 19, 2026
Selection of finalists	▪ Council selects finalists for interviews. ▪ DDA HR will notify candidates not selected as finalists.	July 27, 2026 (in-person)
Finalist Evaluation	DDA HR will conduct the following on the finalists: ▪ Background checks (criminal, education, credit, motor vehicle, etc.) ▪ Comprehensive reference checks ▪ Intellect Profile (measures verbal reasoning, mathematical and logical reasoning, and overall mental aptitude)	August 11, 2026
Finalist packet	DDA HR will provide the Council information including: ▪ Summary of references ▪ Results of background checks ▪ Intellect Profile and Work Personality Index Select reports ▪ Video interview ▪ Resumes, etc.	August 12, 2026
Interviews	DDA HR will prepare all interview materials and be present at all interviews and other functions to assist in facilitation. It is recommended that Council interviews be at a special meeting.	August 19, 2026 Special Meeting (in-person)
Decision	Council will select candidate for offer.	August 19, 2026
Offer and agreement	DDA HR will present offer to and negotiate an agreement with the recommended candidate based on the parameters established by Council	August 21, 2026
Projected start date	New City Administrator begins.	September 2026
Leadership Development Mentoring	Mentoring begins to support onboarding, strengthen leadership capacity, and ensure alignment with organizational priorities and goals.	October 2026

LIST OF SEARCH CLIENTS FROM THE PAST THREE YEARS

In addition to the specific references listed on the following page, the organization is encouraged to speak with any of the entities listed below:

2026	Client	Recruitment
	City of Staples, MN	Economic Development Director
	City of Morris, MN	City Manager
	SEMMCHRA	Chief Executive Officer
	Steele County, MN	Finance Director

2025	Client	Recruitment
	City of Granite Falls, MN	Finance Director
	City of Biwabik, MN	City Administrator
	Three Rivers Park District	Chief Financial Officer
	City of Woodbury, MN	Human Resources Manager
	Cook County, MN	County Administrator
	Lake Minnetonka Conservation District	Executive Director
	City of St. Paul Park, MN	City Administrator
	City of Lino Lakes, MN	City Administrator
	Kandiyohi County Economic Development	Executive Director
	City of St. Paul Park, MN	Public Works Supervisor
	Minnesota Inter-County Association (MICA)	Executive Director
	City of Jackson, MN	City Administrator
	City of Red Wing, MN	Council Administrator

2024	Client	Recruitment
	Willmar Municipal Utilities	General Manager
	City of Watertown, MN	City Administrator
	City of Red Wing, MN	Finance & Accounting Manager
	City of Granite Falls, MN	Finance Director
	Anoka County, MN	County Administrator
	Dakota County, MN	County Manager
	Cottonwood County, MN	County Attorney
	City of Maple Lake, MN	City Administrator
	Becker County, MN	County Administrator
	City of Waverly, MN	City Administrator/Clerk
	Mahnomen County, MN	County Administrator
	Steele County, MN	County Administrator
	City of Waconia, MN	Public Services Director
	City of Faribault, MN	City Administrator
	City of Red Wing, MN	Human Resources Manager

DDA is currently conducting searches for the Cities of Arlington, Benson, Edina, Inver Grove Heights, Melrose, Montgomery, Norwood Young America, and Waconia, Minnesota, the Albert Lea Economic Development Agency, the Arrowhead Regional Development Commission, Minnesota Counties Information Systems, and Pioneerland Library System.

FEE

The fee for a **Full-Service Executive Search** process is $26,000, payable at the completion of the search. This all-inclusive fee covers professional services and all expenses including consultant's travel, advertising, personality index, intellectual profile, background checks on all finalists, etc. If the course of the full-service search process is followed as put forth in the approved scope of work and no candidate is selected, we will repeat the recruitment once at no additional professional fee. The organization will only be responsible for paying an expense charge of $5,000.

However, there is an á la carte menu on the following page for the client to select a suite of services that best suits their unique needs.

If the City chooses to offer a travel stipend or reimbursement for expenses of the candidates, that cost is handled directly between the organization and the candidates. DDA HR would be available to provide input and guidance on this item.

ASSURANCE

Recruiting local government leaders is increasingly complex due to factors such as demographic shifts, the perception and attractiveness of public service careers, compensation and benefits, the political and organizational environment, evolving workforce expectations, and geographic or lifestyle considerations.

To address these challenges, DDA HR offers assurances that reflect our commitment to your satisfaction and confidence in our ability to secure the right candidate. Our goal remains unchanged: to deliver the best possible candidates through a thorough, transparent, and results-driven process.

Under the **Full-Service Executive Search** model, if the newly hired City Administrator leaves the organization for any reason within the first 12 months of employment, DDA HR will conduct one additional search at no professional service fee; the organization will only be responsible for an expense charge of $5,000.*

Additionally, every **Full-Service Executive Search** includes one year of leadership development mentoring provided by dedicated mentor, Bart Fischer. This program includes ten monthly in-person or virtual sessions, along with on-call support, to help your new City Administrator successfully navigate their first year, build strong relationships, and deliver results for your organization and community.*

**The organization's eligibility for the one-year guarantee is contingent upon the new City Administrator's attendance at a minimum of 8/10 of the scheduled leadership development mentoring sessions.*

REFERENCES

Deborah Zorn
Board Member, Vice-Chair
Lake Minnetonka Conservation District (LMCD)
Executive Director Search
Phone Number: 612-889-3767
Email: dzorn@lmcd.org

Janie Farrar
Council President, City of Red Wing
Council Administrator Search
Phone Number: 651-246-1159
Email: janie.farrar@redwingmn.gov

ACCEPTANCE

The undersigned acknowledges receipt of and agreement to the terms outlined in this proposal and authorizes DDA Human Resources, Inc. to proceed with the agreed-upon services.

