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DILWORTH CITY COUNCIL REGULAR MEETING
TUESDAY, MAY 26, 2026, 6:00 PM

1. Call to Order

2. Roll Call

3. Agenda Approval

4. Consent Agenda

4.A Approve minutes from the May 11, 2026 City Council Meeting

4.B Receive and file minutes from the May 6, 2026 Planning Commission Meeting

4.C Receive and file minutes from the May 13, 2026 Park Board Meeting

4.D Receive and file Incident Analysis Report

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

4.F Approve Change Orders for the Dilworth Community Center Project

4.G Approve Off-sale, On-sale, and Sunday Intoxicating Liquor License for Knodel Enterprises Inc., dba The Silver Spike, for the period of June 1, 2026 - May 31, 2027

4.H Approve Off-sale Intoxicating Liquor License for Kwik Trip Inc., dba Kwik Trip #1253, for the period of June 1, 2026 - May 31, 2027

4.I Approve Off-sale, On-sale, and Sunday Intoxicating Liquor License for Mills Lounge Inc, dba Mills Lounge, for the period of June 1, 2026 - May 31, 2027

4.J Approve Off-sale, On-sale, and Sunday Intoxicating Liquor License for Crimson Capital LLC, dba Red Hen Taphouse, for the period of June 1, 2026 - May 31, 2027

4.K Approve On-sale and Sunday Intoxicating Liquor License for TAK Music Venue, Inc, for the period of June 1, 2026 - May 31, 2027

4.L Approve Off-sale and On-sale Intoxicating Liquor License for Unwined Bar, LLC, dba Unwined for the period of June 1, 2026 - May 31, 2027

4.M Approve Wine and 3.2 Malt Liquor License for West Main Pizza Rail District LLC for the period of June 1, 2026 - May 31, 2027

4.N Approve Off-sale Intoxicating Liquor License for Three Limes LLC, dba Trax Liquor for the period of June 1, 2026 - May 31, 2027

4.O Approve Transient Business License application of TNT Fireworks at 415 34th Street N (Walmart parking lot), for a business to run from June 1, 2026 to July 14, 2026.

4.P Authorize training request (Police Department)

4.Q Approve Raffle ticket sales by the YMCA of the Northern Sky for a Spelling Bee Fundraiser drawing to be held on Tuesday, June 2, 2026 at TAK Event Center.

5. Public Comment Period (by Appointment Only)

6. Recognition

6.A Twenty Year Service Award and Retirement Recognition: Deputy Clerk Becky Tigue, Dilworth City Hall

7. Finance

7.A 2025 Audit Report (Eide Bailly Presenting)

8. Community Center

8.A Public Hearing: Resolution 26-29, Resolution Relating to a Tax Abatement TEFRA Hearing, and General Obligation Sales Tax and Abatement Bonds; Granting the Abatement and Approving the Issuance of the Bonds

9. Police Department

9.A Resolution 26-30, Execution of Memorandum of Understanding Between the City of Dilworth and the City of Moorhead for Animal Impound Services

10. City Hall

10.A Authorize Hire of Administrative Assistant (City Hall)

11. Council Member's Concerns and Committee Updates

12. Payment of Bills

12.A Bills to be approved for May 26, 2026

13. Adjournment

AGENDA ITEM NO. 4.A

Approve minutes from the May 11, 2026 City Council Meeting

DESCRIPTION: N/A

SUGGESTED ACTION: Consent agenda approval

VOTING REQUIREMENT: Simple Majority of the Voting Quorum

SUBMITTED BY: Angela Miller, Administrative Assistant

DEPARTMENT: City Hall

ATTACHMENTS: 05_11_2026_Minutes.docx

Minutes of the Dilworth City Council Regular Meeting, Clay County, Minnesota, held May 11, 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: Finance Officer Perry Baatz, Fire Chief Scott Payne, Police Chief Hunter Rawson, City Engineer Andrew Aakre, Community Development Director Don Lorsung, Officer Briana Mitchell, Elizabeth Hiller, Ben Griffith, Alexis Jones, Drexel Verrette, and Administrative Assistant Angela Miller

1. **Call to Order**

The meeting was called to order at 6:00 PM.

2. **Roll Call**

3. **Agenda Approval**

MOTION: by Julie Nash, seconded by David Steichen, to approve the May 11, 2026 city council agenda. Motion passed by 5 ayes, 0 nays.

4. **Consent Agenda**

Item 4.F was amended to change the wage from $16 to $16.50.

MOTION: by Julie Nash, seconded by Kevin Peterson, to approve to approve all items on the amended consent agedna. Motion passed by 5 ayes, 0 nays.

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)**

No public comment requests were received.

6. **Police Department**

6.A. National Police Week 2026

Police Chief Hunter Rawson read the official proclamation recognizing National Police Week 2026, May 10–16, 2026. The proclamation acknowledged the more than 800,000 law enforcement officers serving across the United States, honored the more than 24,500 officers killed in the line of duty, and recognized the 38th National Law Enforcement Officers Memorial Fund Candlelight Vigil scheduled for May 13, 2026. Chief Rawson followed with a prepared address reflecting on the gravity of line-of-duty loss, the dedication of the Dilworth Police Department, and gratitude for the Council's and community's support. Mayor Olson thanked Chief Rawson and the department for their service and encouraged the community to participate in National Police Week events.

7. **Parks**

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

City Administrator Mastera presented the ground lease agreement, which formalizes a longstanding partnership between the City of Dilworth and Dilworth Lutheran Church to co-locate city park equipment on church property. Key terms include a 25-year lease term (or the life of the equipment), the church maintaining all grounds, and defined insurance responsibilities for both parties. The agreement was reviewed by the City Attorney and the League of Minnesota Cities Insurance Trust. Pastor Elizabeth Hiller was present and expressed gratitude for the collaborative process. The Park Board is scheduled to consider investment in updated equipment at the site. The agreement was supported as a benefit to both the church congregation and the surrounding neighborhood.

MOTION: by Amber Borah, seconded by Julie Nash, to approve the ground lease agreement for park equipment at the Dilworth Lutheran Church. Motion passed by 5 ayes, 0 nays.

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)

City Administrator Mastera introduced the item, providing background on the regional rail need study completed in conjunction with Metro COG, which identified the Main Street at-grade crossing as a high-priority safety concern due to its proximity to the BNSF rail yard. Fourteenth Street has been identified as the preferred location for a grade separation overpass.

Drexel Verrette, Grants Manager for BNSF (North Region), and Alexis Jones, Manager of Public Projects for BNSF, presented the grant opportunity. This application represents the final round of funding under the Infrastructure Investment and Jobs Act (IIJA), drawing from a pool of approximately $3 billion. Two grant programs are being pursued: the RCE grant (application due June 8) and the CRISI grant (application due June 22). BNSF will cover the full 20% local match - estimated at $500,000 of a projected $2.5 million grant - a contribution the presenters noted reflects BNSF's strong commitment to this project and to the partnership with the City.

As a Class I railroad, BNSF is ineligible to apply directly; the City of Dilworth must serve as the applicant. BNSF will provide grant writing consultants and manage the application process, requiring only information and narrative input from City staff over the coming weeks. If awarded, the grant would fund planning, environmental review, and preliminary design - a process anticipated to take three to four years - and would strengthen the City's position for future construction funding.

Councilmember Steichen inquired about the value to BNSF of closing the Main Street crossing. The presenters cited safety as the primary driver, noting the crossing's proximity to the rail yard, the risk of blocked crossings, and the general principle that a closed crossing is the safest crossing. The alternative analysis required by the Federal Railroad Administration (FRA) will evaluate various alignment options, not limited strictly to a straight 14th Street crossing, and will account for factors including drainage, right-of-way, the Highway 10 roundabout, and future development such as the proposed casino.

City Administrator Mastera noted that grant award notification is expected no earlier than the end of 2026, with obligation potentially one to two years thereafter. Community Development Director Don Lorsung, interim point of contact, will coordinate the City's participation in the application process.

MOTION: by Julie Nash, seconded by David Steichen, 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. Motion passed by 5 ayes, 0 nays.

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

City Engineer Andrew Aakre presented Pay Application #3, the final payment for the Woodbridge and Summerwood Ponds dredging project, in the amount of $46,989.85. The project was completed approximately $25,000 under budget. Seeding was completed at the end of April. City Engineer Aakre noted that the contractor performed well - completing work in a timely and clean manner - and that the increased pond depth at Woodbridge Pond is expected to improve water quality by reducing stagnation. Water levels in both ponds are controlled by lift stations and are not anticipated to change from previous levels.

MOTION: by Kevin Peterson, seconded by Julie Nash, to approve pay application #3 for the Woodbridge & Summerwood ponds dredging project. Motion passed by 5 ayes, 0 nays.

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

City Administrator Mastera clarified that this resolution does not itself constitute a public hearing, but formally initiates the bonding process for the Community Center project by scheduling a future public hearing. The tax abatement mechanism designates specific parcels whose tax revenues are directed toward the bond payment, consistent with the approach used in previous City projects. The public hearing will be held at the next regular Council meeting.

MOTION: by David Steichen, seconded by Kevin Peterson, 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. Motion passed by 5 ayes, 0 nays.

10. **City Hall**

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

City Administrator Mastera reported that following his announced departure, proposals were solicited from six to seven executive search firms, with four responding. Mayor Olson, Vice Mayor Nash, and City Administrator Mastera reviewed all four proposals and recommended DDA Human Resources, a Minnesota based firm with municipal search experience. DDA's full executive search package is priced at $26,000 - competitive with all respondents - and was distinguished by the inclusion of up to ten leadership development and mentoring sessions with incoming administrator candidates, facilitated by respected former administrator Bart Fischer. The process is designed to yield a slate of candidates for Council consideration, with finalist interviews including a community component. DDA will also assist with offer negotiation. A September start date is targeted, though October remains a realistic expectation. City Administrator Mastera noted he intends to provide transitional support to the incoming administrator as well.

MOTION: by Julie Nash, seconded by David Steichen, to approve hiring DDA Human Resources, Inc. for City Administrator recruitment services, with a recommendation to select the "full-service" executive search package. Motion passed by 5 ayes, 0 nays.

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

The public hearing was called to order at 7:01 PM.

The property owner has not paid the curb stop repair invoice for $7,367.00.

No members of the public appeared in person or remotely to speak in favor of or in opposition to the resolution.

MOTION: by Kevin Peterson, seconded by Julie Nash, to approve Resolution 26-27, miscellaneous assessment for an unpaid curb stop repair invoice at 202 1st Avenue SE - Judy Berquam. Motion passed by 0 ayes, 0 nays.

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

The property owner has not paid the utility bill for $437.07.

No members of the public appeared to speak.

The public hearing was closed at 7:04 PM.

MOTION: by David Steichen, seconded by Amber Borah, to approve Resolution 26-28, assessment of unpaid utility bill at 404 2nd Avenue NW, Dilworth, MN 56529 -KAH Homes LLC. Motion passed by 5 ayes, 0 nays.

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

Councilmember Peterson noted that Loco Daze is approximately ten weekends away and announced the fire department will be organizing the parade this year. He also reported that the Community Center has broken ground and that clean up week was successfully conducted.

Councilmember Borah recognized the Community Center groundbreaking, expressed enthusiasm for the forthcoming facility, noted positive public response to the Police Department's Kite Day event, and expressed support for the Lutheran Church park agreement.

Councilmember Steichen commended BNSF for their partnership and grant leadership, noted the strong community turnout at the Community Center groundbreaking, and praised the Dilworth Police Department for their engagement at Kite Day.

Vice Mayor Nash thanked Police Chief Rawson for his remarks during National Police Week, estimated approximately 1,000 attendees at Kite Day, praised the event's layout improvements, and expressed enthusiasm for the Community Center project and the community support it has garnered.

Mayor Olson acknowledged the significance of the City Administrator recruitment process, emphasizing that the incoming administrator search will be one of the most consequential decisions before the Council, and encouraged all Council members to present the City positively throughout the recruitment period.

12. **Payment of Bills**

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

MOTION: by Julie Nash, seconded by Amber Borah, to approve payment of the claims and bills dated May 11, 2026. Motion passed by 5 ayes, 0 nays.

13. **Adjournment**

The meeting was adjourned at 7:14 PM.

Mayor: _____ ATTEST: _____

Chad Olson L. Peyton Mastera, City Administrator

Approved by the Dilworth City Council on: May 26, 2026

AGENDA ITEM NO. 4.B

Receive and file minutes from the May 6, 2026 Planning Commission Meeting

DESCRIPTION: N/A

SUGGESTED ACTION: Consent agenda approval

VOTING REQUIREMENT: Simple Majority of the Voting Quorum

SUBMITTED BY: Angela Miller, Administrative Assistant

DEPARTMENT: City Hall

ATTACHMENTS: 05_06_26_Minutes.docx

Minutes of the Dilworth Planning Commission Regular Meeting, Clay County, Minnesota, held May 6, 2026, at 5:30 PM, at Dilworth City Hall 2 First Avenue SE Dilworth, MN 56529.

PRESENT: Lisa Kilde, Steve Astrup, Chad Olson, Crystal Jamerson, Ryan Weinzierl, Mike Rehder, Mark Sloan

ABSENT: Kassondra Baird, Bruce West

OTHERS: Deputy Clerk Becky Tigue, Community Development Director Don Lorsung, and Dan Farnsworth

1. **Call to Order and Welcome Guests**

Kilde called the meeting to order at 5:30 PM.

2. **Roll Call**

3. **Agenda Approval**

MOTION: by Steve Astrup, seconded by Mike Rehder, to approve the May 6, 2026 meeting agenda. Motion passed by 7 ayes, 0 nays.

4. **Approval of Minutes**

4.a. Approve minutes from March 4, 2026 Planning Commission Meeting

MOTION: by Steve Astrup, seconded by Mike Rehder, to approve the minutes from the March 4, 2026 meeting. Motion passed by 7 ayes, 0 nays.

5. **Update**

5.a. Clay County Heartland Trail Planning (Dan Farnsworth with Metro COG Presenting)

Dan Farnsworth of the Fargo-Moorhead Metro Council of Governments (Metro COG) presented an update on the Clay County Heartland Trail planning effort. The Heartland Trail is an existing 49-mile paved shared-use path running from Park Rapids to Cass Lake, Minnesota. In 2006, the State of Minnesota authorized an extension of the trail from Park Rapids to Moorhead, though no funding was appropriated at that time.

Farnsworth summarized the history of planning efforts in Clay County, noting that Metro COG has been involved since 2014 through the Clay County Heartland Trail Task Force. The Clay County segment study was completed in 2025. The westernmost segment of the trail, most relevant to Dilworth, would follow Fifteenth Avenue through Dilworth, cross Highway 336 via an underpass tunnel, and continue toward Glyndon and Buffalo River State Park before connecting through the MSUM Science Center and the city of Holt into Becker County.

Key updates since the last presentation included two task force meetings held in November 2025 and January 2026, ongoing right-of-way analysis, and meetings with Buffalo River State Park and the MSUM Science Center. Both entities expressed some hesitancy: the State Park cited concerns about cultural and environmental resources on-site, and the Science Center's new director is still becoming familiar with the project.

A central policy question before the task force is whether the trail should be designated a state trail or a regional trail. A state trail designation means the state would bear maintenance and construction costs, but progress would be slow given the absence of dedicated funding for new state trails. A regional trail designation could accelerate construction, as demonstrated by Otter Tail County's 32-mile regional trail, but would require the county and local jurisdictions to fund the effort. Farnsworth noted that a Clay County Board commissioner on the task force has not indicated strong appetite for the county to take on a regional trail.

Regarding funding, Farnsworth indicated that no dedicated funding currently exists and that securing state bonding appropriations through active lobbying in Saint Paul would be essential, as was the case in Becker County for its 7-mile segment, which cost approximately $10 million and took approximately 15 years to plan and build.

The Commission discussed the estimated 2–3 miles of trail that would pass through Dilworth if the regional route along Fifteenth Avenue is used. Farnsworth noted that planned reconstruction of Fifteenth Avenue, potentially in 2028 or 2029, presents an opportunity to incorporate a 10-foot-wide shared-use path meeting state trail standards at reduced cost as part of the road project. He also noted that a possible future bridge over the BNSF rail tracks on Fourteenth Street in Moorhead would factor into the trail's ultimate alignment.

Secretary Ryan Weinzierl raised the issue of urgency, given the project's age and slow pace of progress. Farnsworth acknowledged that progress has been limited in Clay County compared to Becker County due to a relative lack of advocacy and lobbying by local elected officials and community champions. He indicated that a county work session is being coordinated to determine the trail's designation and path forward.

6. **Receive and File Building Permits**

6.a. Receive and File Building Permits for February and March 2026

MOTION: by Chad Olson, seconded by Steve Astrup, to receive and file the building permits form February and March 2026. Motion passed by 7 ayes, 0 nays.

7. **Project Updates**

Staff noted the RESCO groundbreaking had taken place, and the community center groundbreaking is scheduled for May 11, 2026.

Deputy Clerk Tigue also announced that May 29, 2026 will be her last day in the position. Jessica Malvin has accepted the Deputy Clerk position, and the city is in the process of hiring an additional administrative assistant.

8. **Adjournment**

The meeting was adjourned at 6:00 PM.