Please select the services to be provided (check all that apply):

☐ **Full-Service Executive Search** - $26,000 (Includes all of the á la carte services, one-year guarantee, and one year of Leadership Development Mentoring)

☐ **Enhanced Recruitment Package** - $15,500 (does not include guarantee or leadership development mentoring)

Includes:

- Ad Placement and Active Sourcing
- Initial Applicant Screening
- Video Interviews (8 candidates)
- Work Personality Index (8 candidates)
- Background Check (4 candidates)
- Custom Interview Questions, Facilitation Guides, Scheduling & Logistics Support
- Onsite Interview Day Coordination

☐ **Focused Recruitment Package** - $12,000 (bundles the **Full Preparation Package** and **Advertising & Recruitment**) (does not include guarantee or leadership development mentoring)

☐ **À La Carte Services** - Select individual services or combine bundles to create a custom package.

Preparation & Position Definition

☐ Job Description Review & Update - $750
☐ Market Salary Analysis - $900
☐ Stakeholder Input Session - $1,200 (required if selecting Workplace Climate Assessment)
☐ Workplace Climate Assessment - $800 (may only be selected if Stakeholder Input Session is also selected)
☐ **Bundle: Full Preparation Package - $3,500**

Advertising & Recruitment

☐ Position Profile Creation - $1,500
☐ Ad Placement and Active Sourcing - $7,500
☐ **Bundle: Advertising & Recruitment - $8,850**

Screening & Assessment

☐ Initial Applicant Screening (up to 20 apps) - $1,200
☐ Video Interviews - $200/candidate
☐ Reference Check (up to 3 references) - $675/candidate
☐ Background Check - $500/candidate
☐ Work Personality Index - $125/candidate
☐ Intellect Profile - $125/candidate

Interview Coordination & Selection

☐ Custom Interview Questions, Facilitation Guides, Scheduling & Logistics Support - $1,200
☐ On-Site Interview Day Coordination - $1,200
☐ Offer & Negotiation Support - $1,000
☐ **Bundle: Finalist Phase - $3,300**

Authorized Representative

Name: _____

Title: _____

Signature: _____

Date: _____

Addendums

Addendum A: Sample Position Profile

Addendum B: Work Personality Index Information

Addendum C: Intellect Profile Information

Addendum D: Additional Services

DDA
Human Resources, Inc.
a David Drown Associates Company

Waconia Office:
P.O. Box 534
Waconia, MN 55387
(612) 920-3320 x111 | fax: (612) 605-2375
liza@daviddrown.com
www.ddahumanresources.com

May 3, 2026

Mayor & City Council
City of Dilworth
2 1st Avenue SE
Dilworth, MN 56529

Dear Honorable Mayor Olson and Members of the Council,

Thank you for the opportunity to submit a proposal to assist the City of Dilworth with a search for your next City Administrator. Our firm has extensive experience with local governments, and we thoroughly understand the complexities faced by local governments in Minnesota. DDA HR uses a proven, comprehensive process ensuring clients can identify the best candidate for their organization and community.

The attached proposal includes several elements that set us apart in our approach to providing this service.

Highlights include:

- **Local Government Expertise:** Deep understanding of Minnesota local government, led by former City and County Administrators
- **Objective Process:** Neutral, third-party perspective to support a focused, professional, and defensible hiring process
- **Position Profile:** Development of a high-quality, professional recruitment profile that presents the City effectively
- **Recruitment & Outreach:** Comprehensive advertising and proactive outreach to reach both active and passive candidates
- **Proven Experience:** Extensive experience conducting executive searches for Minnesota cities and counties
- **Reliable Timeline:** Strong track record of meeting established deadlines
- **Enhanced Screening Tools:** Video interviews, Work Personality Index, and intellectual assessments to provide deeper candidate insight
- **Council-Driven Selection:** Equipping the Council with the information needed to make informed interview decisions
- **Candidate Communication:** Clear, consistent communication throughout the process
- **Comprehensive Vetting:** Background and reference checks conducted on all finalists
- **Leadership Transition Support:** One year of leadership development mentoring to support onboarding and long-term success
- **Transparent Pricing:** All-inclusive, not-to-exceed pricing with no unexpected costs

Thank you for your consideration. We welcome the opportunity to discuss this proposal further.

Sincerely,

Liza M. Donabauer

Liza Donabauer, Management Consultant
DDA Human Resources, Inc.
Enclosures

AGENDA ITEM NO. 10.B

Public Hearing: Resolution 26-27, Miscellaneous Assessment for an Unpaid Curb Stop Repair Invoice at 202 1st Avenue SE - Judy Berquam

DESCRIPTION:

This resolution is to certify to taxes an outstanding bill ($7,367.00) for an unpaid curb stop repair invoice at 202 1st Avenue SE (property owner: Judy Berquam).

SUGGESTED ACTION: Approve Resolution 26-27, Miscellaneous Assessment for an Unpaid Curb Stop Repair Invoice at 202 1st Avenue SE - Judy Berquam

VOTING REQUIREMENT: Simple Majority of the Voting Quorum

SUBMITTED BY: Angela Miller, Administrative Assistant

DEPARTMENT: City Hall

ATTACHMENTS: Certify Curb Stop Repari 202 1st Ave SE.pdf

2 First Avenue SE
P.O. Box 187
Dilworth, MN 56529

City of Dilworth

Office 218-287-2313
cityhall@ci.dilworth.mn.us
www.cityofdilworth.com

NOTICE OF INTENT TO CERTIFY CURB STOP REPAIR CHARGES TO BE COLLECTED WITH TAXES

Date: April 13, 2026

Owner: Judy Berquam

Mailing Address: PO Box 354, Dilworth, MN 56529

Service Address: 202 1st Ave SE, Dilworth, MN 56529

This letter is your notice that the city is preparing to certify or add the curb stop repair charges to your property taxes at the regularly scheduled City Council meeting on Monday, May 11, 2026, at 6:00 PM in the Council Chambers of City Hall, located at 2 First Ave SE, Dilworth, MN.

Delinquent amount	$ 7,367.00
Administrative cost (10%)	$ 736.70
Total Amount to be Certified	$ 8,103.70

To make payment, return this letter with a check payable to the City of Dilworth, PO Box 187, Dilworth, MN 56529 in the amount of $7,367.00 or in person at Dilworth City Hall, 2 First Ave. SE, between 8:00 a.m. to 5:00 p.m., Monday through Friday. Payment must be received on or before Wednesday, May 6, 2026.

A hearing will be held at the above-mentioned City Council meeting, and you will have a chance to address the City Council at this time, if you desire. If these unpaid charges for the property described above are not paid, the City Council will certify them to the Clay County Auditor to be collected along with property taxes. The unpaid charges will not be certified for payment with taxes before the hearing.

If you have any questions, do not hesitate to contact Dilworth City Hall at 218-287-2313 or by email: cityhall@ci.dilworth.mn.us.

THIS IS THE ONLY NOTICE YOU WILL RECEIVE BEFORE THE CITY COUNCIL WILL CERTIFY YOUR UNPAID CHARGES TO BE COLLECTED WITH YOUR PROPERTY TAXES.

AGENDA ITEM NO. 10.C

Public Hearing: Resolution 26-28, Miscellaneous Assessment Hearing for Unpaid Utility Bill at 404 2nd Avenue NW - KAH Homes LLC

DESCRIPTION: Resolution 26-28 is to certify to taxes an outstanding bill ($437.07) for an unpaid utility services at 404 2nd Avenue NW (property owner: KAH Homes LLC).

SUGGESTED ACTION: Approve Resolution 26-28, Assessment of Unpaid Utility Bill at 404 2nd Avenue NW, Dilworth, MN 56529 - KAH Homes LLC.

VOTING REQUIREMENT: Simple Majority of the Voting Quorum

SUBMITTED BY: Angela Miller, Administrative Assistant

DEPARTMENT: City Hall

ATTACHMENTS: Unpaid Utility Bill 404 2nd Ave NW.pdf

2 First Avenue SE
P.O. Box 187
Dilworth, MN 56529

City of Dilworth

Office 218-287-2313
cityhall@ci.dilworth.mn.us
www.cityofdilworth.com

NOTICE OF INTENT TO CERTIFY UTILITY BILL CHARGES TO BE COLLECTED WITH PROPERTY TAXES

Date: April 15, 2026

Owner: KAH Homes LLC

Mailing Address: 1100 32nd Ave S, Ste H, Moorhead, MN 56560

Service Address: 404 2nd Ave NW, Dilworth, MN 56529

This letter is your notice that the City of Dilworth is preparing to certify or add the utility bill charges to your property taxes at the regularly scheduled City Council meeting on Monday, May 11, 2026 at 6:00 PM in the Dilworth City Council Chambers, located at 2 First Ave SE, Dilworth, MN.

Delinquent amount	$ 437.07
Administrative cost (10%)	$ 43.71
Total Amount to be Certified	**$ 480.78**

To make payment, return this letter with a check payable to the City of Dilworth, PO Box 187, Dilworth, MN 56529, in the amount of $437.07 or in person at Dilworth City Hall, 2 First Ave. SE, between 8:00 a.m. to 5:00 p.m., Monday through Friday. Payment must be received on or before Wednesday, May 6, 2026.

A hearing will be held at the above-mentioned City Council meeting and you will have a chance to address the City Council at this time, if you desire. If these unpaid charges for the property described above are not paid, the City Council will certify them to the Clay County Auditor to be collected along with property taxes. The unpaid charges will not be certified for payment with taxes before the hearing.

If you have any questions, do not hesitate to contact Dilworth City Hall at 218-287-2313 or by email: cityhall@ci.dilworth.mn.us.

THIS IS THE ONLY NOTICE YOU WILL RECEIVE BEFORE THE CITY COUNCIL WILL CERTIFY YOUR UNPAID CHARGES TO BE COLLECTED WITH YOUR PROPERTY TAXES.

CITY OF DILWORTH

Printed: 04/15/2026

Due: 04/27/2026

Account: 070550-00 **Web ID:** 3746
Customer Name: AM HOMES LLC
Service Address: 404 2ND AVE NW

Current Reading: 0 03/25/2026
Previous Reading: 0 02/25/2026
Usage: 0

Service	Charges	Past-Due	Balance
WATER	14.28	28.56	42.84
SEWER-WASTEWTR	16.99	33.98	50.97
SOLID WASTE	85.08	170.16	255.24
SOLID WASTE TAX	8.30	16.60	24.90
FORESTRY	8.00	16.00	24.00
PEST CONTROL	8.80	17.60	26.40
FORCEMAIN - MHD	24.00	48.00	72.00
STORM WATER FEE	24.00	48.00	72.00
CLEAN WATER ACT	1.27	2.54	3.81
PENALTY	43.71	55.63	99.34
Totals:	234.43	437.07	671.50

>>>> PLEASE PAY $ 671.50 <<<<

REMIT PAYMENT TO:
CITY OF DILWORTH
PO BOX 187, DILWORTH, MN 56529
(218) 287-2313

AM HOMES LLC
1100 32ND AVE S STE H
MOORHEAD MN 56560

Web ID: 3746

AGENDA ITEM NO. 12.A

Bills to be approved for May 11, 2026

DESCRIPTION: N/A

SUGGESTED ACTION: Motion to approve the bills for May 11, 2026

VOTING REQUIREMENT: Simple Majority of the Voting Quorum

SUBMITTED BY: Jessica Malvin, Administrative Assistant

DEPARTMENT: Finance

ATTACHMENTS: 05-11-2026 APAY.pdf

CITY OF DILWORTH

BILLS TO BE APPROVED FOR PAYMENT - MAY 11, 2026

#	Description		Amount
GENERAL GOVT.-EXECUTIVE EXPENDITURES			
	LEAGUE OF MINNESOTA CITIES		$ 1,060.00
	Annual conference - Steichen & Nash		
GENERAL GOVT.-CITY CLERK EXPENDITURES			
	OFFICE OF THE SECRETARY OF STATE		$ 120.00
	Notary application - Malvin		
GENERAL GOVT.-FINANCIAL ADMINISTRATION EXPENDITURES			
	AMAZON BUSINESS		$ 53.27
	Envelopes, desk organizer, & letter head		
	LOFFLER		$ 64.64
	Copier prints		
	RUNNINGS		$ 3.99
	Light switch		
GENERAL GOVT.-LEGAL AND AUDIT EXPENDITURES			
	FORUM COMMUNICATIONS COMPANY		$ 107.63
	Notice of public hearing		
	OHNSTAD TWICHELL, P.C.		$ 1,244.53
	General city matters	1,195.53	
	White Earth consultation (2/3 reimbursable)	49.00	
	PEMBERTON, SORLIE, RUFER & KERSHNER, P.L.L.P.		$ 454.00
	Police department questions		
PLANNING & ZONING EXPENDITURES			
	LORSUNG, DONALD		$ 861.84
	21 hours part-time @ $41.04hr for April 13 - 26, 2026		