Chair: _____ ATTEST: _____

Lisa Kilde L. Peyton Mastera, City Administrator

Approved by the Dilworth Planning Commission on: June 3, 2026

AGENDA ITEM NO. 4.C

Receive and file minutes from the May 13, 2026 Park Board Meeting

DESCRIPTION: N/A

SUGGESTED ACTION: Consent agenda approval

VOTING REQUIREMENT: Simple Majority of the Voting Quorum

SUBMITTED BY: Angela Miller, Administrative Assistant

DEPARTMENT: City Hall

ATTACHMENTS: 05_13_26_Minutes.docx

Minutes of the Dilworth Park Board Regular Meeting, Clay County, Minnesota, held May 13, 2026, at 6:30 PM, at Dilworth City Hall 2 First Avenue SE Dilworth, MN 56529.

PRESENT: Jericka Lyon, Andrew Randall, Amber Borah, Lyle Korynta, Melanie Fylling, Timothy Tollefson, Terry Ehlers

ABSENT: Nate Dicks

OTHERS: Administrative Assistant Angela Miller and Dennis Schmidtke

1. **Call to Order and Welcome Guests**

The meeting was called to order at 6:30 PM.

2. **Roll Call**

3. **Agenda Approval**

MOTION: by Timothy Tollefson, seconded by Terry Ehlers, to approve the May 13, 2026 Park Board agenda. Motion passed by 6 ayes, 0 nays.

4. **Approval of Minutes**

4.a. Minutes from the March 11, 2026 Park Board Meeting

MOTION: by Jericka Lyon, seconded by Melanie Fylling, to approve the minutes from the March 11, 2026 Park Board meeting. Motion passed by 6 ayes, 0 nays.

5. Discussion

5.a. Ash Tree Park Update

Administrative Assistant Miller reported that the City Council approved the ground lease agreement with Dilworth Lutheran Church for the continuation of Ash Tree Park on church property. The immediate next step is selecting new playground equipment. The Board discussed relocating the equipment to the northwest corner of the church property, as the current northeast location is too constrained for safety clearance requirements. Guest Schmidtke confirmed the church has no significant objection to either location and encouraged the Board to share preliminary plans with church leadership once a concept is developed.

Administrative Assistant Miller noted that equipment vendors typically respond to inquiries within approximately two weeks and that installation before the end of the season is the goal, budget permitting. The Board directed Administrative Assistant Miller to solicit quotes for equipment generally comparable to the existing installation—swings, a slide, and a climbing structure—and to bring options to the next meeting. Administrative Assistant Miller agreed to confirm the current budget balance with

staff.

5.b. Community Center Playground Proposed Designs

Administrative Assistant Miller presented two proposed designs for an indoor playground at the community center. The first, from GoPlay Systems, featured a fully enclosed soft -sided modular system with a play capacity of 95 children, priced at approximately $ 125,000 excluding flooring. Flooring was estimated at an additional $30,000–$50,000, with foam tile being the more economical option. The second proposal, received the same day from Webber Recreation, was considered less comprehensive in its use of available space. The Weber design was estimated to be $168,000 which included flooring.

The Board expressed a clear preference for the larger, more feature-rich design and discussed the possibility of phasing additional amenities, such as wall features, in future budget years. The Board directed Administrative Assistant Miller to approach Webber with a request to design something comparable in scale and capacity to the first proposal. The total budget allocated for the community center playground was noted at $100,000, and it was acknowledged that supplemental park board funds would likely be required.

5.c. South Side Social Update

Administrative Assistant Miller reported that planning for the South Side Social on June 10, 2026 is substantially complete. Confirmed elements include: food provided by Floor to Ceiling, partial funding of the bouncy house by UC Hope, an appearance by Air Med (with helicopter, barring active calls), participation by Dilworth Police and Fire Departments, ice cream from West Main, and outreach to the farmers market for vendor participation. The Board discussed logistics for keeping ice cream frozen and agreed to consult with West Main for guidance. The Board agreed to pursue local businesses for prize donations.

The Board agreed to conduct door prize drawings at approximately 7:15 PM. A citywide informal kickball game using the on-site baseball field was added to the event program. Setup time was set for 5:00 PM, with Board members asked to assist with staffing the bounce houses and ice cream station.

5.d. Book Walk

Administrative Assistant Miller introduced the concept of a book walk—a series of mounted story pages displayed along a walking path in a park, available in bilingual formats. Given anticipated budget constraints from the Ash Tree Park and community center playground projects, the Board agreed to table any permanent installation. Member Terry Ehlers and Member Lyle Korynta suggested piloting a low-cost, temporary display using lawn signs at an upcoming event such as the tree lighting ceremony or Paws in the Park, estimated at $100–$500. The Board agreed this was a reasonable approach to gauge public interest before committing further funds.

6. **Existing Park Reports**

6.a. Existing Park Reports and Assignments

Member Tollefson reported Walnut Tree Park is in good condition, noting one twisted swing chain in need of maintenance attention.

Member Korynta reported on Elm Tree Park, flagging persistent thistle growth in the flower beds and

noting that the Adopt-A-Park volunteer may have limited availability. He suggested that if the thistle problem cannot be controlled, the flower beds may need to be converted to grass. A recently removed tree left a stump pending removal.

Vice Chair Lyon reported Oak Tree Park is generally in good condition but noted two bare, apparently excavated sections near the property line in need of grass, and graffiti on a utility box at Constitution Park. The benches at Constitution Park's shelter were noted as significantly deteriorated and in need of more than a simple coat of paint.

Councilmember Borah reported that Whistle Stop Park was in normal condition with persistent graffiti on the tunnel slide.

Member Ehlers reported App Orchard Park is in good condition with minor weed intrusion in the volleyball court.

Chair Randall reported Woodbridge Park appeared in good order.

Regarding Ash Tree Park's monitoring assignment, Member Ehlers volunteered to take on Ash Tree Park.

7. **Council Liaison Report**

Councilmember Borah noted staff transitions, including the departure of City Administrator Peyton Mastera and the retirement of Deputy Clerk Becky Tigue. Administrative Assistant Miller reported that five dog waste bag stations have been ordered at $115 each, along with a case of 3,200 bags. The Board recommended placement at Whistle Stop, Cottonwood, Woodbridge, and Keystone Parks as priorities for the initial deployment. Administrative Assistant Miller reminded the Board to promote the Adopt-a-Park program, noting only three parks are currently adopted. The farmers market was noted to begin June 6, 2026.

8. **Adjournment**

The meeting was adjourned at 7:36 PM.

Chair: _____ ATTEST: _____

Andrew Randall L. Peyton Mastera, City Administrator

Approved by the Dilworth Park Board on: July 8, 2026

AGENDA ITEM NO. 4.D

Receive and file Incident Analysis Report

DESCRIPTION: N/A

SUGGESTED ACTION: Consent agenda approval

VOTING REQUIREMENT: Simple Majority of the Voting Quorum

SUBMITTED BY: Peyton Mastera, City Administrator

DEPARTMENT: Police Department

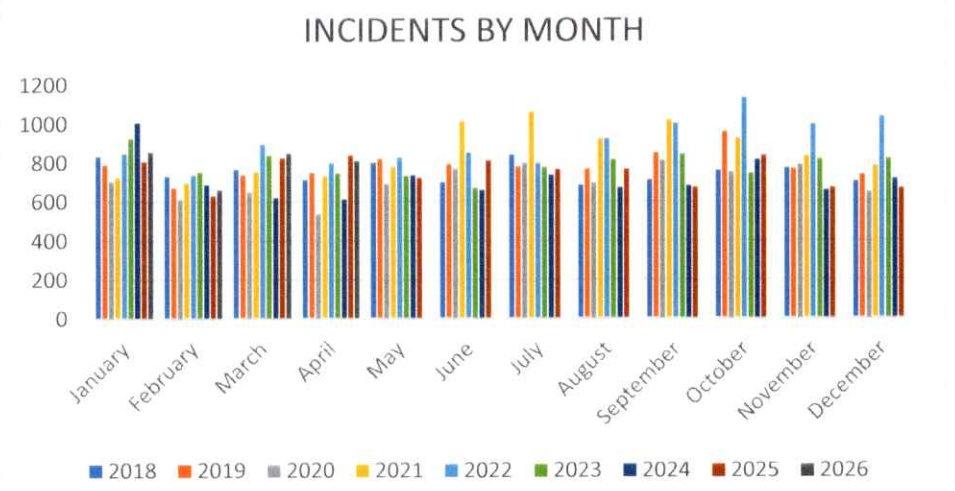
ATTACHMENTS: April Incident Analysis Report.pdf

DILWORTH POLICE DEPARTMENT

OFFICER ACTIVITY BREAKDOWN
01/01/2018 - 12/31/2026

Total Incidents Per Month

	2018	2019	2020	2021	2022	2023	2024	2025	2026
January	835	790	708	727	850	928	1008	807	858
February	733	671	615	699	740	755	688	629	662
March	768	738	651	755	896	840	619	825	852
April	714	749	539	733	799	748	612	839	812
May	801	818	696	779	829	735	736	724	
June	700	793	773	1012	854	670	659	812	
July	842	779	796	1060	798	778	738	766	
August	686	767	698	923	924	817	670	766	
September	711	850	816	1020	1002	845	683	673	
October	760	958	755	926	1133	747	815	836	
November	773	767	790	833	997	818	657	671	
December	703	738	650	783	1035	820	716	666	
Total	9026	9418	8487	10250	10857	9501	8601	9014	3184



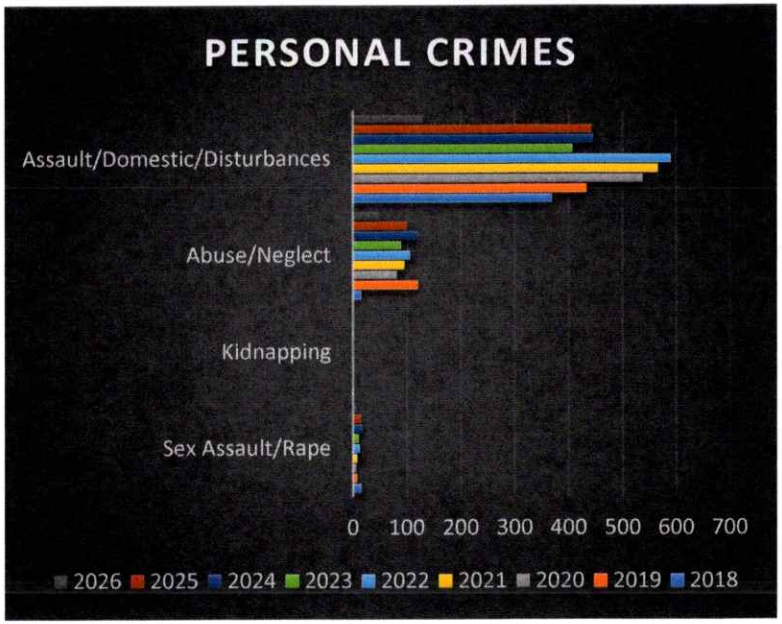
DILWORTH POLICE DEPARTMENT

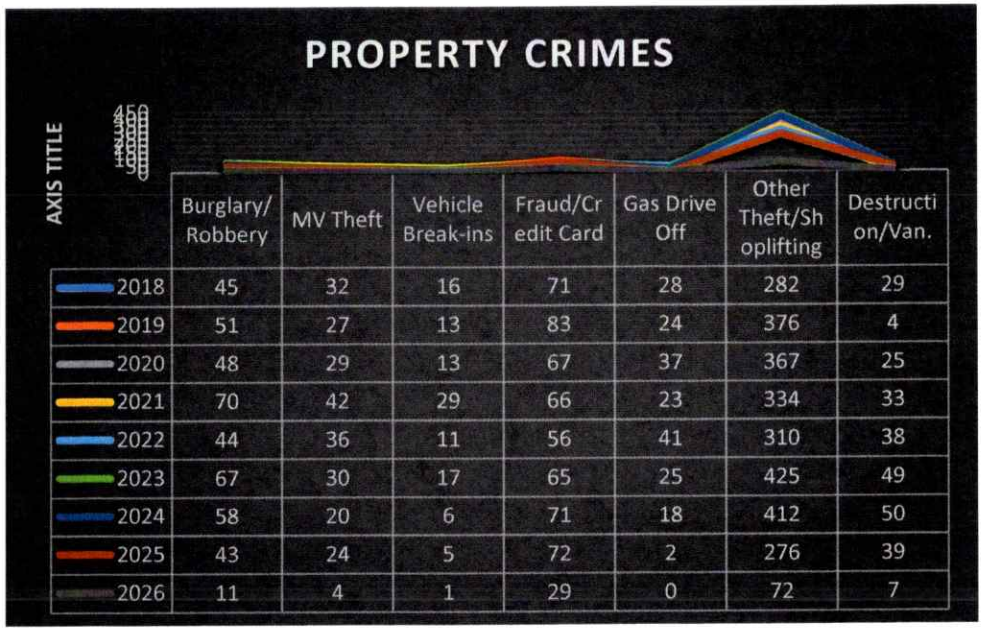
Personal Crimes

	2018	2019	2020	2021	2022	2023	2024	2025	2026
Sex Assault/Rape	16	8	6	8	13	11	18	15	7
Kidnapping	1	0	0	0	0	0	1	0	1
Abuse/Neglect	16	121	82	96	106	90	121	100	48
Assault/Domestic/Disturbances	369	433	538	566	590	407	446	442	130
Total	402	562	626	670	709	508	586	557	186

Property Crimes

	2018	2019	2020	2021	2022	2023	2024	2025	2026
Burglary/Robbery	45	51	48	70	44	67	58	43	11
MV Theft	32	27	29	42	36	30	20	24	4
Vehicle Break-ins	16	13	13	29	11	17	6	5	1
Fraud/Credit Card	71	83	67	66	56	65	71	72	29
Gas Drive Off	28	24	37	23	41	25	18	2	0
Other Theft/Shoplifting	282	376	367	334	310	425	412	276	72
Destruction/Van.	29	4	25	33	38	49	50	39	7
Total	503	578	586	597	536	678	635	461	124





	Burglary/ Robbery	MV Theft	Vehicle Break-ins	Fraud/Credit Card	Gas Drive Off	Other Theft/Shoplifting	Destruction/Van.
2018	45	32	16	71	28	282	29
2019	51	27	13	83	24	376	4
2020	48	29	13	67	37	367	25
2021	70	42	29	66	23	334	33
2022	44	36	11	56	41	310	38
2023	67	30	17	65	25	425	49
2024	58	20	6	71	18	412	50
2025	43	24	5	72	2	276	39
2026	11	4	1	29	0	72	7

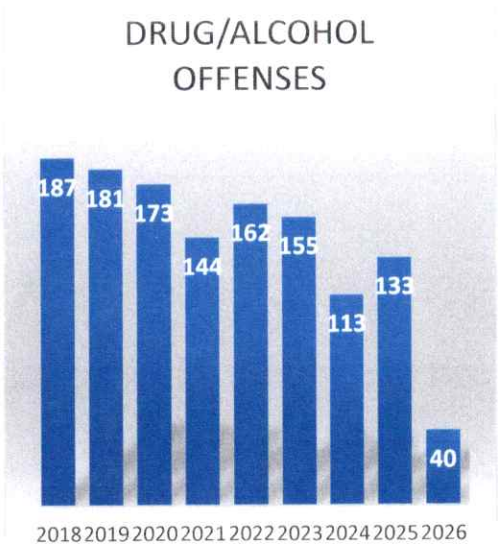
DILWORTH POLICE DEPARTMENT

Drug/Alcohol Crimes

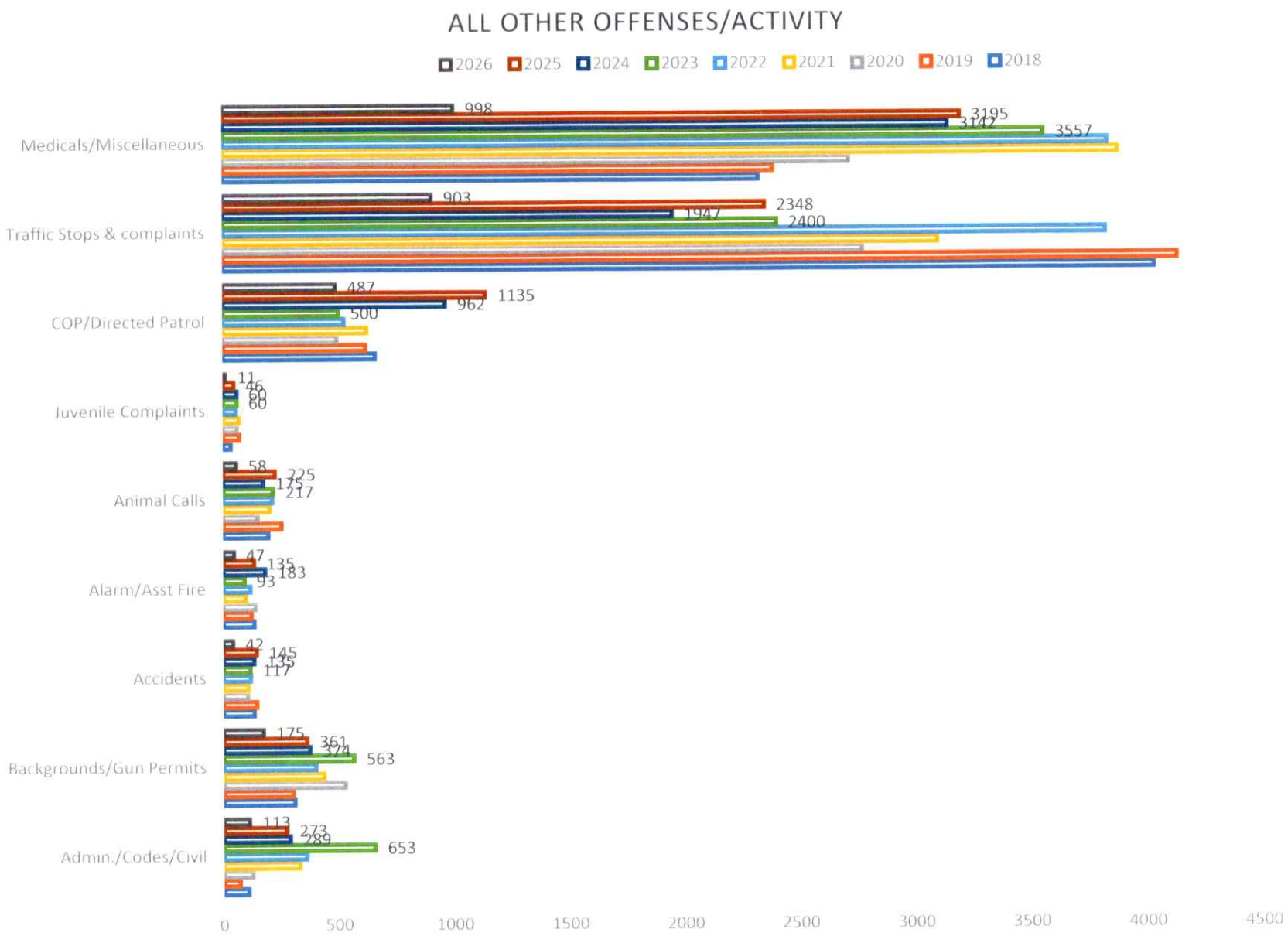
	2018	2019	2020	2021	2022	2023	2024	2025	2026
All Drug/Alcohol Offenses	187	181	173	144	162	155	113	133	40
Total	187	181	173	144	162	155	113	133	40