CITY OF DILWORTH

BILLS TO BE APPROVED FOR PAYMENT - MAY 11, 2026

#	Description	Amount
PUBLIC SAFETY-POLICE EXPENDITURES		
	HOVERSTEN, ELIAS 6.5 hours overtime @ $65.30/hr for April 13 - 26, 2026	$ 424.45
	MONAGHAN, LANE 1.77 hours training officer @ $1.77/hr for April 13 - 26, 2026	$ 138.06
	PAGE, JEVON 40 hours part-time @ $18.65/hr for April 13 - 26, 2026	$ 746.00
	SORENSON, IAN 10 hours part-time @ $18.65/hr for April 13 - 26, 2026	$ 186.50
	STETZ, JACOBE 3 hours court @ $55.91/hr for April 13 - 26, 2026 4 hours overtime @ $55.91/hr for April 13 - 26, 2026	$ 391.37
	TURNEY, KANE .5 hours overtime @ $50.25/hr for April 13 - 26, 2026	$ 25.13
	AMAZON BUSINESS Trash bags	$ 45.69
	HOWITZER, HAIDER NCI repairs & docking issues	$ 1,000.00
	FLEET SERVICES Vehicle lease - two 2026 Durangos	$ 1,398.00
	LOFFLER Copier prints	$ 46.01
	PEPERBALL Training - Dannhoff	$ 650.00

CITY OF DILWORTH

BILLS TO BE APPROVED FOR PAYMENT - MAY 11, 2026

#	Description		Amount
BUILDING INSPECTION EXPENDITURES			
	SCHROEDER, STEVEN		$ 21,332.75
	Building Inspector retainer for April	850.00	
	Permits for April	13,875.75	
	Plan review fee	6,607.00	
ANIMAL CONTROL EXPENDITURES			
	FM ANIMAL HOSPITAL		$ 259.50
	Services for the month of April		
MAINTENANCE DEPARTMENT EXPENDITURES			
	MILLER, LONNY		$ 281.84
	8 hours oncall @ $29.90/hr for April 13 - 26, 2026		
	CITY OF MOORHEAD		$ 1,098.65
	Street light maintenance		
	DAKOTA ELECTRIC CONSTRUCTION CO INC		$ 12,166.10
	Hwy 10 street light repairs		
	J & M TRUCK SALES INC		$ 3,000.00
	Move axles 2019 freightliner		
	MAC'S		$ 150.00
	Rope for storm pond fountains		
	MAGNELL PLUMBING		$ 475.00
	Toilet repairs		
	MENARDS		$ 219.41
	Waterheater repairs		
	O' REILLY		$ 46.04
	Lights & wiper blades		

CITY OF DILWORTH

BILLS TO BE APPROVED FOR PAYMENT - MAY 11, 2026

#	Description	Amount
PARK FUND EXPENDITURES		
	GREATER MINNESOTA PARKS & TRAILS Annual membership	$ 175.00
	RUNNINGS Hoes handle & light bulbs	$ 123.94
FIRE DEPARTMENT EXPENDITURES		
	CLAREY'S SAFETY EQUIPMENT RAE sensor	$ 503.69
	EMERGENCY SOLUTIONS Monthly service fees	$ 165.00
	HARRIS MOUNTAIN WEST, LLC Electric heat adjustments	$ 675.00
	LOFFLER Copier prints	$ 5.33
	MAC'S Straps, bolts,nuts, washers, & screws	$ 86.67
	MENARDS Water	$ 292.32
	RUNNINGS Bolts	$ 18.79
	UPS STORE 3684 Return shipping	$ 34.49
	VEHICLE RESPONSE TRAINING EV training 04/27/2026	$ 5,619.70
WATER FUND EXPENSES		
	GOPHER STATE ONE-CALL Locate for the month of April	$ 41.85

CITY OF DILWORTH

BILLS TO BE APPROVED FOR PAYMENT - MAY 11, 2026

#	Description		Amount
SEWER FUND EXPENSES			
	GOPHER STATE ONE-CALL	$	41.85
	Locator for the month of April		
REFUSE FUND EXPENSES			
	THOMPSON, DWIGHT	$	216.00
	16 hours Recycling Center @ $13.50/hr for April 13 - 26, 2026		
	CLAY COUNTY ENVIRONMENTAL HEALTH	$	50.00
	Demolition debris permit		
	FORUM COMMUNICATIONS PRINTING	$	557.69
	Clean up week flyers		
	FUCHS SANITATION INC.	$	2,260.00
	April recycling & compost		
OTHER COMBINATION OF FUNDS			
	702 COMMUNICATIONS	$	1,162.22
	Phone service for the month of April		
	KWIK TRIP	$	300.16
	Fuel for the month of April		
	Police Department		
	MOORE ENGINEERING	$	13,198.00
	Stormwater pond maintenance	3,049.95	
	34th Street industrial park utility extension	10,148.05	
	PETRO SERVE USA	$	3,133.68
	Fuel for the month of April		
	Police Department	1,847.00	
	Maintenance Department	1,140.91	
	Fire Department	145.77	
	RED RIVER VALLEY CO-OP	$	1,709.76
	Street lights for the month of April		

CITY OF DILWORTH

BILLS TO BE APPROVED FOR PAYMENT - MAY 11, 2026

#	Description	Amount
	SRF CONSULTING GROUP 34th Street watermain extension project	$ 20,542.75
	XCEL ENERGY Street lights for the month of April	$ 12,872.28
TOTAL EXPENDITURES		**$ 111,836.57**

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AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

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.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

AGREEMENT made as of the Twenty-fifth day of March in the year Two Thousand Twenty-six
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Dilworth
PO Box 187
Dilworth, MN 56529

and the Contractor:
(Name, legal status, address, and other information)

Security Trading CO INC dba STC Flooring, Inc.
2512 West Main Ave
West Fargo, ND 58078

for the following Project:
(Name, location, and detailed description)

Dilworth Community Center
Dilworth, MN

Project No. 25-011

The Construction Manager:
(Name, legal status, address, and other information)

Gehrtz Construction Services, Inc.
510 4th Ave N
Fargo, ND 58102

The Architect:
(Name, legal status, address, and other information)

Zerr Berg Architects, Inc.
510 4th Ave N
Fargo, North Dakota 58102-4821

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The Owner and Contractor agree as follows.
(Paragraph Deleted)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

(Paragraphs Deleted)

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

Bid Package – 9G Resilient Flooring &
Carpeting

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[X] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

(Paragraph Deleted)

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:
(Check one of the following boxes and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[X] By the following date: September 1, 2027

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete

(Paragraph Deleted)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

[X] Stipulated Sum, in accordance with Section 4.2 below

[ ] Cost of the Work plus the Contractor's Fee, in accordance with Section 4.3 below

[ ] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below.)

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§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be Twenty-five Thousand Four Hundred Thirty-four Dollars and Zero Cents ($ 25,434.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Paragraph Deleted)

Item	Price	Conditions for Acceptance

§ 4.2.3 Allowances, if any, included in the Contract Sum:

(Paragraph Deleted)

Item	Price

§ 4.2.4 Unit prices, if any:

(Paragraph Deleted)

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price
(Paragraph Deleted)

–
N/A

(Paragraphs Deleted)

(Table Deleted)

(Paragraph Deleted)

§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price
(Paragraph Deleted)

–
N/A

(Paragraphs Deleted)

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(Paragraphs Deleted)

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(Paragraphs Deleted)

(Table Deleted)

(Paragraphs Deleted)

(Table Deleted)

(Paragraphs Deleted)

§ 4.5 Liquidated damages, if any:

(Paragraph Deleted)

None

§ 4.6 Other:

(Paragraph Deleted)

None

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the twenty-fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the thirtieth day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall be made by the Owner not later than sixty-five (65) days after the Construction Manager receives the Application for Payment.

(Paragraph Deleted)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported

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by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price

(Paragraph Deleted)

N/A

(Paragraphs Deleted)

§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price

(Paragraph Deleted)

N/A

(Paragraphs Deleted)

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Paragraph Deleted)

5%

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§ 5.1.7.1.1 The following items are not subject to retainage:

(Paragraph Deleted)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(Paragraph Deleted)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, when the Work of this Contract is substantially complete, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted when the Work of this Contract is substantially complete shall not include retainage as follows:

(Paragraph Deleted)

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

See **§ 5.1.3**

§ 5.2.1.3 Submit final paperwork:

1. Two sets of O & M manuals for the Owner's file as applicable
2. One set of As-Builts for the Owner's file as applicable
3. Warranties as applicable
4. Final lien waiver
5. AIA Form G734 – Certificate of Substantial Completion
6. AIA Form G706 – Contractor Affidavit of Payment of Debt & Claims
7. AIA Form G706A – Contractor's Affidavit of Release of Liens
8. AIA Form G707 – Consent of Surety to Final Payments
9.

§ 5.2.2 Final Payment Where the Contract Sum if Based on the Cost of the Work with or without a Guaranteed Maximum Price

(Paragraphs Deleted)

N/A

(Paragraphs Deleted)

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ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(Paragraph Deleted)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Article 15 of AIA Document A232–2019.

[X] Litigation in a court of competent jurisdiction.

(Paragraph Deleted)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor a termination fee as follows:

(Paragraph Deleted)

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price – N/A

(Paragraphs Deleted)

§ 7.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A232–2019, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Section 4.3.2 or 4.4.2, as applicable, of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Paragraph Deleted)

Peyton Mastera
PO Box 187

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Dilworth, MN 56529

§ 8.3 The Contractor's representative:

(Paragraph Deleted)

Alex Schaleben
STC Flooring, West Fargo, ND

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, Insurance and Bonds, and elsewhere in the Contract Documents.

Certificate of Insurance – list Owner, Architect, and Construction Manager as additional insureds (does not apply to supplier only contracts). See General Conditions & Supplementary Conditions for limits. Worker's Compensation in state of project (does not apply to supplier only contracts).

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A132™–2019 and elsewhere in the Contract Documents.

Performance & Payment Bond – contract amount (does not apply to supplier only contracts)

(Paragraph Deleted)

§ 8.7 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

§ 8.8 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

(Paragraphs Deleted)

.2 Drawings

Number	Title	Date
Exhibit 1		

.3 Specifications

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Section	Title	Date	Pages
Exhibit 2			

.4 Addenda, if any:

Number	Date	Pages
A	2.13.26	34
B	2.18.26	65
C	2.20.26	7

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.5 Other Exhibits:

(Paragraph Deleted)

[X] Bid Form

(Paragraphs Deleted)

(Table Deleted)

(Table Deleted)

(Paragraphs Deleted)

This Agreement is entered into as of the day and year first written above.

DocuSigned by:
990D7A5685584A8...

OWNER *(Signature)*

Peyton Mastera, City Administrator
(Printed name and title)

Alex Schaleben

CONTRACTOR *(Signature)*

Alex Schaleben - Project Manager
(Printed name and title)

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SECTION 00 4100
BID FORM

PROJECT:

City of Dilworth
Dilworth Community Center
Dilworth, Minnesota

DATE: THURSDAY, FEBRUARY 26, 2026

Proposal of Security Trading Company, hereinafter called the bidder, a

North Dakota corporation / partnership / an individual, doing business as
(State) (strike out inapplicable terms)

STC Flooring to City of Dilworth, hereinafter called the Owner.

TO THE OWNER:

The bidder in compliance with the Advertisement for Bids for the construction of Dilworth Community Center having examined the plans and specifications with related documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies and to construct the project in accordance with the contract documents within the time set forth therein and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date noted in the Project Construction Schedule included in these specifications and to fully complete the project in the time allotted by this same schedule.

Bidder acknowledges receipt of the following addenda: A,B,C.