All Other Offenses/Activity

	2018	2019	2020	2021	2022	2023	2024	2025	2026
Admin./Codes/Civil	109	70	128	329	360	653	289	273	113
Backgrounds/Gun Permits	309	301	527	435	399	563	374	361	175
Accidents	135	147	108	109	120	117	135	145	42
Alarm/Asst Fire	136	123	142	98	118	93	183	135	47
Animal Calls	197	253	152	202	214	217	175	225	58
Juvenile Complaints	34	71	61	69	57	60	60	46	11
COP/Directed Patrol	659	617	495	622	524	500	962	1135	487
Traffic Stops & complaints	4034	4132	2774	3098	3825	2400	1947	2348	903
Medicals/Miscellaneous	2321	2383	2715	3877	3833	3557	3142	3195	998
Total	7934	8097	7102	8839	9450	8160	7267	7863	2834



DILWORTH POLICE DEPARTMENT



Group A & B Arrests reported to NIBRS

Agency Name	Agency ORI	Jan 2023	Feb 2023	Mar 2023	Apr 2023	May 2023	Jun 2023	Jul 2023	Aug 2023	Sep 2023	Oct 2023	Nov 2023	Dec 2023	2023 Total
Clay SO	MN0140000	42	31	31	30	35	35	50	42	38	35	39	46	454
Barnesville PD	MN0140100	1	1	4	5	1	3	2	0	4	1	2	3	27
Dilworth PD	MN0140200	79	56	45	49	49	64	77	75	89	90	63	72	808
Hawley PD	MN0140300	3	2	2	4	4	4	4	2	4	3	6	4	42
Moorhead PD	MN0140400	178	164	185	201	207	211	226	277	242	213	194	219	2517
Glyndon PD	MN0140600	2	3	2	1	3	4	2	2	5	2	3	5	34

Agency Name	Agency ORI	Jan 2024	Feb 2024	Mar 2024	Apr 2024	May 2024	Jun 2024	Jul 2024	Aug 2024	Sep 2024	Oct 2024	Nov 2024	Dec 2024	2024 Total
Clay SO	MN0140000	27	46	52	50	42	40	41	48	36	38	24	23	467
Barnesville PD	MN0140100	2	2	6	5	1	0	1	0	4	4	1	1	27
Dilworth PD	MN0140200	75	61	52	84	52	62	59	90	63	53	43	54	748
Hawley PD	MN0140300	3	1	1	3	2	4	0	1	1	6	0	6	28
Moorhead PD	MN0140400	179	154	182	188	214	209	216	212	177	201	233	164	2329
Glyndon PD	MN0140600	2	2	1	2	4	10	6	0	7	6	2	0	42

Agency Name	Agency ORI	Jan 2025	Feb 2025	Mar 2025	Apr 2025	May 2025	Jun 2025	Jul 2025	Aug 2025	Sep 2025	Oct 2025	Nov 2025	Dec 2025	2025 Total
Clay SO	MN0140000	31	37	48	45	46	31	31	35	52	30	19	27	432
Barnesville PD	MN0140100	2	0	2	0	4	0	2	3	1	0	3	1	18
Dilworth PD	MN0140200	51	62	46	60	83	48	36	52	46	41	35	24	584
Hawley PD	MN0140300	0	1	1	0	2	1	0	1	2	1	0	0	9
Moorhead PD	MN0140400	157	132	195	131	192	186	192	188	216	183	153	148	2073
Glyndon PD	MN0140600	0	1	0	4	4	2	3	1	1	0	0	0	16

Agency Name	Agency ORI	Jan 2026	Feb 2026	Mar 2026	Apr 2026	May 2026	Jun 2026	Jul 2026	Aug 2026	Sep 2026	Oct 2026	Nov 2026	Dec 2026	2026 Total
Clay SO	MN0140000	21	31	39	26									117
Barnesville PD	MN0140100	0	0	3	1									4
Dilworth PD	MN0140200	23	30	40	42									135
Hawley PD	MN0140300	2	1	0	1									4
Moorhead PD	MN0140400	134	171	141	*									446
Glyndon PD	MN0140600	0	0	0	1									1

* Not yet reported

Incident Analysis Report

Summary By Incident Type

Print Date/Time: 05/05/2026 09:54
Login ID: clay\stacypritchard
Incident Type: All
Call Source: All

From Date: 04/01/2026 00:00
To Date: 04/30/2026 23:59

DILWORTH POLICE DEPARTMENT
ORI Number: MN0140200

Officer ID: All
Location: All

Incident Type	Number of Incidents
911 Hangup	1
Abuse	19
Accident - Injury	2
Accident - Property	7
Agency Assist	3
Alarm	3
Animal Calls	16
Assist Fire	3
Background Check	31
Burglary	1
Civil	1
COP	31
Directed Patrol	89
Disturbance	40
Domestic	8
Field Contact	20
Fingerprints	25
Firearms Permit	10
Found Person	1
Found Property	13
Fraud	7
Harassment	5
Health - Safety	15
Impaired Driver	1
Impaired Person	8
Juvenile Complaint	5
Lost Property	1
Loud Noise	8
Loud Party	1
Medical Assist	45
Misc - Admin	1
Missing Person	3
Narcotics	4
Offender Check	1
Parking Complaint	24
Property Removal	2
Public Assist	34
Reckless Driving	8

Incident Analysis Report

Summary By Incident Type

Print Date/Time: 05/05/2026 09:54
Login ID: clay\stacypritchard
Incident Type: All
Call Source: All

From Date: 04/01/2026 00:00
To Date: 04/30/2026 23:59

DILWORTH POLICE DEPARTMENT
ORI Number: MN0140200
Officer ID: All
Location: All

Incident Type	Number of Incidents
Recovered NCIC	1
Registered Offender	9
Residence/Building Check	42
Sex Assault	1
Shoplifting	10
Stolen Vehicle	2
Suicidal Person	5
Suspicious	22
Theft	4
Traffic Complaint	21
Traffic Stop	172
Vandalism	2
Vehicle Unlock	6
Violation of Court Orders	2
Warrant - Wanted	6
Welfare Check	10
Total:	812

AGENDA ITEM NO. 4.E

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:

- M.J. Dalsin Company of ND, Inc.
- Advance Garage Door
- Nova Fire Protection
- Manning Mechanical
- Herog Roofing
- Trail Painting Company

SUGGESTED ACTION: Consent agenda approval

VOTING REQUIREMENT: Simple Majority of the Voting Quorum

SUBMITTED BY: Peyton Mastera, City Administrator

DEPARTMENT: City Hall

ATTACHMENTS: Advance Garage Door (8C) - Dilworth Community Center Project.pdf

M.J. Dalsin Company of ND, Inc. (7A) - Dilworth Community Center Project.pdf

Nova Fire Protection (21) - Dilworth Community Center Project.pdf

Manning Mechanical (23) - Dilworth Community Center Contract.pdf

Trail Painting Company (9I) - Dilworth Community Center Project.pdf

Herog Roofing (7E) - 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)

Advance Garage Door, Inc.
PO Box 3011
Fargo, ND 58108

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 – 8C Overhead Doors and Coiling Doors

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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April 20, 2026

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 Seven Thousand Four Hundred Fifty-six Dollars and Zero Cents ($ 7,456.00), 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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(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)

Gene Sweeney
Advance Garage Door, 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:
99014A56896894A8...

OWNER *(Signature)*

Peyton Mastera, City Administrator
(Printed name and title)

Gene Sweeney

CONTRACTOR *(Signature)*

GENE SWEENEY, PRES.
(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 Advance Garage Door Inc., hereinafter called the bidder, a

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

Advance Garage Door, Inc. 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: 2/13/26 B: 2/18/26 C: 2/20/26.

Bidder acknowledges the review of Section 00 0150 Bid Packages Scope of Work: RS (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
# 08 3613 / SECTIONAL DOORS	$ 7,456
#	$
#	$
#	$

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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 Project Manager

Business Address 2831 1st Avenue N. Fargo, ND 58102

(SEAL if bid is by a Corporation) _____

Telephone No. 701-237-5147

E-Mail sales@advgaragefargo.com

END OF SECTION

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Exhibit 1

SHEET INDEX

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V1.00	EXISTING CONDITIONS
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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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L100	HARDSCAPE MATERIALS PLAN - ALT. 1A (FINISHES)
L101	HARDSCAPE LAYOUT PLAN - ALT. 1A (FINISHES)
L102	HARDSCAPE MATERIALS PLAN - ALT. 1B & 1C (COLORED CONCRETE, TOP CAST, RAIL)
L103	HARDSCAPE MATERIALS PLAN - ALT. 4 (PLAZA)
L104	HARDSCAPE LAYOUT PLAN - ALT. 4 (PLAZA)
L500	HARDSCAPE DETAILS

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S2.03	ROOF FRAMING PLAN
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S3.01	FOUNDATION DETAILS
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A3.60	ROOF PLAN
A4.01	EXTERIOR ELEVATIONS
A4.11	BUILDING SECTIONS
A4.21	WALL SECTIONS
A4.22	ENLARGED SECTIONS
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P200	FOUNDATION - PLUMBING
P201	MAIN LEVEL - PLUMBING
P202	KITCHEN V34 - PLUMBING AND RISER DIAGRAMS
P203	PLUMBING RISER DIAGRAMS
M201	MAIN LEVEL AND MECHANICAL MEZZANINE - MECHANICAL PIPING
M202	MECHANICAL & PLUMBING SCHEMATICS
M301	MAIN LEVEL AND MECHANICAL MEZZANINE - HVAC
M400	ROOF - MECHANICAL
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E301	MAIN LEVEL AND MECHANICAL MEZZANINE - POWER
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E401	MAIN LEVEL AND MECHANICAL MEZZANINE - SYSTEMS
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Advance GARAGE DOOR INC
2831 NORTH 1ST AVENUE
PO BOX 3011
FARGO ND 58108
701-237-5147

EMAIL: INFO@ADVGARAGEFARGO.COM
WEBSITE: WWW.ADVGARAGEFARGO.COM

Estimate

Date	Estimate #
2/26/2026	14789

PO NO. PHONE #

Name / Address

DILWORTH COMMUNITY CENTER
16TH ST N
DILWORTH, MN 56562

PROJECT

DILWORTH COMMUNITY CENTER

Description	Qty	Rate	Total
DILWORTH COMMUNITY CENTER - 16TH ST N. DILWORTH, MN 56562			
8C: SECTION 08 3613 - SECTIONAL DOORS			
ACK ADDENDA - A: 2/13/2026 B:2/18/2026 C: 2/20/2026			
12-2 X 10-0 CLOPAY ENERGY SERIES MODEL 3722 | COMPLETE DOOR | STANDARD WHITE | INSULATED TEMPERED FULL VISION WINDOWS 4TH SECTION | INTELLICORE POLYURETHANE INSULATION R: 18.4 TORSION SPRING 3" REVERSE ANGLE STANDARD 15" RADIUS WHITE WEATHERSTRIP STRUT	1	5,561.00	5,561.00
LIFTMASTER MAXUM SERIES MODEL RJDC7S1BER COMMERCIAL JACKSHAFT OPERATOR W/ DISCONNECT PHOTO EYES WALL STATION	1	1,895.00	1,895.00
* INSTALLED TAX INCLUDED *			
** ALL PRICES ARE SUBJECT TO CHANGE PRIOR TO NOTICE **		0.00	0.00

THANK YOU
-RYAN SWEENEY

Total $7,456.00

DATE INSTALLATION DESIRED _____ **NET TOTAL** _____

OPENINGS ARE TO BE PREPARED BY OTHERS WITH OUR SPECIFICATIONS. THE ABOVE PRICE DOES NOT INCLUDE GLASS, GLAZING, PAINTING OR WIRING FOR ELECTRIC OPERATOR, UNLESS INCLUDED IN ABOVE PROPOSAL. ABOVE PROPOSAL IS MADE FOR PROMPT ACCEPTANCE. AGEEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS OR OTHER CONDITIONS BEYOND OUR CONTROL. WE CARRY MANUFACTURERS, CONTRACTORS, AND EMPLOYERS' LIABILITY AND WORKMAN'S COMPENSATION INSURANCE.

ACCEPTANCE AND CONTRACT (All prices are subject to change without prior notice.)

THE UNDERSIGNED HEREBY AGREES THAT THE TERMS AND CONDITIONS OF THE ABOVE PROPOSAL ARE ACCEPTED AND BY SIGNING HEREOF DO FURTHER AGREE THAT THE ABOVE PROPOSAL BECOME THE CONTRACT BETWEEN THE UNDERSIGNED. THIS CONTRACT IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND ANY MODIFICATIONS OR CHANGES MUST BE IN WRITING AND APPROVED BY THE PARTIES.

BY: _____ DATE: _____ BY: Ryan Sweeney DATE: 2/26/2026

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8C

Contractor Name Advance Garage Door Inc.

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: Eugene Sweeney	**Printed Name:** Eugene Sweeney
Title: President	**Date:** 2/26/2026
Company Name: Advance Garage Door Inc.	

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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
Advance Garage Door Inc.	Fargo

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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**
NO SUBCONTRACTORS WILL BE USED	

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: Eugene Sweeney	**Printed Name:** Eugene Sweeney
Title: President	**Date:** 2/26/2026
Company Name: Advance Garage Door Inc.	

AIA® Document A312™ – 2010

Performance Bond

Bond Number: 7901106792

CONTRACTOR:
(Name, legal status and address)
Advance Garage Door, Inc.
PO Box 3011
Fargo, ND 58108

SURETY:
(Name, legal status and principal place of business)
Nationwide Mutual Insurance Company
ONE WEST NATIONWIDE BLVD., FSSC-RR
Columbus, OH 43215-2220

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: Seven Thousand Four Hundred Fifty-six & 00/100 ($7,456.00)

Description:
(Name and location) Dilworth Community Center - Bid Package 8C Overhead Doors & Coiling Doors
Dilworth, MN

BOND
Date: May 5, 2026
(Not earlier than Construction Contract Date)

Amount: Seven Thousand Four Hundred Fifty-six & 00/100 ($7,456.00)

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Advance Garage Door, Inc.

Signature: Eugene Sweeney
Name and Title: Eugene Sweeney
President

SURETY
Company: *(Corporate Seal)*
Nationwide Mutual Insurance Company

Signature: Rebecca J. Hecker
Name and Title: Rebecca J. Hecker
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

§ 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.

§ 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.

AIA® Document A312™ – 2010

Payment Bond

Bond Number: 7901106792

CONTRACTOR:
(Name, legal status and address)
Advance Garage Door, Inc.
PO Box 3011
Fargo, ND 58108

SURETY:
(Name, legal status and principal place of business)
Nationwide Mutual Insurance Company
ONE WEST NATIONWIDE BLVD., FSSC-RR
Columbus, OH 43215-2220

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: Seven Thousand Four Hundred Fifty-six & 00/100 ($7,456.00)

Description:
(Name and location) Dilworth Community Center - Bid Package 8C Overhead Doors & Coiling Doors
Dilworth, MN

BOND
Date: May 5, 2026
(Not earlier than Construction Contract Date)

Amount: Seven Thousand Four Hundred Fifty-six & 00/100 ($7,456.00)

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Advance Garage Door, Inc.