Bidder acknowledges the review of Section 00 0150 Bid Packages Scope of Work: AS (initial).

BASE PROPOSAL:

Bidder agrees to perform all of the Construction Work described in the specifications and shown on the plans for the following Bid Package(s) for the sum of money as noted following each Bid Package: (Contractors are required to submit individual bids for each Bid Package. Bidders are allowed to submit combined bids as well.)
Bidder shall include under Base Bid all pertinent allowances described for specific Bid Packages under Section 01 2100 - Allowances.

BID PACKAGE

Number/Name	Amount of Bid
# 9G Flooring	$ 25,434.00
# 9C Tile	$ 61,934.00
#	$
#	$

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ALTERNATE PROPOSALS: See 01 2300 - Alternates for Descriptions

Alternate No. 1A - Site Concrete Upgrades - Enhanced Concrete Finish.
Add/Deduct $_____

Alternate No. 1B - Site Concrete Upgrades - Concrete Coloring & Top Coat.
Add/Deduct $_____

Alternate No. 1C - Site Concrete Upgrades - Steel Rails.
Add/Deduct $_____

Alternate No. 2 - Parking Lot Extension (Asphalt).
Add/Deduct $_____

Alternate No. 3A - Concrete Parking Lot.
Add/Deduct $_____

Alternate No. 3B - Concrete Parking Lot.
Add/Deduct $_____

Alternate No. 4 - Plaza - Grading, Concrete, Lighting.
Add/Deduct $_____

Alternate No. 5A - Interior Upgrades - Prefunction and Activity Room.
Add/Deduct $1100.00

Alternate No. 5B - Interior Upgrades - Meeting Rooms Ceiling.
Add/Deduct $_____

Alternate No. 6A - Food Service Upgrades - Mobile Prep Carts.
Add/Deduct $_____

Alternate No. 6B - Food Service Upgrades - Heating Cabinets.
Add/Deduct $_____

Alternate No. 7 - Honeywell HBS (Fargo Office Branch).
Add/Deduct $_____

Alternate No. 7 - Distech Controls (Climate Control, Fargo, ND).
Add/Deduct $_____

Alternate No. 7 - Wir3d Electric.
Add/Deduct $_____

Alternate No. 7 - Siemens Industry Inc. Apogee. (G&R Controls, Fargo, ND).
Add/Deduct $_____

Alternate No. 7 - Siemens Talon / JCI Explorer / Distech EC-NET 4 (Direct Digital Control, Fargo, ND).
Add/Deduct $_____

Alternate No. 7 - Trane.
Add/Deduct $_____

UNIT PRICES: See 01 2200 - Unit Prices for Descriptions

Unit Price No. 1 - Class 5 - Bid Package 31.
UP-1 $_____ per Cubic Yard.

Unit Price No. 2 - Clay - Bid Package 31.
UP-2 $_____ per Cubic Yard.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 days after the scheduled closing time for receiving bids.

Upon receipt of written notice of acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a surety bond or bonds as required by the specifications.

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Respectfully submitted,

By Alex Schaleben
(signature)

Title Project Manager

Business Address 2512 W Main Ave West Fargo, ND 58078

(SEAL if bid is by a Corporation) _____

Telephone No. 701-361-6983

E-Mail alex@stcflooring.net

END OF SECTION

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Contractor Name STC Flooring

ATTACHMENT A

RESPONSIBLE CONTRACTOR AND CERTIFICATION OF COMPLIANCE

PROJECT TITLE:

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

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

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

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

3. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order.

4. The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office.

5. The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification.

6. The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and

7. All subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

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

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

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

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

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

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

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

CERTIFICATION

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

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

Authorized Signature of Owner or Officer: Alex Schaleben	**Printed Name:** Alex Schaleben
Title: Project Manager	**Date:** 2/25/26
Company Name: STC Flooring	

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ATTACHMENT A-1

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

PROJECT TITLE:

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

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

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ATTACHMENT A-2

ADDITIONAL SUBCONTRACTOR LIST

(Prime Contractor to submit as subcontractors are added to the project)

PROJECT TITLE:

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

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

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

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-2

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

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

Authorized Signature of Owner or Officer: Alex Schaleben	**Printed Name:** Alex Schaleben
Title: Project Manager	**Date:** 2/25/26
Company Name: STC Flooring	

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PAYMENT BOND

Western National Mutual Insurance Company

Edina MN 55435

Bond No.: 80632

CONTRACTOR:
(Name, legal status and address)
Security Trading CO INC dba STC Flooring INC.
2512 West Main AVE
West Fargo, ND 58078

SURETY:
(Name, legal status and principal place of business)
Western National Mutual Insurance Company
4700 West 77th Street
Edina MN 55435

OWNER:
(Name, legal status and address)
City of Dilworth
PO BOX 187
Dilworth, MN 56529

CONSTRUCTION CONTRACT
Date: 4/20/2026
Amount:
Description:
(Name and location)
25-011 Dilworth Community Center
Dilworth, MN 56529

BOND
Date: 4/20/2026
(Not earlier than Construction Contract Date)
Amount: $25,434.00
Modifications to this Bond: ☐ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Security Trading CO INC dba STC Flooring INC.
Signature:
Name and Title: Lee Schalcben, President

SURETY Western National Mutual Insurance Company
Company: *(Corporate Seal)*
Signature: Brandee Keller
Name and Title: Brandee Keller Attorney-in-fact

WESTERN NATIONAL MUTUAL INSURANCE CORPORATE SEAL MINNESOTA

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Bremer Insurance Agency
Matthew Baker 218-234-6333
8555 Eagle Point BLVD Suite 210
Lake Elmo, MN 55042

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment

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furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

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§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

.1 the name of the Claimant;
.2 the name of the person for whom the labor was done, or materials or equipment furnished;
.3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
.4 a brief description of the labor, materials or equipment furnished;
.5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
.6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
.7 the total amount of previous payments received by the Claimant; and
.8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY Western National Mutual Insurance Company	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title: Lee Schaleben, President		Name and Title:	
Address: 2512 Main Ave W West Fargo, ND 58078		Address:	

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WESTERN NATIONAL
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: Tina Anderson, Ben Barvels, Lindsay Dahlin, Deb Galt, Brandee Keller, Carrie Plumlee, Lisa Sack, Kyle Borchert, Michelle Benson, Nelma Ali, Noah Jensen Erika Quinones, Michele Worden, Teresa Alfred, Mindy Clafton, Amber Benike Bremer Insurance (#106, #321, & #216)

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 Seven Million Five Hundred Thousand and 00/100 Dollars ($7,500,000.00) 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 5th day of December, 2023.