Signature:
Name and Title: Eugene Sweeney
President

SURETY
Company: *(Corporate Seal)*
Nationwide Mutual Insurance Company

Signature:
Name and Title: Rebecca J. Hecker
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

§ 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.

§ 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.

§ 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 5 **day of** May **20** 26**, before me personally appeared** Eugene Sweeney **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.**

MEAGAN MCKERNAN
(NOTARIAL SEAL)
Notary Public
State of North Dakota
My Commission Expires Sept. 2, 2026

Meagan McKee

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.**

(NOTARIAL SEAL)

_____

ACKNOWLEDGMENT OF SURETY

State of North Dakota)
County of Cass)

On this 5th **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** Nationwide Mutual Insurance Company **and acknowledged to me that he or she subscribed the name of** Nationwide Mutual Insurance Company **thereto as surety and his or her own name as Attorney in Fact.**

(NOTARIAL SEAL)

JILL GRAVELINE
Notary Public
State of North Dakota
My Commission Expires January 28, 2027

Jill Graveline

Docusign Envelope ID: 87266319-7BBD-889F-829B-18D4FEC7E95C

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Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:
BRAEDEN P NELSON; BRIDGET K NITZ; JOSIE L WING; REBECCA J HECKER

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf on the date thereof any and all: (i)bonds and undertakings; (ii) Proposal Bonds; (ii) Letters of Surety; (iv) Consent of Surety; and (v) other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

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

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 23rd day of October, 2025.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

NATIONWIDE MUTUAL INSURANCE COMPANY SEAL COLUMBUS, OH

STATE OF OHIO COUNTY OF FRANKLIN: ss
On this 23rd day of October, 2025, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Karen L. Karn
Notary Public, State of Ohio
No. 2018-RE-719796
Commission Expires July 7, 2028

Notary Public
My Commission Expires
July 7, 2028

CERTIFICATE

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

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 5th day of May, 2026.

Assistant Secretary

BDJ 1(10-25)00

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/31/2026

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: Heidi Stalboerger
PHONE (A/C, No, Ext): 701-237-3311 FAX (A/C, No): 701-232-4442
E-MAIL ADDRESS: Heidi.Stalboerger@MarshMMA.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : SECURA INSURANCE COMPANY	22543
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED ADVANGARAG
Advance Garage Door, Inc.
PO Box 3011
Fargo ND 58108

COVERAGES **CERTIFICATE NUMBER:** 164885699 **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	Y		CP3230074	11/15/2025	11/15/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						ND StopGap Emp Liab	$ $1M/$1M/$1M
A	AUTOMOBILE LIABILITY			A3230075	11/15/2025	11/15/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			CU3230076	11/15/2025	11/15/2026	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Equipment Floater			CP3230074	11/15/2025	11/15/2026	Leased/Rented Equip Deductible	50,000 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured status on a primary and non-contributory basis including ongoing and completed operations and waiver of subrogation on the general liability apply per form GCE1037 when required by written contract. Additional Insured status on a primary and non-contributory basis and waiver of subrogation on the auto liability policy per form CAE0131 when required by written contract. Per project limit applies to general aggregate limit and does not extend to products-completed operations hazard.
Project: Dilworth Community Center - Dilworth, MN
Project No.: 25-011
Owner: City of Dilworth - Po Box 187, Dilworth, MN 56529
Architect: Zerr Berg Architects, Inc. - 510 4th Ave N, Fargo, ND 58102-4821
See Attached...

CERTIFICATE HOLDER

Gehrtz Construction Services
510 N 4th Ave
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: ADVANGARAG

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh McLennan Agency LLC	**NAMED INSURED** Advance Garage Door, Inc. PO Box 3011 Fargo ND 58108
POLICY NUMBER	
CARRIER / **NAIC CODE**	**EFFECTIVE DATE:**

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

Gehrtz Construction Services Inc. (Construction Manager), City of Dilworth (Owner), and Zerr Berg Architects, Inc. (Architect) are included as an Additional Insured on the general liability when required by written contract.

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WSI
North Dakota Workforce
Safety & Insurance

Art Thompson
Director

Sweeney Eugene S & Robert J
Advance Garage Door Inc
PO Box 3011
Fargo ND 58108-3011

May 19, 2025

Account Information

Employer account number:	1092360
Issue date:	05/19/2025
Expiration date:	06/14/2026

Certificate of Payment

Reason For Notice

Workforce Safety & Insurance (WSI) certifies Advance Garage Door Inc has North Dakota workers' compensation coverage from 04/01/2025 to 03/31/2026. Employees of Advance Garage Door 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
5410A	**Carpentry**
8805	**Clerical Office Employees**

Sincerely,

Sarah F.

Sarah Feist
Chief of Employer Services

PL5

1600 E Century Ave, Ste 1 · PO Box 5585 · Bismarck, ND 58506-5585 · 701-328-3800 · 800-777-5033 · Fax: 888-786-8695 · www.workforcesafety.com
Fraud Safety Hotline: 800-243-3331 · Hearing Impaired: 800-366-6888 · Email: ndwsi@nd.gov

Docusign Envelope ID: 87266319-7BBD-889F-829B-18D4FEC7E95C

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.)

ADVANCE GARAGE DOOR INC

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) . . . .

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.

PO BOX 3011

Requester's name and address (optional)

6 City, state, and ZIP code

FARGO ND 58108

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

4 5 – 0 4 3 3 1 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 Stefany Halvorson Date March 16, 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)

M.J. Dalsin Company of N.D., Inc.
PO Box 5055
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 – 7A Moisture
Protection

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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April 20, 2026

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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User Notes:

§ 4.2 Stipulated Sum
§ 4.2.1 The Contract Sum shall be Four Hundred Twelve Thousand Eighty-five Dollars and Zero Cents ($ 412,085.00), 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)

(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)

§ 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)

Init. /

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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)

Jeremy Paulson
MJ Dalsin, 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:
99014A5686684A8...

OWNER *(Signature)*

Peyton Mastera, City Administrator
(Printed name and title)

CONTRACTOR *(Signature)*

JEREMY PAULSON - ESTIMATOR
(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 M.J. Dalsin Co of ND, Inc, hereinafter called the bidder, a

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

Roofing Contractor 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
# 7A Moisture Protection	$ 412,085.00
#	$
#	$
#	$

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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 Estimator/Project Manager

Business Address 635 Armour St NW West Fargo, ND 58078

(SEAL if bid is by a Corporation) _____

Telephone No. (701) 282-0509

E-Mail JeremyP@Dalsinroofing.com

END OF SECTION

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Exhibit 1

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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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Contractor Name M.J. Dalsin Co of ND, Inc

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:** Matt Pomey
Title: Owner/President	**Date:** 2/26/2026
Company Name: M.J. Dalsin Co of ND, Inc	

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AIA® Document A312™ – 2010

Performance Bond

Bond Number: 190058170

CONTRACTOR:
(Name, legal status and address)
M.J. Dalsin Co. of ND, Inc.

635 Armour St NW
West Fargo, ND 58078

SURETY:
(Name, legal status and principal place of business)
Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER:
(Name, legal status and address)
City of Dilworth
PO Box 187
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: Four Hundred Twelve Thousand Eighty-five & 00/100 ($412,085.00)

Description:
(Name and location) Dilworth Community Center - BP: 7A Moisture

Dilworth, MN

BOND
Date: May 4, 2026
(Not earlier than Construction Contract Date)

Amount: Four Hundred Twelve Thousand Eighty-five & 00/100 ($412,085.00)

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
M.J. Dalsin Co. of ND, Inc.

Signature: Matt Pomo
Name and Title: Matt Pomo President

SURETY
Company: *(Corporate Seal)*
Liberty Mutual Insurance Company

Signature: Rebecca J. Hecker
Name and Title: Rebecca J. Hecker 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

§ 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.

§ 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: 4FBB4104-17A1-883F-83AB-A21AA13D70A9

AIA Document A312™ – 2010

Payment Bond

Bond Number: 190058170

CONTRACTOR:
(Name, legal status and address)
M.J. Dalsin Co. of ND, Inc.

635 Armour St NW
West Fargo, ND 58078

SURETY:
(Name, legal status and principal place of business)
Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER:
(Name, legal status and address)
City of Dilworth
PO Box 187
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: Four Hundred Twelve Thousand Eighty-five & 00/100 ($412,085.00)

Description:
(Name and location) Dilworth Community Center - BP: 7A Moisture

Dilworth, MN

BOND
Date: May 4, 2026
(Not earlier than Construction Contract Date)

Amount: Four Hundred Twelve Thousand Eighty-five & 00/100 ($412,085.00)

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
M.J. Dalsin Co. of ND, Inc.

Signature: Matt Dalsin
Name and Title: Matt Dalsin President

SURETY
Company: *(Corporate Seal)*
Liberty Mutual Insurance Company

Signature: Rebecca J. Hecker
Name and Title: Rebecca J. Hecker 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

§ 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.

§ 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.

Docusign Envelope ID: 4FBB4104-17A1-883F-83AB-A21AA13D70A9

ACKNOWLEDGMENT OF PRINCIPAL (CORPORATION)

State of North Dakota)
County of CASS)

On this 6th day of May 20 26, before me personally appeared Matthew Pimey 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.

MICHELLE KERBAUGH
Notary Public
State of North Dakota
My Commission Expires September 21, 2026

Michelle Kerbaugh

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 Liberty Mutual Insurance Company and acknowledged to me that he or she subscribed the name of Liberty Mutual Insurance Company 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

Wanda Terry

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Liberty Mutual. SURETY

POWER OF ATTORNEY

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

Certificate No: **8214047-190064**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Braeden Nelson; Bridget Nitz; Josie L. Wing; Rebecca J. Hecker; Ryan Hoffman

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 16th day of May, 2025.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS
THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE
WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

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

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 16th day of May, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

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

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of May, 2026.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS
THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE
WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

By: _____
Renee C. Llewellyn, Assistant Secretary

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

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

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/4/2026

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
505 Broadway North, Suite 100
Fargo ND 58102

CONTACT NAME: Shelly Manske
PHONE (A/C, No, Ext): 701-237-3311 FAX (A/C, No): 701-232-4442
E-MAIL ADDRESS: Shelly.Manske@MarshMMA.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : UNITED FIRE AND CASUALTY COMPA	13021
INSURER B : Columbia Casualty Company	31127
INSURER C : WESTCHESTER SURPLUS LINES INSU	10172
INSURER D :	
INSURER E :	
INSURER F :	

INSURED MJDALSI-03
MJ Dalsin Co of ND, Inc
PO Box 5055
West Fargo ND 58078

COVERAGES **CERTIFICATE NUMBER:** 1158735765 **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	Y		85328174	11/3/2025	11/3/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						ND Stop Gap Emp Liab	$ 1M/$1M/$1M
A	AUTOMOBILE LIABILITY			85328174	11/3/2025	11/3/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X 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)	$
								$
A	X UMBRELLA LIAB X OCCUR			85328174	11/3/2025	11/3/2026	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A					PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	Pollution Liability			G70973388004	11/3/2025	11/3/2027	Pollution Liability	$2M Cond/$2M Agg
A	Inland Marine			85328174	11/3/2025	11/3/2026	Installation Floater	$1,000,000
B	Professional Liability			CEO591960702	11/3/2025	11/3/2026	Professional Liab	$1M Occ/$1M Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project No: Project No. 25-011
Project: Dilworth Community Center - Dilworth, MN
Owner: City of Dilworth - POBox 187, Dilworth, MN 56529
Architect: Zerr Berg Architects, Inc.
Gehrtz Construction Services, Inc., City of Dilworth (Owner) and Zerr Berg Architects, Inc. (Architect) are included as Additional Insured with regard to the General Liability when required by written contract.

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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548

WSI
North Dakota Workforce
Safety & Insurance

Art Thompson
Director

MATT POMEY
M J Dalsin Co Of ND Inc
PO Box 5055
West Fargo ND 58078-5055

August 14, 2025

Account Information

Employer account number:	757336
Issue date:	08/14/2025
Expiration date:	09/13/2026

Certificate of Payment

Reason For Notice

Workforce Safety & Insurance (WSI) certifies M J Dalsin Co Of ND Inc has North Dakota workers' compensation coverage from 07/01/2025 to 06/30/2026. Employees of M J Dalsin Co Of ND 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
5183	**Plumbing-Htg-Sheet Metal**
5410C	**Alterations & Rpr-Existing Bldg**
8292	**General Warehouse & Storage**
8747	**Professional/Business Reps**
8805	**Clerical Office Employees**

Sincerely,

Sarah F.

Sarah Feist
Chief of Employer Services

PL5

Docusign Envelope ID: 4FBB4104-17A1-883F-83AB-A21AA13D70A9

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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.)

MJ DALSIN CO OF ND INC

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) . . . .

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.

635 ARMOUR ST NE

Requester's name and address (optional)

6 City, state, and ZIP code

WEST FARGO ND 58078

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

4 2 – 1 5 3 4 8 6 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** **Date** 4-1-2025

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)

Nova Fire Protection, Inc.
1424 44th 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 – 21 Building Sprinkler System

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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April 20, 2026

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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User Notes:

§ 4.2 Stipulated Sum
§ 4.2.1 The Contract Sum shall be One Hundred Nine Thousand Four Hundred Forty-two Dollars and Zero Cents ($ 109,442.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid $106,554.00
Alt. No. 5A Prefunction & activity room finish upgrades $2,888.00
Total Contract Amount $109,442.00

§ 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)

§ 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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§ 5.1.7.1.1 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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User Notes:

(Paragraph Deleted)

Peyton Mastera
PO Box 187
Dilworth, MN 56529

§ 8.3 The Contractor's representative:

(Paragraph Deleted)

Nick Evans
Nova, 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		

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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.

DocuSigned by:
99017A5686684A8...

OWNER *(Signature)*

Peyton Mastera, City Administrator
(Printed name and title)

CONTRACTOR *(Signature)*

Nick Evans, President
(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 NOVA Fire Protection, Inc. , hereinafter called the bidder, a

North Dakota corporation / ~~partnership / an individual~~, doing business as
(State) (strike out inapplicable terms)
NOVA Fire Protection, Inc. 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: CAJ (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
# Bid Package 21 - Building Sprinkler System	$ 106,554.00
#	$
#	$
#	$

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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 $ 2,888.00

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

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_____
(signature)

Title President

Business Address 1424 44th St. N, Fargo, ND 58102

(SEAL if bid is by a Corporation) _____

Telephone No. 701-371-9293

E-Mail nick@novafire.com

END OF SECTION

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Exhibit 1

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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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Contractor Name NOVA Fire Protection, Inc.

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:** Nick Evans
Title: President	**Date:** 2-26-26
Company Name: NOVA Fire Protection, Inc.	

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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
N/A	N/A

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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**
N/A	N/A

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-2

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

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

Authorized Signature of Owner or Officer:	**Printed Name:** Nick Evans
Title: President	**Date:** 2-26-26
Company Name: NOVA Fire Protection, Inc.	

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AIA® Document A312™ – 2010

Performance Bond

Bond Number: 3313619

CONTRACTOR:
(Name, legal status and address)
Nova Fire Protection, Inc.

1424 44th Street N

Fargo, ND 58102

SURETY:
(Name, legal status and principal place of business)
The Cincinnati Insurance Company

P O Box 145496

Cincinnati, OH 45250-5496

OWNER:
(Name, legal status and address)
City of Dilworth

PO Box 187

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 Hundred Nine Thousand Four Hundred Forty-two & 00/100 ($109,442.00)

Description:
(Name and location) Dilworth Community Center
Dilworth, MN

Project No. 25-011

BOND
Date: May 1, 2026
(Not earlier than Construction Contract Date)

Amount: One Hundred Nine Thousand Four Hundred Forty-two & 00/100 ($109,442.00)

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Nova Fire Protection, Inc.

Signature: _____
Name Nick Evans
and Title: President

SURETY
Company: *(Corporate Seal)*
The Cincinnati 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

Docusign Envelope ID: 08A9771F-78D1-8791-812D-326E2556F6CC

§ 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.

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AIA® Document A312™ – 2010

Payment Bond

Bond Number: 3313619

CONTRACTOR:
(Name, legal status and address)
Nova Fire Protection, Inc.

1424 44th Street N

Fargo, ND 58102

SURETY:
(Name, legal status and principal place of business)
The Cincinnati Insurance Company

P O Box 145496

Cincinnati, OH 45250-5496

OWNER:
(Name, legal status and address)
City of Dilworth

P O Box 187

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 Hundred Nine Thousand Four Hundred Forty-two & 00/100 ($109,442.00)

Description:
(Name and location) Dilworth Community Center
Dilworth, MN

Project No. 25-011

BOND
Date: May 1, 2026
(Not earlier than Construction Contract Date)

Amount: One Hundred Nine Thousand Four Hundred Forty-two & 00/100 ($109,442.00)

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Nova Fire Protection, Inc.