WESTERN NATIONAL MUTUAL INSURANCE CORPORATE SEAL MINNESOTA

Jennifer A. Young, Secretary

Mark S. Hewitt, Vice President, Surety

STATE OF MINNESOTA, COUNTY OF HENNEPIN

On this 5th day of December, 2023, personally came before me, Jennifer A. Young 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.

DEENA ANJALI ENTRIKIN
NOTARY PUBLIC
MINNESOTA
My Commission Expires 1/31/2029

Deena Anjali Entrikin, Notary Public
My commission expires January 31, 2029

CERTIFICATE

I, the undersigned, 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.

WESTERN NATIONAL MUTUAL INSURANCE CORPORATE SEAL MINNESOTA

Signed and sealed at the City of Edina, MN this ____day of_____, _____

Jennifer A. Young, Secretary

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ACKNOWLEDGMENT OF PRINCIPAL (Individual)

STATE OF _____

COUNTY OF _____ ss.:

On this _____ day of _____ in the year 20_____ , before me

personally come(s) _____
to me known and known to me to be the person(s) who (is) (are) described in and who executed the foregoing instrument and acknowledge(s) to me that he executed the same.

_____
NOTARY PUBLIC

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

STATE OF _____ ss.:

COUNTY OF _____

On this _____ day of _____ in the year 20 _____ , before me

personally come(s) _____

a member of the co-partnership of _____
to me known and known to me to be the person who is described in and who executed the foregoing instrument, and acknowledges to me that he executed the same as and for the act and deed of the said co-partnership.

_____
NOTARY PUBLIC

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

STATE OF North Dakota ss.:

COUNTY OF Cass

On this 6th day of May in the year 2026 , before me

personally come(s) Lee Schaleben
to me known, who, being by me duly sworn, deposes and says that he resides in the City of Fargo
that he is the President of STC Flooring
the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

WILLIAM LAVELLE
Notary Public
State of North Dakota
My Commission Expires August 29, 2028

William Lavelle
NOTARY PUBLIC

ACKNOWLEDGMENT OF SURETY

STATE OF North Dakota ss.:

COUNTY OF Ward

On this 5th day of May in the year 2026 , before me
personally come(s) Brandee Keller
Attorney-in-Fact of Western National Mutual Insurance Company with whom I am personally acquainted, and who, being by me duly sworn, says that (s)he resides in Minot
that (s)he is the Attorney-in-Fact of Western National Mutual Insurance Company the company described in and which executed the within instrument; that (s)he knows 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 (s)he signed said instrument as Attorney-in-Fact of the said Company by like order.

KAREN GATES
Notary Public
State of North Dakota
My Commission Expires 12-26-2027

Karen Gates
NOTARY PUBLIC

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PERFORMANCE BOND

Western National Mutual Insurance Company
Edina MN 55435

Bond No.: 80632

CONTRACTOR:
(Name, legal status and address)
Security Trading CO INC dba STC Flooring, INC.
2512 West Main AVE
West Fargo, ND 58078

SURETY:
(Name, legal status and principal place of business)
Western National Mutual Insurance Company
4700 West 77th Street
Edina MN 55435

OWNER:
(Name, legal status and address)
City of Dilworth
PO BOX 187
Dilworth, MN 56529

CONSTRUCTION CONTRACT
Date: 4/20/2026
Amount:
Description:
(Name and location)
25-011 Dilworth Community Center
Dilworth MN 56529

BOND
Date: 4/20/2026
(Not earlier than Construction Contract Date)

Amount: $25,434.00
Modifications to this Bond: ☐ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Security Trading CO INC dba STC Flooring, INC.

Signature: _____
Name and Title: Lee Schaleben, President

SURETY Western National Mutual Insurance Company
Company: *(Corporate Seal)*

Signature: Brandee Keller
Name and Title: Brandee Keller Attorney-in-fact

WESTERN NATIONAL MUTUAL INSURANCE CORPORATE SEAL MINNESOTA

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)
AGENT or BROKER:
Bremer Insurance Agency
Matthew Baker 218-234-6333
8555 Eagle Point BLVD Suite 210
Lake Elmo MN 55042

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the

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Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails

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to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY Western National Mutual Insurance Company	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title: Lee Schaleben, President		Name and Title:	
Address: 2512 Main Ave W West Fargo, ND 58078		Address:	

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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: Tina Anderson, Ben Barvels, Lindsay Dahlin, Deb Galt, Brandee Keller, Carrie Plumlee, Lisa Sack, Kyle Borchert, Michelle Benson, Nelma Ali, Noah Jensen Erika Quinones, Michele Worden, Teresa Alfred, Mindy Clafton, Amber Benike Bremer Insurance (#106, #321, & #216)
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 Seven Million Five Hundred Thousand and 00/100 Dollars ($7,500,000.00) 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 5th day of December, 2023.

WESTERN NATIONAL MUTUAL INSURANCE CORPORATE SEAL MINNESOTA

Jennifer A. Young, Secretary

Mark S. Hewitt, Vice President, Surety

STATE OF MINNESOTA, COUNTY OF HENNEPIN

On this 5th day of December, 2023, personally came before me, Jennifer A. Young 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.

DEENA ANJALI ENTRIKIN
NOTARY PUBLIC
MINNESOTA
My Commission Expires 1/31/2029

Deena Anjali Entrikin, Notary Public
My commission expires January 31, 2029

CERTIFICATE

I, the undersigned, 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.

WESTERN NATIONAL MUTUAL INSURANCE CORPORATE SEAL MINNESOTA

Signed and sealed at the City of Edina, MN this ____day of_____, _____

Jennifer A. Young, Secretary

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ACKNOWLEDGMENT OF PRINCIPAL (Individual)

STATE OF _____

COUNTY OF _____ ss.:

On this _____ day of _____ in the year 20_____ , before me

personally come(s) _____
to me known and known to me to be the person(s) who (is) (are) described in and who executed the foregoing instrument and acknowledge(s) to me that he executed the same.

_____
NOTARY PUBLIC

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

STATE OF _____ ss.:

COUNTY OF _____

On this _____ day of _____ in the year 20 _____ , before me

personally come(s) _____

a member of the co-partnership of _____
to me known and known to me to be the person who is described in and who executed the foregoing instrument, and acknowledges to me that he executed the same as and for the act and deed of the said co-partnership.

_____
NOTARY PUBLIC

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

STATE OF North Dakota ss.:

COUNTY OF Cass

On this 6th day of May in the year 2026 , before me

personally come(s) Lee Schaleben
to me known, who, being by me duly sworn, deposes and says that he resides in the City of Fargo
that he is the President of STC Flooring
the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the within instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

WILLIAM LAVELLE
Notary Public
State of North Dakota
My Commission Expires August 29, 2028

William Lavelle
NOTARY PUBLIC

ACKNOWLEDGMENT OF SURETY

STATE OF North Dakota ss.:

COUNTY OF Ward

On this 5th day of May in the year 2026 , before me
personally come(s) Brandee Keller
Attorney-in-Fact of Western National Mutual Insurance Company with whom I am personally acquainted, and who, being by me duly sworn, says that (s)he resides in Minot
that (s)he is the Attorney-in-Fact of Western National Mutual Insurance Company the company described in and which executed the within instrument; that (s)he knows 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 (s)he signed said instrument as Attorney-in-Fact of the said Company by like order.

KAREN GATES
Notary Public
State of North Dakota
My Commission Expires 12-26-2027

Karen Gates
NOTARY PUBLIC

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STCFLOO-01 BMKELLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/1/2026

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	CONTACT NAME:	
Bremer Insurance Agencies, Inc. 8555 Eagle Point Blvd Suite 210 Lake Elmo, MN 55042	PHONE (A/C, No, Ext): (888) 430-2760	FAX (A/C, No): (651) 450-5158
	E-MAIL ADDRESS: insprocessingmnwi@bremer.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : State Auto Mutual	25135
INSURED	INSURER B :	
Security Trading Co Inc. DBA STC Flooring Inc 2512 West Main Ave West Fargo, ND 58078	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **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	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR	X		10133614CP	6/29/2025	6/29/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER: General Aggregate Limit						ND Stop Gap	$ 1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS			10134445CA	6/29/2025	6/29/2026	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE			10134447CU	6/29/2025	6/29/2026	AGGREGATE	$
	DED X RETENTION $ 10,000						Commercial Umbr	$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Errors & Omissions			10133614CP	6/29/2025	6/29/2026	Aggregate	500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: 25-011-Dilworth Community Center, Dilworth MN

Gehrtz Construction Services, INC, City of Dilworth and Zerr Berg Architects, INC are included as additional insured in respects to General Liability as required by written contract.

CERTIFICATE HOLDER

Gehrtz Construction Services
510 4th Avenue North
Fargo, ND 58102

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

Matthew Baker

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WSI

North Dakota Workforce Safety & Insurance

Art Thompson
Director

Lee W. Schaleben
Security Trading Company Inc
STC Flooring
2512 Main Ave W
West Fargo ND 58078-1310

July 18, 2025

Account Information

Employer account number:	1284095
Issue date:	07/18/2025
Expiration date:	09/13/2026

Certificate of Payment

Reason For Notice

Workforce Safety & Insurance (WSI) certifies Security Trading Company Inc has North Dakota workers' compensation coverage from 07/01/2025 to 06/30/2026. Employees of Security Trading Company Inc are entitled to apply for WSI benefits.

Required Action

Employers must post this Certificate of Payment in a conspicuous manner at the workplace. A penalty of $250 may apply for failure to comply with this requirement. *See* North Dakota Century Code § 65-04-04.

Additional Information

Coverage under this certificate extends to employers for their North Dakota exposure. Limited coverage may be extended for temporary and/or incidental exposure outside of North Dakota.

WSI may revoke the Certificate of Payment for failure to make required premium payments.

For More Information

Contact customer service at 800-777-5033 or 701-328-3800 with questions.

Class	Classification Description
8015	**Furniture & Floor Covering Dealers**
8015X	**Officer/Owner or Family Member Coverage**

Sincerely,

Sarah F.

Sarah Feist
Chief of Employer Services

PL5

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WSI
North Dakota Workforce Safety & Insurance
Art Thompson
Director

Memorandum

To: To Whom it May Concern

From: Policyholder Services Department

Subject: Workforce Safety & Insurance Account Information

Workforce Safety & Insurance (WSI) policyholders are all equally insured with workers' compensation coverage. As a monopolistic state fund, WSI provides coverage without limits, other than the limits placed on individual benefits, such as the maximum weekly disability benefit.

As a state agency, WSI does not issue a policy. All provisions are stated in the form of statute or administrative rules. A Certificate of Payment evidencing the account's good standing status is issued upon receipt of payment.

All WSI accounts have an annual renewal date. Coverage does not cease on the renewal date, but continues without interruption until the account is closed

In the event of a significantly delinquent account, WSI will issue a formal notice of uninsured status.

WSI has the following provisions:

- WSI will not waive its rights of subrogation.
- WSI does not allow additional insureds to be listed on the account.
- WSI does not allow alternate employment endorsements.
- WSI's coverage does not include general or employers' liability insurance.

To verify if a business is in good standing with WSI, use the Employer Search tool at mywsi.workforcesafety.com. Contact customer service at 800-777-5033 or 701-328-3800 with questions.

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Security Trading Co.

2 Business name/disregarded entity name, if different from above.

STC Flooring

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

2512 Main Ave W

6 City, state, and ZIP code

West Fargo, ND 58078

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

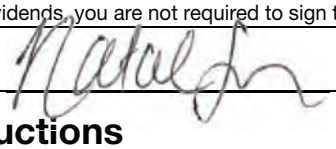
2	0	–	2	5	5	2	8	9	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person**  **Date** 1/13/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they