Signature: _____
Name Nick Evans
and Title: President

SURETY
Company: *(Corporate Seal)*
The Cincinnati Insurance Company

Signature: Rebecca J Hecker
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

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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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§ 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 13 **day of** May **20** 26**, before me personally appeared** Nick Evans **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.**

MICHELE BOLZ
Notary Public
State of North Dakota
My Commission Expires July 28, 2028

Michele Bolz

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.**

(NOTARIAL SEAL)

_____

ACKNOWLEDGMENT OF SURETY

State of North Dakota **)**
County of Cass **)**

On this 1st **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** The Cincinnati Insurance Company **and acknowledged to me that he or she subscribed the name of** The Cincinnati Insurance Company **thereto as surety and his or her own name as Attorney in Fact.**

(NOTARIAL SEAL)

WANDA TERRY
Notary Public
State of North Dakota
My Commission Expires Jan 13, 2027

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THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Braeden Patrick Nelson; Ryan Hoffman; Daniel M. Armbrust; Rebecca J. Hecker; Bridget Nitz; Jill Graveline and/or Josie Wing

of Fargo, North Dakota
their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to
Twenty Million and No/100 Dollars ($20,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

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

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

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.

The Cincinnati Insurance Company CORPORATE SEAL OHIO
The Cincinnati Casualty Company CORPORATE SEAL OHIO

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

STATE OF OHIO)SS:
COUNTY OF BUTLER)

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.

NOTARIAL SEAL STATE OF OHIO

Keith Collett, Attorney at Law
Notary Public – State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 1st day of May, 2026

The Cincinnati Insurance Company CORPORATE SEAL OHIO
The Cincinnati Casualty Company CORPORATE SEAL OHIO

BN-1457 (3/21)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/5/2026

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
505 Broadway North, Suite 100
Fargo ND 58102

CONTACT NAME: Brandon Hickcox
PHONE (A/C, No, Ext): 701-237-3311 **FAX (A/C, No):** 701-232-4442
E-MAIL ADDRESS: brandon.hickcox@marshmma.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Phoenix Insurance Company	25623
INSURER B : Travelers Property Casualty Co	25674
INSURER C : Travelers Indemnity Company of	25682
INSURER D : Charter Oak Fire Insurance Com	25615
INSURER E :	
INSURER F :	

INSURED NOVAFIR-04
Nova Fire Protection, Inc.
1424 44th St N.
Fargo ND 58102

COVERAGES **CERTIFICATE NUMBER:** 936540749 **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**	Y	Y	CO8M677741	1/1/2026	1/1/2027	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
C	**AUTOMOBILE LIABILITY**	Y	Y	8108M667262	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X **UMBRELLA LIAB** X OCCUR	Y	Y	CUP8M725386	1/1/2026	1/1/2027	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A	Y	UB8M667194	1/1/2026	1/1/2027	X PER STATUTE OTH-ER	ND StopGap E.L.
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Installation Floater Equipment Floater			6603N802471	1/1/2026	1/1/2027	Limit at Location Leased/Rented Limit Equipment Deductible	$100,000 $100,000 $1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation policy applies in AZ, CO, IA, MN, MT, NE, OR, and SD. Workers Compensation policy includes North Dakota StopGap Employer's Liability coverage. Workers Compensation Coverage excludes Mike Evans and Nick Evans as relates to AZ, CO, OR, and MN.
Certificate holder and others required by written contract are included as additional insured on the General Liability policy per form CGD604 (coverage applies to ongoing and completed operations if required in written contract, and is primary/noncontributory per form CGT1000) and on the Automobile policy per form CAT353 when required by written contract. Coverage is primary and non-contributory. Waivers of subrogation apply on the General Liability policy per form CGD316, on the Automobile policy per form CAT353 and on the Workers Compensation policy when required by written contract. Additional Insured status on a primary and non-contributory basis and waiver of subrogation on the umbrella policy follow form of underlying policies when required by written contract.

See Attached...

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

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AGENCY CUSTOMER ID: NOVAFIR-04

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh McLennan Agency	**NAMED INSURED** Nova Fire Protection, Inc. 1424 44th St N. Fargo ND 58102
POLICY NUMBER	
CARRIER / **NAIC CODE**	**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, Dilworth, MN
Project No. 25-011
City of Dilworth (Owner) and Gehrtz Construction Services, Inc. (Construction Manager) and Zerr Berg Architects, Inc. (Architect) are included as Additional Insured on the General Liability when required by written contract.

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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.)

Nova Fire Protection, Inc.

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) . . . .

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.

1424 44th Street North

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

5 9 – 3 8 2 8 4 5 0

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** Kristy Ertelt **Date** 01/02/2026

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)

Manning Mechanical Inc.
4210 19th Ave 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

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 – 23 HVAC and Temp Controls

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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April 20, 2026

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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User Notes: (3B9ADA44)

§ 4.2 Stipulated Sum
§ 4.2.1 The Contract Sum shall be One Million Two Hundred Forty-nine Thousand Seventy-six Dollars and Zero Cents ($ 1,249,076.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid $1,320,300.00
Alt. No. 7 Alternate temperature controls - Wir3d ($71,224.00)
Total Contract Amount $1,249,076.00

§ 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)

§ 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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(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)

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)

Randy Nowakowski
Manning Mechanical, 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		

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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.

DocuSigned by:

99014A5686684A8...

OWNER *(Signature)*

Peyton Mastera, City Administrator

(Printed name and title)

CONTRACTOR *(Signature)*

TIM HAGLIN PRESIDENT

(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 Manning Mechanical, hereinafter called the bidder, a

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

Corporation 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: R.N (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
# 22/ Plumbing	$ 360,500
# 23/ H.V.A.C	$ 1,320,300
#	$
#	$

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ALTERNATE PROPOSALS: See 01 2300 - Alternates for Descriptions

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

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

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

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

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

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

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

Alternate No. 5A - Interior Upgrades - Prefunction and Activity Room.
Add/Deduct $ 14,000

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

Alternate No. 6A - Food Service Upgrades - Mobile Prep Carts.
Add/Deduct $ N.B

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

Alternate No. 7 - Honeywell HBS (Fargo Office Branch).
Add/Deduct $ 45,170

Alternate No. 7 - Distech Controls (Climate Control, Fargo, ND).
Add/Deduct $ 39,215

Alternate No. 7 - Wir3d Electric.
Add/Deduct $ 71,224

Alternate No. 7 - Siemens Industry Inc. Apogee. (G&R Controls, Fargo, ND).
Add/Deduct $ 52,720

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

Alternate No. 7 - Trane.
Add/Deduct $ 14645

UNIT PRICES: See 01 2200 - Unit Prices for Descriptions

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

Unit Price No. 2 - Clay - Bid Package 31.
UP-2 $ N.B 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.

ALT-7 AUTOMATED TECHNOLOGIES $116,800

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Respectfully submitted,

By Randy Nowakowski
(signature)

Title P.M / ESTIMATOR

Business Address 4210 19TH AVE NORTH

(SEAL if bid is by a Corporation) _____

Telephone No. 701-293-9774

E-Mail RNOWAKOWSKI@MANNINGMECHANICAL.COM

END OF SECTION

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Exhibit 1

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C1.20 DEMOLITION PLAN
C1.30 SITE UTILITY PLAN
C1.40 SITE GRADING PLAN - NORTH
C1.41 SITE GRADING PLAN - SOUTH
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07 2119 - Foamed-In-Place Insulation
07 2500 - Weather Barriers
07 4213 - Metal Wall Panels
07 4213.23 - Metal Composite Material Wall Panels
07 4616 - Aluminum Planks
07 5300 - Elastomeric Membrane Roofing
07 6200 - Sheet Metal Flashing and Trim
07 7200 - Roof Accessories
07 8400 - Firestopping
07 9200 - Joint Sealants

DIVISION 08 -- OPENINGS

08 1113 - Hollow Metal Doors and Frames
08 1416 - Flush Wood Doors
08 3223 - Sliding and Folding Glazed Walls and Doors
08 3613 - Sectional Doors
08 3800 - Traffic Doors
08 4313 - Aluminum-Framed Storefronts

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08 4413 - Glazed Aluminum Curtain Walls
08 7100 - Door Hardware
08 8000 - Glazing

DIVISION 09 -- FINISHES

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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Contractor Name MANNING MECHANICAL

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:** Randy Nowakowski
Title: PROJECT MANAGER/ ESTIMATOR	**Date:** 2-26-26
Company Name: MANNING MECHANICAL	

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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
AGASSIZ CHEMICAL	FARGO, ND
~~JOHNSON CONTROLS~~ WIRBD ALT #7	FARGO,ND
DESIGN CONTROL	FARGO, ND
MECHANICAL INSULATION	FARGO, ND

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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: Randy Nowakowski	**Printed Name:** Randy Nowakowski
Title: P.m/ Estimator	**Date:** 2-26-26
Company Name: MANNING MECHANICAL	

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AIA® Document A312™ – 2010

Performance Bond

Bond No. 30273065

CONTRACTOR:
(Name, legal status and address)
Manning Mechanical, Inc.

4210 19th Avenue North
Fargo, ND 58102

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

OWNER:
(Name, legal status and address)
City of Dilworth
2 1st Ave 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 Two Hundred Forty-nine Thousand Seventy-six & 00/100 ($1,249,076.00)

Description:
(Name and location)
Dilworth Community Center, Project No. 25-011- Bid Package 23 HVAC and Temp Controls

BOND
Date: May 1, 2026
(Not earlier than Construction Contract Date)

Amount: One Million Two Hundred Forty-nine Thousand Seventy-six & 00/100 ($1,249,076.00)

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Manning Mechanical, Inc.

Signature:
Name and Title: TIM HAGLIN PRESIDENT

SURETY
Company: *(Corporate Seal)*
Western Surety Company

Signature:
Name and Title: Attorney-in-Fact Nicole M. Coty

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
North Risk Partners
2010 Centre Pointe Blvd.
Mendota Heights, MN 55120
(651) 379-7800

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 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.

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AIA® Document A312™ – 2010

Bond No. 30273065

Payment Bond

CONTRACTOR:
(Name, legal status and address)
Manning Mechanical, Inc.

4210 19th Avenue North
Fargo, ND 58102

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

OWNER:
(Name, legal status and address)
City of Dilworth
2 1st Ave 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 Two Hundred Forty-nine Thousand Seventy-six & 00/100 ($1,249,076.00)

Description:
(Name and location)
Dilworth Community Center, Project No. 25-011- Bid Package 23 HVAC and Temp Controls

BOND
Date: May 1, 2026
(Not earlier than Construction Contract Date)

Amount: One Million Two Hundred Forty-nine Thousand Seventy-six & 00/100 ($1,249,076.00)

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Manning Mechanical, Inc.

Signature: _____
Name and Title: TIM HAGEN PRESIDENT

SURETY
Company: *(Corporate Seal)*
Western Surety Company

Signature: _____
Name and Title: Nicole M. Coty, 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:
North Risk Partners
2010 Centre Pointe Blvd.
Mendota Heights, MN 55120
(651) 379-7800

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

Docusign Envelope ID: 658A8EFB-FA48-8096-8187-0C55A91A7737

§ 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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CORPORATE ACKNOWLEDGMENT

STATE OF NORTH DAKOTA
COUNTY OF CASS

On the 13th day of MAY 2026. before me personally appeared, TIM HAGLIN to me, who being duly sworn, did depose and say: that ~~s~~/he resides in NORTH DAKOTA that ~~s~~/he is the PRESIDENT of the Manning Mechanical, Inc. the corporation described in and which executed the foregoing instrument; that s/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that s/he signed her/his name thereto by like order.

(SEAL)

ZACHARY OSBJORNSON
Notary Public
State of North Dakota
My Commission Expires August 04, 2026

Notary Public

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA
COUNTY OF Dakota

On the 1st day of May, 2026 before me personally appeared, Nicole M. Coty to me known, who being duly sworn, did say: that s/he resides in Minnesota that s/he is the aforesaid officer or attorney in fact of Western Surety Company a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument as signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

(SEAL)

Notary Public

LORI ANN ZARBOK
Notary Public
Minnesota
Commission No. 31032721
My Commission Expires Jan. 31, 2029

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Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Kevin Paulson, Amy Miller, Litton E S Field Jr, Chad Christianson, Lori Hilmoe, De Ette J Wurm, Nicole M Coty, Mark Alan Thune, Brenda S Klimstra, Jessica A Olson, Mutya Alvaran Enoksen, Gayle L Thorson, Jeffrey R Skaar, Daschle Larsen, Erin Pohlman, Deb Geislinger, Jacqueline Riley, Leslie Seehusen, Sierra McQuoid, Tyler Johnson, Kelly Quiring, Drew Boehne, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 25th day of February, 2026.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota
County of Minnehaha } ss

On this 25th day of February, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
December 4, 2031

K. WALSH
NOTARY PUBLIC
SOUTH DAKOTA

K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 1st day of May, 2026.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

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

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

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

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

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/01/2026

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
North Risk Partners
622 Roosevelt Road
Suite 240
St Cloud MN 56301-6363

CONTACT NAME: Seth Wymore, CIC
PHONE (A/C, No, Ext): (218) 454-7117 **FAX (A/C, No):** (855) 927-6655
E-MAIL ADDRESS: seth.wymore@northriskpartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United Fire & Casualty Group	13021
INSURER B : SFM Mutual Insurance Company	11347
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Manning Mechanical, Inc.
4210 19th Ave North
Fargo ND 58102

COVERAGES **CERTIFICATE NUMBER:** 26-27 Master **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: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		1022565186	03/31/2026	03/31/2027	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			10047082612	03/31/2026	03/31/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			10008750377	03/31/2026	03/31/2027	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		34748.218	04/01/2026	04/01/2027	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Project: Dilworth Community Center

Gehrtz Construction Services, Inc., Zerr Berg Architects, Inc., and the City of Dilworth are additional insureds on a primary and noncontributory basis for both ongoing and completed operations with written contract agreement per policy provisions.

CERTIFICATE HOLDER

Gehrtz Construction Services Inc
510 4th Ave N
Fargo ND 58102-4821

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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - WITH PRODUCTS - COMPLETED OPERATIONS COVERAGE - AUTOMATIC STATUS FOR OTHER PARTIES AND COMPLIANCE WITH WRITTEN CONTRACTUAL REQUIREMENTS (THROUGH ISO 07/04 COVERAGE OPTIONS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II - Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **1.** above.

B. The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of:

a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations specified in the "written contract"; or

b. "your work" that is specified in the "written contract" but only for "bodily injury" or "property damage" included in the "products-completed operations hazard", and only if:

(1) The "written contract" requires you to provide the additional insured such coverage; and

(2) This coverage part provides such coverage; and

(3) Such coverage will not apply subsequent to the first to occur of the following:

i. The expiration of the period of time required by the "written contract"; or

ii. The expiration of any applicable statute of limitations or statute of repose with respect to claims arising out of "your work".

2. If the "written contract" specifically requires you to provide additional insurance coverage via the 04/13 edition of CG2010 (aka CG 20 10 04 13), or via the 04/13 edition of CG2037 (aka CG 20 37 04 13), then in paragraph **B.1.** above, the words "which may be imputed to that person(s) or organization(s) directly arising out of" are replaced by the words "caused in whole or in part by".

3. If the "written contract" specifically requires you to provide additional insurance coverage via the 07/04 edition of CG2010 (aka CG 20 10 07 04), or via the 07/04 edition of CG2037 (aka CG 20 37 07 04), then in paragraph **B.1.** above, the words "which may be imputed to that person(s) or organization(s) directly arising out of" are replaced by the words "caused in whole or in part by".

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4. With regards to **B.1.** and **B.2.** above only, the following conditions are added;

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. 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.

5. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

a. The rendering of, or 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; and

(2) Supervisory, inspection, architectural or engineering activities.

b. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this coverage part.

C. Only for the purpose of the insurance provided this endorsement, **SECTION V - DEFINITIONS** is amended to add the following definition:

Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

1. Is currently in effect or becoming effective during the term of this policy; and

2. Was executed prior to:

a. The "bodily injury" or "property damage"; or

b. The offense that caused the "personal and advertising injury",

for which the additional insured seeks coverage under this coverage part.

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CONTRACTOR ULTRA LIABILITY PLUS ENDORSEMENT

COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT SUMMARY OF COVERAGES

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary.

* Expected or Intended Liability – Exception for Reasonable Force
* Expanded Damage To Premises Rented By You to include Explosion, Lightning and Sprinkler Leakage
* Coverage for non-owned watercraft is extended to 51 feet in length
* Property Damage - Borrowed Equipment
* Property Damage Liability - Elevators
* Coverage F - Electronic Data Liability Coverage - $50,000
* Coverage G - Product Recall Expense
  $25,000 Each Recall Limit with a $50,000 Aggregate - $1,000 Deductible
* Coverage H - Water Damage Legal Liability - $25,000
* Coverage I - Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program - Limited Coverage
* Increase in Supplementary Payments: Bail Bonds to $1,000
* Increase in Supplementary Payments: Loss of Earnings to $500
* For newly formed or acquired organizations - extend the reporting requirement to 180 days
* Broadened Named Insured
* Automatic Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement With You – Including Upstream Parties
* Contractors Blanket Additional Insured - Products - Completed Operations Coverage – Including Upstream Parties
* Automatic Additional Insured – Vendors
* Automatic Additional Insured- Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You
* Automatic Additional Insured - Managers or Lessor of Premises
* Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured
* Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations
* Additional Insured - Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only - Owners, Lessees or Contractors Automatic Status When Required in Construction Agreement With You
* Additional Insured - Employee Injury to Another Employee
* Automatically included - Aggregate Limits of Insurance (per location)
* Automatically included - Aggregate Limits of Insurance (per project)
* Knowledge of occurrence - Knowledge of an "occurrence", "claim or suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee
* Blanket Waiver of Subrogation
* Liberalization Condition
* Unintentional failure to disclose all hazards. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
* "Insured Contract" redefined for Limited Railroad Contractual Liability
* Bodily Injury Redefined

REFER TO THE ACTUAL ENDORSEMENT, FOLLOWING ON PAGES 2 THROUGH 9, FOR CHANGES AFFECTING YOUR INSURANCE PROTECTION

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR ULTRA LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION I - COVERAGES

A. The following changes are made at **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

1. Expected or Intended Liability – Exception for Reasonable Force

At **2. Exclusions** exclusion **a. Expected or Intended Injury** is deleted and replaced by the following:

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. Expanded Damage To Premises Rented By You

At **2. Exclusions** the last paragraph is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning, or sprinkler leakage to premises while rented to you or temporarily occupied by you permission of the owner. A separate limit of insurance applies to this coverage as described in SECTION III - LIMITS OF INSURANCE.

3. Non-Owned Watercraft

At **2. Exclusions** exclusion **g. Aircraft, Auto Or Watercraft (2)(a)** is deleted and replaced by the following:

(a) Less than 51 feet long; and

4. Property Damage – Borrowed Equipment

At **2. Exclusions** the following is added to paragraph **(4)** of Exclusion **j. Damage To Property:**

This exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one piece of borrowed equipment under this coverage is $25,000 per occurrence. The insurance afforded under this provision is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

5. Property Damage Liability – Elevators

At **2. Exclusions** the following is added to exclusion **j. Damage To Property**:

Paragraphs **(3)**, **(4)**, and **(6)** of this exclusion do not apply to "property damage" resulting from the use of elevators. However, any insurance provided for such "property damage" is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

B. The following coverages are added:

1. COVERAGE F – ELECTRONIC DATA LIABILITY COVERAGE

For the purposes of this **Electronic Data Liability Coverage** only:

a. Exclusion **p.** of **Coverage A – Bodily Injury And Property Damage Liability** in **Section I – Coverages** is deleted and replaced by the following:

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or

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inability to manipulate "electronic data" that does not result from physical injury to tangible property. However, this exclusion does not apply to liability for damages because of "bodily injury".

b. "Property damage" means:

(1) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

(2) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or

(3) Loss of, loss of use of, damage to, corruption of, inability to access or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this Electronic Data Liability Coverage, "electronic data" is not tangible property. The amount we will pay is limited as described below in SECTION III - LIMITS OF INSURANCE

2. COVERAGE G – WATER DAMAGE LEGAL LIABILITY

The Insurance provided under Coverage **H (Section I)** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

The Limit under this coverage shall not be in addition to the Damage To Premises Rented To You Limit. The amount we will pay is limited as described below in SECTION III – LIMITS OF INSURANCE.

C. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended:

1. The title of this section is deleted and replaced by **SUPPLEMENTARY PAYMENTS**

2. Bail Bonds

Paragraph **1.b.** is deleted and replaced by the following:

b. Up to $1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

3. Loss of Earnings

Paragraph **1.d.** is deleted and replaced by the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

SECTION II – EXCLUSIONS

A. The following exclusion is added:

1. DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

The following exclusion is added to Paragraph **2. Exclusions** of **SECTION I – COVERAGES COVERAGE A– BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

r. This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" for any "consolidated (Wrap- up) insurance program" which has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not a "consolidated (Wrap-up) insurance program":

(1) Provides coverage identical to that provided by this Coverage Part; or

(2) Has limits adequate to cover all claims.

This exclusion does not apply if a "consolidated (Wrap-up) insurance program" covering your operations has been cancelled, non-renewed or otherwise no longer applies for reasons other than exhaustion of all available limits, whether such limits are available on a primary, excess or on any other basis. You must advise us of such cancellation, nonrenewal or termination as soon as

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practicable.

For purposes of this exclusion a "consolidated (wrap-up) insurance program" is a program providing insurance coverage to all parties for exposures involved with a particular (typically major) construction project.

SECTION III – WHO IS AN INSURED

A. The following change is made:

Extended Reporting Requirements

Item **3.a.** is deleted and replaced by the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. The following provisions are added:

4. BROAD FORM NAMED INSURED

Item **2.e.** is added as follows:

e. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period only if there is no other similar insurance available to that entity. However:

(1) Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired more than 50 percent of the voting stock; and

(2) Coverage **B** does not apply to "personal and advertising injury" arising before you acquired more than 50 percent of the voting stock.

5. Additional Insured – Owners, Lessees or Contractors-Automatic Status When Required in Construction or Service Agreement With You – Including Upstream Parties

a. Any person or organization for who you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as additional insured on your policy;

b. Any other person or organization you are required to add as an additional insured under the contract agreement described in Paragraph **a.** above.

Such person(s) or organization(s) 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:

(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.

Such person(s) or organization(s) is an additional insured only if the written contract is currently in effect or becoming effective during the term of this policy; and

~~**1.**~~ Was executed prior to:

(a) The "bodily injury" or "property damage"; or

(b) The offense that caused the "personal and advertising injury", for which the additional insured seeks coverage under this coverage part.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

(1) "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,

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including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

(2) "Bodily injury" or "property damage" occurring after:

(a) 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

(b) 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.

6. Additional Insured – Products-Completed Operations Coverage – Including Upstream Parties

a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **a.** above.

Such person(s) or organization(s) 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 "your work" specified in the "written contract" and included in the "products-completed operations hazard".

Such person(s) or organization(s) is an additional insured only if the written contract is currently in effect or becoming effective during the term of this policy; and

1. Was executed prior to:

a. The "bodily injury" or "property damage"; or

b. The offense that caused the "personal and advertising injury", for which the additional insured seeks coverage under this coverage part.

However:

(1) The insurance afforded to such additional insureds only applies to the extent permitted by law;

(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.

(3) Such coverage will not apply subsequent to the first to occur of the following:

i. The expiration of the period of time required by the "written contract"; or

ii. The expiration of any applicable statute of limitations or statue of repose with respect to claims arising out of "your work"

c. With respect to the insurance afforded to any additional insured under this endorsement, the following additional exclusionary language shall apply:

This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architecture, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions,

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reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

7. Additional Insured – Vendors

a. Any person(s) or organization(s) (referred to throughout this additional coverage as vendor), but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business is an insured.

However:

(1) The insurance afforded to such vendor only applies to the extent permitted by law; and

(2) If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

b. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

(1) This insurance afforded the vendor does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container.

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of products.

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product.

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Sub-paragraphs **d.** or **f.**; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You

a. Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance,

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operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

9. Additional Insured – Managers or Lessors of Premises

a. Any person(s) or organization(s) that is a manager or lessor of premises leased to you is an additional insured, but only with respect to liability caused, in whole or in part, by the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises.

(2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

(a) The insurance afforded to such additional insured only applies to the extent permitted by law; and

(b) 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.

10. Additional Insured – Engineers, Architects or Surveyors Not Engaged by the Named Insured

a. Any architects, engineers or surveyors who are not engaged by you are additional insureds, but only with respect to liability for "bodily injury" or "property damage" or “personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) Your acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

But only if such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law; and

(b) 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 exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

(2) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing

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in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the “bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

11. Additional Insured – State or Governmental Agency or Subdivision or Political Subdivision – Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision is an Additional Insured, subject to the following provisions:

a. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

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. This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

12. Additional Insured Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only – Owners, Lessees or Contractors

a. Any persons or organizations for whom you are performing operations, for which you have elected to seek coverage under a Consolidated Insurance Program, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy is an additional insured. Such person or organization is an additional insured only with respect to your liability caused, in whole or in part, by your ongoing operations performed for that person or organization at a premises other than any project or location that is designated as covered under a Consolidated Insurance Program. A person’s or organization’s status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies. This insurance does not apply to:

“Bodily injury”, “property damage”, or “personal and advertising injury” arising out of the rendering of, or 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; and

(2) Supervisory, inspection

13. Additional Insured – Employee Injury to Another Employee

With respect to your “employees” who occupy positions which are supervisory in nature:

Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED** is deleted and replaced by the following:

a. “Bodily injury” or “personal and advertising injury”

(1) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);

(2) For which there is any obligation to share damages with or repay someone else who must

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pay damages because of the injury described in paragraph **(1)(a)** above; or

(3) Arising out of his or her providing or failing to provide professional healthcare services.

For the purpose of this clause only, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, direct, discipline or discharge.

SECTION IV – LIMITS OF INSURANCE

Paragraph **2** is deleted and replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under **Coverage C**;

b. Damages under **Coverage A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under **Coverage B;** and

d. Damages under **Coverage H.**

Paragraph **6** is deleted and replaced by the following:

6. Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning, or sprinkler leakage while rented to you or temporarily occupied by you with permission of the owner.

C. The following are added:

14. Subject to Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE** $25,000 is the most we will pay under Coverage **H** for **Water Damage Legal Liability.**

15. Aggregate Limits of Insurance (Per Location)

a. The General Aggregate Limit applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

b. "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.

16. Aggregate Limits of Insurance (Per Project)

a. The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

17. With respect to the insurance afforded to additional insureds afforded coverage by items **4.** through **13.** of SECTION II – WHO IS AN INSURED above, the following is added:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement;

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

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

18. Subject to **5.** of **SECTION III – LIMITS OF INSURANCE** , the most we will pay for "property damage" under **Coverage F – Electronic Data Liability Coverage** for loss of "electronic data" is $50,000 without regard to the number of "occurrences".

SECTION V – COMMERCIAL GENERAL LIABILITY CONDITIONS

A. The following conditions are amended:

1. Knowledge of Occurrence

a. Condition **2.**, Items **a.** and **b.** are deleted and replaced by the following:

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(1) Duties In The Event Of Occurrence, Offense, Claim Or Suit

(a) You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. Knowledge of an "occurrence" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee. To the extent possible, notice should include:

(i) How, when and where the "occurrence" took place;

(ii) The names and addresses of any injured persons and witnesses, and

(iii) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(b) If a claim is made or "suit" is brought against any insured, you must:

(i) Immediately record the specifics of the claim or "suit" and the date received; and

(ii) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Knowledge of a claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

2. Where Broad Form Named **Insured** is added in **SECTION II – WHO IS AN INSURED** of this endorsement, Condition **4.** Other Insurance **b.** Excess Insurance **(1)(a)** is deleted and replaced by the following:

a. This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock, and not withstanding any other language in any other policy. This provision does not apply to a policy written to apply specifically in excess of this policy.

The following is added to Condition **4.** Other Insurance

Primary And Noncontributory Insurance - Additional Insured

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance;

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured;

(3) The additional insured gives us prompt written notice of any “occurrence” which may result in a claim and prompt written notice of “suit”;

(4) The additional insured immediately forwards all legal papers to us, cooperates in the investigation or settlement of the claim or defense against the “suit”, and otherwise complies with policy conditions;

(5) The additional insured must tender the defense and indemnity of any claim or “suit” to any other insurer which also insures against a loss we cover under this policy. This includes, but is not limited to, any insurer which has issued a policy of insurance in which the additional insured qualifies as an insured. For the purpose of this requirement, the term “insures against” refers to any self-insurance and to any insurer which issued a policy of insurance that may provide coverage for the loss, regardless of whether the additional insured has actually requested that the insurer provide the additional insured with a defense and/or indemnity under that policy of insurance;

(6) The additional insured agrees to make available any other insurance that the additional insured has for a loss we cover under this policy.

This condition supersedes any provision to the contrary.

3. The following Conditions are added:

10. Blanket Waiver Of Subrogation

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We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you, ongoing operations performed by you or on your behalf. We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal and advertising injury" offense is committed.

11. Liberalization

If a revision to this Coverage Part, which would provide more coverage with no additional premium becomes effective during the policy period in the state designated for the first Named Insured shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

12. Unintentional Failure to Disclose All Hazards

Based on our reliance on your representations as to existing hazards, if you unintentionally should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

13. Limited Railroad Contractual Liability

The following conditions are applicable only to coverage afforded by reason of the redefining of an "insured contract" in the **DEFINITIONS** section of this endorsement:

b. Railroad Protective Liability coverage provided by **Railroad Protective Liability Coverage Form (CG 00 35)** with minimum limits of $2,000,000 per occurrence and a $6,000,000 general aggregate limit must be in place for the entire duration of any project.

c. Any amendment to the Other Insurance condition of **Railroad Protective Liability Coverage Form (CG 00 35)** alters the primacy of the coverage or which impairs our right to contribution will rescind any coverage afforded by the redefined "insured contract" language.

d. For the purposes of the **Other Insurance** condition of **Railroad Protective Liability Coverage Form (CG 00 35)** you, the named insured, will be deemed to be the designated contractor.

SECTION VI – DEFINITIONS

A. Paragraph **3**. "Bodily injury" is deleted and replaced with the following:

3. "Bodily injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

B. Paragraph **9.c.,** "Insured contract", is deleted and replaced with the following:

c. Any easement or license agreement;

C. Paragraph **9.f.(1),** "Insured Contract", is deleted

D. The following definitions are added for this endorsement only:

23. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tape drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

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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.
MANNING MECHANICAL, INC.

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

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) ▶

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.
4210 19TH AVENUE 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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
2 6 - 4 0 4 5 7 0 8

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 ▶ Brenda Easton Date ▶ 5.1.26

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: EFBF764A-299F-8AA1-8300-FFC4EBD51C2A

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)

Traill Painting Co.
3518 Woodbury Park Drive S
Fargo, ND 58103

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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(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 – 9I
Painting

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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April 20, 2026

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 Thousand Dollars and Zero Cents ($ 100,000.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid $97,000.00
Alt. No. 5A Prefunction & Activity room finish upgrades $3,000.00
Total Contract Amount $100,000.00

§ 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)

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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)

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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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(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)

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)

Bobby Brown
Traill Painting, 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		

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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.

Docusigned by:
99014A5686684A8...

OWNER *(Signature)*

Peyton Mastera, City Administrator
(Printed name and title)

CONTRACTOR *(Signature)*

Bobby Brown, President
(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 Traill Painting Co, hereinafter called the bidder, a

ND corporation / ~~partnership/individual~~ doing business as
(State) (strike out inapplicable terms)

Traill Painting 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.

Bidder acknowledges the review of Section 00 0150 Bid Packages Scope of Work: BB (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
#	$
# 9I Painting	$ 97,000.00
#	$
#	$

Includes Room 101 paint called BB on 2/27

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ALTERNATE PROPOSALS: See 01 2300 - Alternates for Descriptions

A

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

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

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

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

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

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

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

A

Alternate No. 5A - Interior Upgrades - Prefunction and Activity Room.
Add/Deduct $ 3,000.00

Alternate No. 5B - Interior Upgrades - Meeting Rooms Ceiling.
Add/Deduct $ 1,600.00

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

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

Alternate No. 6C - Food Service Upgrades - Beverage Counter.
Add/Deduct $ na

Alternate No. 6D - Food Service Upgrades - Range and Griddle.
Add/Deduct $ na

UNIT PRICES: See 01 2200 - Unit Prices for Descriptions

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

Unit Price No. 2 - Clay - Bid Package 31.
UP-2 $ na 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 President

Business Address 3518 Woodbury Park Dr S Fargo ND 58103

(SEAL if bid is by a Corporation) _____

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Telephone No. 218-779-5042

E-Mail bobby@traillpainting.com

END OF SECTION

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Exhibit 1

SHEET INDEX

GENERAL

G0.01	COVER SHEET
G0.02	REFERENCE SHEET
G0.03	CODE PLANS

CIVIL

V1.00	EXISTING CONDITIONS
C1.00	SITE LAYOUT
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Contractor Name Traill Painting Co

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: Bobby Br	**Printed Name:** Bobby Brown
Title: President	**Date:** 2/24/26
Company Name: Traill Painting Co 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**
NA	

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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: Bobby Brown	**Printed Name:** Bobby Brown
Title: President	**Date:** 2/24/26
Company Name: Traill Painting Co	

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Bond# 7477576

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Performance Bond

CONTRACTOR:
(Name, legal status and address)

Traill Painting Company
3518 Woodbury Park Drive S
Fargo, ND 58103

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

Old Republic Surety Company
445 S Moorland Rd Suite 200
Brookfield, WI 53005

OWNER:
(Name, legal status and address)

City of Dilworth
PO Box 187
Dilworth, MN 56529

CONSTRUCTION CONTRACT
Date: 03/25/2026
Amount: $ 100,000.00
Description: Project No.25-011 - Painting
(Name and location)
Dilworth Community Center
709 1st Ave NW.
Dilworth, MN 56529

BOND
Date: May 7th, 2026
(Not earlier than Construction Contract Date)

Amount: $ 100,000.00
Modifications to this Bond: [X] None [ ] See Section 16

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: *(Corporate Seal)*

Signature: Bobby Brown
Name and Title: Bobby Brown
Owner/President

SURETY
Company: *(Corporate Seal)*

Signature:
Name and Title: Andrew W Hendrickson
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:

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

Init.
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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.

Init.
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(1750432116)

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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:	

Init.

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Bond# 7477576

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Payment Bond

CONTRACTOR:
(Name, legal status and address)
Traill Painting Company
3518 Woodbury Park Drive S
Fargo, ND 58103

SURETY:
(Name, legal status and principal place of business)
Old Republic Surety Company
445 S Moorland Rd Suite 200
Brookfield, WI 53005

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

CONSTRUCTION CONTRACT
Date: 3/25/2026
Amount: $100,000.00
Description: Project No.25-011 - Painting
(Name and location)
Dilworth Community Center
709 1st Ave NW.
Dilworth, MN 56529

BOND
Date: May 7, 2026
(Not earlier than Construction Contract Date)

Amount: $100,000.00
Modifications to this Bond: [X] None [ ] See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

Signature: Bobby Brown
Name and Title: Bobby Brown
Owner/President

SURETY
Company: *(Corporate Seal)*

Signature:
Name and Title: Andrew W Hendrickson
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:**

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

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.

Init.
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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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§ 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:	

Init.

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OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Carla Jenecky, Sharen L. Anderson, Andrew W. Hendrickson, Jovanna Holzer 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 19th day of September, 2025.

OLD REPUBLIC SURETY COMPANY

Assistant Secretary

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 19th day of September, 2025, personally came before me, Alan Pavlic and Kevin J. Abitz, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Notary Public

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.

40-5431

Signed and sealed at the City of Brookfield, WI this 7th day of May, 2026.

Assistant Secretary

ORSC 22262 (3-06)

World Insurance Associates, LLC.

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ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF NORTH DAKOTA, COUNTY OF ~~GRAND FORKS-SS~~ Cass County

On this 13 day of, May, 2026, before me, a notary public within and for said County appeared __Bobby Brown_ to me known to be the person signing as principal herein and stated that he signed the same of his own free will and accord.

Vickie Schirrick

Notary Public
Cass ~~Grand Forks~~ County, North Dakota.
My Commission expires 4-2-28

VICKIE SCHIRRICK
Notary Public
State of North Dakota
My Commission Expires April 2, 2028

FOR CORPORATION

STATE OF NORTH DAKOTA, COUNTY OF GRAND FORKS-SS

On this ___ day of _____, 20_____, before me personally appeared _____ to me personally known, who being by me duly sworn, did say that he/she is Attorney-in-Fact of the _____, that the seal affixed to the foregoing instrument is the corporate seal of that corporation and that said instrument was executed in behalf of the corporation by authority of its board of directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

_____

Notary Public
Grand Forks County, North Dakota.
My Commission expires _____

ACKNOWLEDGEMENT OF SURETY

STATE OF NORTH DAKOTA, COUNTY OF GRAND FORKS-SS

On this 7th day of May, 2026, before me personally appeared _Andrew W. Hendrickson __ to me personally known, who being by me duly sworn, did say that he is Attorney-in-Fact of the _Old Republic Surety Company_ , that the seal affixed to the foregoing instrument is the corporate seal of that corporation and that said instrument was executed in behalf of the corporation by authority of its board of directors, and said _Andrew W. Hendrickson_ acknowledged said instrument to be the free act and deed of the corporation.

Sharen Anderson

Notary Public
Grand Forks County, North Dakota.
My Commission expires _9-11-2028___

SHAREN L ANDERSON
NOTARY PUBLIC
STATE OF NORTH DAKOTA
My Commission Expires SEPTEMBER 11, 2028

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ACORD

TRAIPAI-02 SANDERSON

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		
World Insurance Associates, LLC 4554 38th Ave S Fargo, ND 58104-8515	CONTACT NAME:	
	PHONE (A/C, No, Ext): (701) 293-5910	FAX (A/C, No): (218) 394-9644
	E-MAIL ADDRESS: FIICLCSR@worldinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Acuity A Mutual Insurance Company	14184
INSURED	INSURER B :	
TRAILL PAINTING COMPANY 3518 WOODBURY PARK DR S FARGO, ND 58104	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 CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:	X	X	ZB8072	1/28/2026	1/28/2027	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			ZB8072	1/28/2026	1/28/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB / X OCCUR X EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			ZB8072	1/28/2026	1/28/2027	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		ZB8076	1/28/2026	1/28/2027	PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Inland Marine/Equip			ZB8072	1/28/2026	1/28/2027	See below	

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., Construction Manager, and others as required by written contract are Additional Insureds as respects to General Liability. Waiver of Subrogation applies.

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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PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

CB-1488(7-13)

This endorsement modifies insurance provided under the following:

BIS-PAK COMMON POLICY CONDITIONS

The following is added to paragraph H Other Insurance of the Bis-Pak Common Policy Conditions and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU **CB-7332(5-13)**

This endorsement modifies insurance provided under the following:

BIS-PAK BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

1. Who Is An Insured is amended to include as an additional insured:

a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph a above.

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 endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

a. *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. *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.

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ADDITIONAL INSURED - COMPLETED OPERATIONS AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU (OWNERS, LESSEES OR CONTRACTORS) **CB-7245(5-13)**

This endorsement modifies insurance provided under the following:

BIS-PAK BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

1. Who Is An Insured is amended to include as an additional insured:

a. Any person(s) or organization(s) for whom you have performed operations if you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy for completed operations; and

b. Any other person(s) or organization(s) you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an additional insured only with respect to liability included in the *products-completed operations hazard* for *bodily injury* or *property damage* caused, in whole or in part, by *your work* performed for that additional insured at the location designated and described in the contract or agreement.

2. The insurance does not apply to:

a. *Bodily injury* or *property damage* which occurs prior to execution of the contract or agreement described in item 1; or

b. *Bodily injury* or *property damage* that occurs after the time period during which the contract or agreement described in item 1 requires you to add such person or organization onto your policy as an additional insured for completed operations; or

c. *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.

ACUITY LIABILITY ENHANCEMENTS - GOLD

CB-7456(8-20)

This endorsement modifies insurance provided under the following:

BIS-PAK® BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM
BIS-PAK® COMMON POLICY CONDITIONS

SCHEDULE

Coverage	Limit of Insurance	Page
Electronic Data Liability	$10,000	9
Employee Benefits Liability	$250,000	5
Increased Bail Bond Limit	$2,500	2
Increased Limits of Insurance	see below	9
Damage to Premises Rented to You	$300,000	9
Generate Aggregate*	3 times current Liability and Medical Expenses Limit	9
Medical Expenses	$10,000	9
Products - Completed Operations*	3 times current Liability and Medical Expenses Limit	9
Supplemental Reasonable Expenses	$500 Per Day	2
Tenants Legal Liability	$10,000	9
Voluntary Property Damage	$2,500 Per Occurrence $5,000 Per Aggregate	2
Additional Included Coverages		
Automatic Status Additional Insured - Lessors of Leased Equipment	Included	3
Automatic Status Additional Insured - Managers or Lessors of Premises	Included	3
Automatic Status Additional Insured - Mortgagee, Assignee, or Receiver	Included	4
Automatic Status Additional Insured - State or Government Agency or Subdivision	Included	4
Bodily Injury Expanded Definition	Included	11
Damage to Premises Rented to You Broadening	Included	10
First Aid/Good Samaritan Coverage	Included	2
Knowledge by an Employee	Included	10
Newly Acquired Organizations - up to180 days	Included	10
Unintentional Failure to Disclose	Included	11
Waiver of Subrogation	Included	11

*If your current Liability and Medical Expenses limit is $500,000 or $1,000,000

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A. Increased Bail Bond Limit

Paragraph 1f(1)(b) under Liability and Medical Expenses Coverages is replaced by the following:

(b) Up to the Increased Bail Bond Limit of Insurance shown in the Schedule for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for *bodily injury* applies. We do not have to furnish these bonds.

B. Supplemental Reasonable Expenses Incurred by Insured

Paragraph 1f(1)(d) under Liability and Medical Expenses Coverages is replaced by the following:

(d) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or *suit,* including actual loss of earnings up to the Supplemental Reasonable Expenses Limit of Insurance shown in the Schedule because of time off from work.

C. Voluntary Property Damage

1. With respect to the insurance provided under this coverage, the following apply:

a. Exclusion 1k(4) is replaced by the following:

(4) Personal property of others:

(a) Held by the insured for servicing, repair, storage or sale at premises owned, occupied or rented to the insured.

(b) Caused by the ownership, maintenance, use, loading or unloading of any auto, watercraft, or transportation of property by any means.

b. Exclusion 1k(5) is deleted.

2. The insurance provided by this coverage is subject to the following provisions:

a. We will pay for *property damage* at your request even if you are not legally liable, if it is otherwise subject to this coverage.

b. *Property damage* does not include loss of use if personal property of others is not physically injured.

c. Limits

The most we will pay for an *occurrence* under this coverage is the Voluntary Property Damage, Per Occurrence Limit of Insurance shown in the Schedule.

The most we will pay for the sum of all amounts paid under this coverage is the Voluntary Property Damage, Aggregate Limit of Insurance shown in the Schedule.

The Liability and Medical Expenses Limit and the Aggregate Limits do not apply to the insurance provided under this coverage.

d. Settlement

If you make any repairs to damaged property, at our request, we will pay the larger of your actual cost or 75% of your usual charge for the necessary labor and materials. Any property paid for or replaced by us may become our property at our option. Any payment made under this coverage shall not be interpreted as an admission of liability by the insured or the company.

e. Deductible

Our obligation to pay for a covered loss applies only to the amount of loss in excess of $100.

f. Other Insurance

The insurance provided by this coverage is excess over any other insurance carried by the insured which applies to a loss covered by this coverage.

D. First Aid/Good Samaritan Coverage

The Following is added to Liability and Medical Expenses Coverage:

1. For purposes of this coverage, the definition of *occurrence* in Definitions is replaced by the following:

"*Occurrence*" means an act or omission by your *employee* in providing or failing to provide *first aid services* provided:

a. Neither you nor the *employee* are employed to provide any type of *first aid services* or *medical services.*

b. The *first aid services* were provided while the *employee* was engaged in activities related to the scope and extent of their employment by you.

2. The following is added to paragraph 2 of Liability and Medical Expenses Limits of Insurance:

c. For the purposes of determining the applicable Each Occurrence Limit, all acts or omissions committed by one or more persons in providing or failing to provide *first aid services* to one person will be deemed to be one occurrence.

3. The following definitions are added to Definitions:

"*First aid services*" means *medical services* provided when no *professional medical service provider* (whether licensed or not) is present and without the immediate provision

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of which would have immediately resulted in death or significant adverse result from a serious injury or serious condition of the recipient of those services.

"*Medical services*" includes all medical and medically-related services.

"Professional medical services provider" means anyone who is employed to provide *medical services* or *first aid services*.

E. Automatic Status Additional Insured - Lessors of Leased Equipment

1. Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) which leases equipment to you, but only when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy provided that a certificate of insurance showing that person or organization as an additional insured has been issued.

However:

a. Such person(s) or organization(s) are additional insureds only with respect to *bodily injury*, *property damage* or *personal and advertising injury* caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s); and

b. The insurance afforded to such additional insured only applies to the extent permitted by law; and

c. 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.

2. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any *occurrence* that takes place after the equipment lease expires.

3. With respect to the insurance afforded to these additional insureds, the following is added to the Liability and Medical Expenses Limits of Insurance section:

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; or

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

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

F. Automatic Status Additional Insured - Managers or Lessors of Premises

1. Who Is An Insured is amended to include any person(s) or organization(s) which manages or leases a premises rented to you which is covered under this policy, but only when you and such person or organization have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy provided that a certificate of insurance showing that person or organization as an additional insured has been issued.

However:

a. Such person(s) or organization(s) are additional insureds only with respect to *bodily injury*, *property damage* or *personal and advertising injury* arising out of the ownership, maintenance or use of that part of the premises leased to you; and

b. The insurance afforded to such additional insured only applies to the extent permitted by law; and

c. 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.

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

This insurance does not apply to:

a. Any *occurrence* that takes place after you cease to be a tenant in the premises insured under this policy; and.

b. Structural alterations, new construction or demolition operations performed by or for the additional insured.

3. With respect to the insurance afforded to these additional insureds, the following is added to the Liability and Medical Expenses Limits of Insurance section:

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; or

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

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

G. Automatic Status Additional Insured - Mortgagee, Assignee, or Receiver

1. Who Is An Insured is amended to include any person(s) or organization(s) with respect to that person(s) or organization(s) liability as mortgagee, assignee or receiver, but only when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy provided that a certificate of insurance showing that person or organization as an additional insured has been issued.

However:

a. Such person(s) or organization(s) are additional insureds only with respect to liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of premises by you and which is covered by this policy; and

b. The insurance afforded to such additional insured only applies to the extent permitted by law; and

c. 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.

2. With respect to the insurance afforded to these additional insureds this insurance does not apply to structural alterations, new construction or demolition operations performed by or for that person(s) or organization(s).

3. With respect to the insurance afforded to these additional insureds, the following is added to the Liability and Medical Expenses Limits of Insurance section:

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; or

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

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

H. Automatic Status Additional Insured - State or Government Agency or Subdivision

1. Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision, but only when you and such state or governmental agency or subdivision or political subdivision have agreed in writing in a contract or agreement that such state or governmental agency or subdivision or political subdivision be added as an additional insured on your policy, subject to the following provisions, provided that a certificate of insurance showing that person or organization as an additional insured has been issued.

a. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

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. This insurance does not apply to:

(1) *Bodily injury, property damage,* or *personal and advertising injury* arising out of operations performed for the federal government, state or municipality; or

(2) *Bodily injury* or *property damage* included within the *products-completed operations hazard.*

2. With respect to the insurance afforded to these additional insureds, the following is added to the Liability and Medical Expenses Limits of Insurance section:

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; or

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

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

I. Employee Benefits Liability Coverage

1. The following is added to Liability and Medical Expenses Coverages:

Insuring Agreement

a. We will pay those sums that the inured becomes legally obligated to pay as damages because of any act, error or omission, of the insured, or of any other person for whose acts the insured is legally liable, to which this coverage applies. We will have the right and duty to defend the insured against any *suit* seeking those damages. However, we will have no duty to defend the insured against any *suit* seeking damages to which this coverage does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any *claim* or *suit* that may result. But:

(1) The amount we will pay for damages is limited as described in paragraph 4 of this coverage; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This coverage applies to damages only if:

(1) The act, error or omission, is negligently committed in the *administration* of your *employee benefit program;*

(2) The act, error or omission, did not take place before the original inception date of this coverage nor after the end of the policy period; and

(3) A *claim* for damages, because of an act, error or omission, is first made against any insured, in accordance with paragraph c below, during the policy period or an Extended Reporting Period we provide under paragraph 6 of this coverage.

c. A *claim* seeking damages will be deemed to have been made at the earlier of the following times:

(1) When notice of such *claim* is received and recorded by any insured or by us, whichever comes first; or

(2) When we make settlement in accordance with paragraph a above.

A *claim* received and recorded by the insured within 60 days after the end of the policy period will be considered to have been received within the policy period, if no subsequent policy is available to cover the "claim".

d. All *claims* for damages made by an *employee* because of any act, error or omission, or a series of related acts, errors or omissions, including damages claimed by such *employee's* dependents and beneficiaries, will be deemed to have been made at the time the first of those *claims* is made against any insured.

Exclusions

This coverage does not apply to:

a. Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage, Or Personal And Advertising Injury

Bodily injury, property damage or *personal and advertising injury.*

c. Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

d. Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the *employee benefit program.*

e. Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any *claim* based upon:

(1) Failure of any investment to perform;

(2) Errors in providing information on past performance of investment vehicles; or

(3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the *employee benefit program.*

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f. Workers' Compensation And Similar Laws

Any *claim* arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

h. Available Benefits

Any *claim* for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

j. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

2. For the purposes of the coverage provided:

a. All references to Supplementary Payments are replaced by Supplementary Payments and Employee Benefits Liability.

b. Paragraphs f(1)(b), f(2) and f(3) Coverage Extension - Supplementary Payments do not apply.

3. For the purposes of the coverage provided, paragraphs 2 and 3 under Who Is An Insured are replaced by the following:

2. Each of the following is also an insured:

a. Each of your *employees* who is or was authorized to administer your *employee benefit program.*

b. Any persons, organizations or *employees* having proper temporary authorization to administer your *employee benefit program* if you die, but only until your legal representative is appointed.

c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this coverage.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

b. Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.

4. For the purposes of the coverage provided, the Liability and Medical Expenses Limits of Insurance Section is replaced by the following:

Limits Of Insurance

a. The rules below fix the most we will pay regardless of the number of:

(1) Insureds;

(2) *Claims* made or *suits* brought;

(3) Persons or organizations making *claims* or bringing *suits;*

(4) Acts, errors or omissions; or

(5) Benefits included in your *employee benefits program.*

b. The Employee Benefits Liability Limit of Insurance shown in the Schedule is the most we will pay for all damages because of acts, errors or omissions negligently committed in the *administration* of your *employee benefit program.*

c. Subject to paragraph b, the Employee Benefits Liability Limit of Insurance shown in the Schedule is the most we will pay for all damages sustained by any one *employee,* including damages sustained by such *employee's* dependents and beneficiaries, as a result of:

(1) An act, error or omission; or

(2) A series of related acts, errors or omissions negligently committed in the *administration* of your *employee benefit program.*

However, the amount paid under this coverage shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the

employee benefit program.

d. The Limits of Insurance of this coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this coverage is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

Deductible

a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in e below as applicable to Each Employee. The Limits of Insurance shall not be reduced by the amount of this deductible.

b. The deductible amount stated in e below applies to all damages sustained by any one *employee,* including such *employee's* dependents and beneficiaries, because of all acts, errors or omissions to which this coverage applies.

c. The terms of this coverage, including those with respect to:

(1) Our right and duty to defend any *suits* seeking those damages; and

(2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or *claim* apply irrespective of the application of the deductible amount.

d. We may pay any part or all of the deductible amount to effect settlement of any *claim* or *suit* and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

e. Deductible

Each Employee Deductible: $1,000

5. For the purposes of the coverage provided, Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition is replaced by the following:

2. Duties In The Event Of An Act, Error Or Omission, Or Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a *claim.* To the extent possible, notice should include:

(1) What the act, error or omission was and when it occurred; and

(2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a *claim* is made or *suit* is brought against any insured, you must:

(1) Immediately record the specifics of the *claim* or *suit* and the date received; and

(2) Notify us as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the *claim* or *suit;*

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the *claim* or defense against the *suit;* and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this coverage may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

e. The requirements to notify us can be satisfied by notifying our agent. Notice can be by any means of communication.

6. For the purposes of the coverage provided, the following Extended

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Reporting Period provisions are added:

EXTENDED REPORTING PERIOD

a. You will have the right to purchase an Extended Reporting Period, as described below, if:

(1) This coverage is canceled or not renewed; or

(2) We renew or replace this coverage with insurance that:

(a) Has an inception date later than the original inception date of this coverage; or

(b) Does not apply to an act, error or omission on a claims-made basis.

b. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to *claims* for acts, errors or omissions that were first committed before the end of the policy period but not before the original inception date of this coverage. Once in effect, the Extended Reporting Period may not be canceled.

c. An Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

(1) The *employee benefit programs* insured;

(2) Previous types and amounts of insurance;

(3) Limits of Insurance available under this coverage for future payment of damages; and

(4) Other related factors.

The additional premium will not exceed $100.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this Section, applicable to the Extended Reporting Period, including a provision to the effect that the coverage afforded for *claims* first received during such period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting Period.

d. If the Extended Reporting Period is in effect, we will provide an extended reporting period aggregate limit of insurance described below, but only for claims first received and recorded during the Extended Reporting Period.

The extended reporting period aggregate limit of insurance will be equal to the Employee Benefits Liability Limit of Insurance shown in the Schedule.

Paragraph 4 of this coverage will be amended accordingly. The each employee limit will then continue to apply.

7. For the purposes of the coverage provided, the following definitions are added to Liability and Medical Expenses Definitions:

a. *"Administration"* means:

(1) Providing information to *employees,* including their dependents and beneficiaries, with respect to eligibility for or scope of *employee benefit programs;*

(2) Handling records in connection with the *employee benefit program;* or

(3) Effecting, continuing or terminating any *employee's* participation in any benefit included in the *employee benefit program.*

However, *administration* does not include handling payroll deductions.

b. *"Cafeteria plans"* means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.

c. *"Claim"* means any demand, or *suit,* made by an *employee* or an *employee's* dependents and beneficiaries, for damages as the result of an act, error or omission.

d. *"Employee benefit program"* means a program providing some or all of the following benefits to *employees,* whether provided through a *cafeteria*

plan or otherwise:

(1) Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an *employee* may subscribe to such benefits and such benefits are made generally available to those *employees* who satisfy the plan's eligibility requirements;

(2) Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an *employee* may subscribe to such benefits and such benefits are made generally available to all *employees* who are eligible under the plan for such benefits;

(3) Unemployment insurance, social security benefits, workers' compensation and disability benefits;

(4) Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and

(5) Any other similar benefits added thereto by endorsement.

8. For the purposes of the coverage provided, the following Definitions in the Liability and Medical Expenses Definitions Section are replaced by the following:

a. *"Employee"* means a person actively employed, formerly employed, on leave of absence or disabled, or retired. *Employee* includes a *leased worker. Employee* does not include a *temporary worker.*

b. *"Suit"* means a civil proceeding in which damages because of an act, error or omission to which this coverage applies are alleged. *Suit* includes:

(1) An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

(2) Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

9. The Bis-Pak® Common Policy Conditions are amended as follows:

For the purposes of the coverage provided, paragraph H3 Other Insurance is replaced by the following:

3. This Employee Benefits Liability Coverage is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Declarations and that applies to an act, error or omission on other than a claims-made basis, if the other insurance has a policy period which continues after the original inception date of this coverage.

J. Increased Limits of Insurance

1. The General Aggregate Limit is increased to equal the Liability and Medical Expenses Limit times the Increased Limits of Insurance - General Aggregate number shown in the Schedule if your current Liability and Medical Expenses Limit is equal to $500,000 or $1,000,000.
2. The Products-Completed Operations Aggregate Limit is increased to equal the Liability and Medical Expenses Limit times the Increased Limits of Insurance - Products-Completed Operations Aggregate number shown in the Schedule if your current Liability and Medical Expenses Limit is equal to $500,000 or $1,000,000.
3. The Damage To Premises Rented To You Limit is increased to the Increased Limits of Insurance - Damage to Premises Rented to You Limit of Insurance shown in the Schedule.
4. The Medical Expense Limit is increased to the Increased Limits of Insurance - Medical Expenses Limit of Insurance shown in the Schedule.

The Limits of Insurance shown in the Schedule do not replace and are not in addition to the Limits of Insurance shown in the Declarations.

K. Tenants Legal Liability

Paragraphs (1), (3) and (4) of exclusion k do not apply to *property damage* other than damage by fire, lightning, explosion, smoke, or water to premises, including the contents of such premises, rented to you for a period of 8 or more consecutive days.

The most we will pay under this coverage for damages because of *property damage* to any one premises is the Tenants Legal Liability Limit of Insurance shown in the Schedule. A $250

deductible applies.

L. Electronic Data Liability

1. Exclusion 1s is replaced by the following: This insurance does not apply to:

s. Access or Disclosure of Confidential or Personal Information and Data-related Liability

(1) Damages, other than damages because of *personal and advertising injury,* arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate *electronic data* that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in paragraph (1) or (2) above.

However, unless paragraph (1) above applies, this exclusion does not apply to damages because of *bodily injury.*

2. The following paragraph is added to Liability and Medical Expenses Limits of Insurance:

Subject to 2 above, the most we will pay for *property damage* because of all loss of *electronic data* arising out of any one *occurrence* is the Electronic Data Liability Limit of Insurance shown in the Schedule.

3. The following definition is added to Liability and Medical Expenses Definitions:

"Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

4. For the purposes of this coverage, the definition of *"property damage"* is replaced by the following:

"Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the *occurrence* that caused it; or

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate *electronic data,* resulting from physical injury to tangible property. All such loss of *electronic data* shall be deemed to occur at the time of the *occurrence* that caused it.

For the purposes of this coverage, *electronic data* is not tangible property.

M. Newly Acquired Organizations

Paragraph 3a under Who Is An Insured is replaced by the following:

a. Coverage under this provision is afforded only:

(1) For the number of days for the Newly Acquired Organizations as shown in the Schedule after you acquire or form the organization; or

(2) Until the end of the policy period,

whichever is earlier;

N. Paragraph 3 of Liability and Medial Expenses Limits of Insurance is replaced by the following:

3. The most we will pay under Business Liability Coverage for damages because of *property damage* to a premises while rented to you or in the case of a fire, lightning, explosion, smoke or water while rented to you or temporarily occupied by you with permission of the owner is the applicable Damage To Premises Rented To You Limit shown for that premises in the Declarations. For a premises temporarily occupied by you, the applicable limit will be the Damage To Premises Rented To You Limit shown in the Declarations.

O. Knowledge of Claim or Suit

The following is added to the Duties in the Event of Occurrence, Offense, Claim or Suit Condition in Liability and Medical Expenses General Conditions:

Knowledge of an *occurrence,* offense, claim or

suit by an agent or *employee* of any insured shall not in itself constitute knowledge of the insured unless your partners, *executive officers,* directors, managers, members or a person who has been designated by them to receive reports of *occurrences,* offenses, claims or *suits* shall have received such notice from the agent or *employee.*

P. Bodily Injury Definition Expanded

The definition of *bodily injury* is amended to include mental distress and mental injury, including but not limited to mental anguish and emotional anguish.

Q. Waiver of Subrogation for Written Contracts

The following is added to the Transfer of Rights of Recovery Against Others to Us Condition, Applicable to Liability Coverage in the Bis-Pak® Common Policy Conditions:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or *your work* done under a contract with that person or organization and included in the *products-completed operations hazard.*

The waiver applies only to:

1. Any person or organization with whom you have a written contract or agreement in which you are required to waive rights of recovery under this policy. Such contract or agreement must have been executed prior to the *occurrence* causing injury or damage; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph 1 above.

R. Unintentional Failure to Disclose Hazard

The following is added to the Representations Condition in the Bis-Pak® Common Policy Conditions:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject Liability coverage under this policy based solely on such failure.

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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.)

Bobby Brown

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

Traill Painting Company

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.

3518 Woodbury Park Dr. S

Requester's name and address (optional)

6 City, state, and ZIP code

Fargo, ND 58103

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 7 – 4 7 1 0 7 2 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** Bobby Br **Date** 1.1.2026

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

Docusign Envelope ID: 228CAF18-6A56-8019-8381-C6DA9ED19797

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)

Herzog Roofing, Inc.
PO Box 245
Detroit Lakes, MN 56502

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 – 7E Prefinished Metal Panels

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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(3B9ADA4C)

April 20, 2026

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

Contractor shall have a minimum of 30 work days with conditions suitable to perform roofing work to obtain substantial completion of roof. Contractor shall be entitled to an extension of time for delays beyond the control of Contractor, including delays in delivery of materials.

DS

§ 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 Sixty-seven Thousand Three Hundred Dollars and Zero Cents ($ 267,300.00), 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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(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)

§ 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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User Notes:

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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)

Jonathon Hallisey
Herzog Roofing, Detroit Lakes, 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:
99014A5080084A8...

OWNER *(Signature)*

Peyton Mastera, City Administrator
(Printed name and title)

CONTRACTOR *(Signature)*

Sally Askelson, Sec/Treas
(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 Herzog Roofing, Inc., hereinafter called the bidder, a

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

Herzog Roofing, Inc. 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: JTH (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
#7E- Pre-finished Metal Panels	$ 267,300
#	$
#	$
#	$

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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 $ N/A

Alternate No. 6B - Food Service Upgrades - Heating Cabinets.
Add/Deduct $ N/A

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_____
(signature)

Title Project Manager

Business Address PO Box 245, Detroit Lakes, MN 56502

(SEAL if bid is by a Corporation) _____

Telephone No. 218-847-1121

E-Mail johnathan@herzogroofing.com

END OF SECTION

Notes:

Alternate VE Deduct- $13,000 for Laminator 1-Peice tight fit in lieu of Route and Return ACM.

This bid is based on an executed AIA 401 form. Contract and supplementary conditions are not reviewed at time of bid.

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Exhibit 1

SHEET INDEX

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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)

LANDSCAPE

L100	HARDSCAPE MATERIALS PLAN - ALT. 1A (FINISHES)
L101	HARDSCAPE LAYOUT PLAN - ALT. 1A (FINISHES)
L102	HARDSCAPE MATERIALS PLAN - ALT. 1B & 1C (COLORED CONCRETE, TOP CAST, RAIL)
L103	HARDSCAPE MATERIALS PLAN - ALT. 4 (PLAZA)
L104	HARDSCAPE LAYOUT PLAN - ALT. 4 (PLAZA)
L500	HARDSCAPE DETAILS

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S0.02	GENERAL NOTES
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S2.02	LOW ROOF/MECHANICAL MEZZANINE FRAMING PLAN
S2.03	ROOF FRAMING PLAN
S2.04	HIGH ROOF FRAMING PLAN
S3.01	FOUNDATION DETAILS
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A3.60	ROOF PLAN
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A4.11	BUILDING SECTIONS
A4.21	WALL SECTIONS
A4.22	ENLARGED SECTIONS
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A5.02	INTERIOR ELEVATIONS
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P200	FOUNDATION - PLUMBING
P201	MAIN LEVEL - PLUMBING
P202	KITCHEN V34 - PLUMBING AND RISER DIAGRAMS
P203	PLUMBING RISER DIAGRAMS
M201	MAIN LEVEL AND MECHANICAL MEZZANINE - MECHANICAL PIPING
M202	MECHANICAL & PLUMBING SCHEMATICS
M301	MAIN LEVEL AND MECHANICAL MEZZANINE - HVAC
M400	ROOF - MECHANICAL
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GF301	FOODSERVICE PLUMBING ROUGH-IN PLAN
GF401	FOODSERVICE ELECTRICAL ROUGH-IN PLAN
GF501	FOODSERVICE SPECIAL CONDITIONS PLAN
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Contractor Name Herzog Roofing, Inc.

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: Sally Askelson	**Printed Name:** Sally Askelson
Title: Sec/Treas	**Date:** 03/24/26
Company Name: Herzog Roofing, Inc.	

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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**
N/A	

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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**
N/A	

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-2

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

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

Authorized Signature of Owner or Officer: Sally Askelson	**Printed Name:** Sally Askelson
Title: Sec/Treas	**Date:** 03/23/26
Company Name: Herzog Roofing, Inc.	

Docusign Envelope ID: 228CAF18-6A56-8019-8381-C6DA9ED19797

CNA SURETY

Performance Bond

Bond No. 30263245

CONTRACTOR:
(Name, legal status and address)
Herzog Roofing, Inc.

PO Box 245
Detroit Lakes, MN 56502

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

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

OWNER:
(Name, legal status and address)
City of Dilworth

PO Box 187
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

$: 267,300.00

Amount: Two Hundred Sixty-Seven Thousand Three Hundred Dollars and Zero Cents

Description:
(Name and location)
Dilworth Community Center - Project No. 25-011
Dilworth, MN

BOND
Date: May 7, 2026
(Not earlier than Construction Contract Date)

$: 267,300.00

Amount: Two Hundred Sixty-Seven Thousand Three Hundred Dollars and Zero Cents

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Herzog Roofing, Inc.

Signature: Sally Askelson
Name and Title:

SURETY
Company: *(Corporate Seal)*
Western Surety Company

Signature:
Name Anthony Gross
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:
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

§ 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.

§ 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: _____		Signature: _____	
Name and Title:		Name and Title:	
Address		Address	

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CNA SURETY

Payment Bond

Bond No. 30263245

CONTRACTOR:
(Name, legal status and address)
Herzog Roofing, Inc.

PO Box 245
Detroit Lakes, MN 56502

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

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

OWNER:
(Name, legal status and address)
City of Dilworth

PO Box 187
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

$ 267,300.00

Amount: Two Hundred Sixty-Seven Thousand Three Hundred Dollars and Zero Cents

Description:
(Name and location)
Dilworth Community Center - Project No. 25-011
Dilworth, MN

BOND
Date: May 7, 2026
(Not earlier than Construction Contract Date)

$ 267,300.00

Amount: Two Hundred Sixty-Seven Thousand Three Hundred Dollars and Zero Cents

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Herzog Roofing, Inc.

Signature:
Name and Title:

SURETY
Company: *(Corporate Seal)*
Western Surety Company

Signature:
Name Anthony Gross
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:**
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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§ 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	

Docusign Envelope ID: 228CAF18-6A56-8019-8381-C6DA9ED19797

ACKNOWLEDGMENT OF PRINCIPAL

State of MN

County of Becker

On this 11th day of May, 2026 before me a Notary Public in and for the State of MN personally appeared Sally Askilsen know to me to be the Sec/Treasurer 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.

HEATHER M MORRISON
NOTARY PUBLIC
MINNESOTA
My Commission Expires January 31, 2028

Heather Morrison
NOTARY PUBLIC

(SEAL)

ACKNOWLEGEMENT OF SURETY

State of North Dakota

County of Cass

On this 7th day of May, 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: 228CAF18-6A56-8019-8381-C6DA9ED19797

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 25th day of February, 2026.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota
County of Minnehaha } ss

On this 25th day of February, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
December 4, 2031

K. WALSH
NOTARY PUBLIC
SOUTH DAKOTA

K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of May, 2026.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

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

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

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

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

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/12/2026

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
McGriff, a Marsh & McLennan Agency LLC Company
2000 International Park Drive
Suite 600
Birmingham, AL 35243

CONTACT NAME: Brooke Dawson
PHONE (A/C, No, Ext): 1-800-476-2211
FAX (A/C, No):
E-MAIL ADDRESS: brooke.dawson@marshmma.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Company	11150
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Herzog Roofing, Inc.
PO BOX 245
Detroit Lakes, MN 56502

COVERAGES **CERTIFICATE NUMBER:** 67RRYMCD **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. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

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			ZAGLB1021607	05/01/2026	05/01/2027	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X XCU Coverage						MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			ZACAT1041107	05/01/2026	05/01/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			ZAULP1061207	05/01/2026	05/01/2027	EACH OCCURRENCE	$ 2,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		ZAWCI1001207	05/01/2026	05/01/2027	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

RE: Dilworth Community Center

Owner (City of Dilworth), Construction Manager (Gehrtz Construction Services, Inc.), and Architect (Zerr Berg Architects, Inc.) and all related parties are Additional Insured on a primary, non-contributory basis with respects to General Liability, Automobile Liability, and Umbrella/Excess Liability when required by written contract. The Insurer will not provide the additional insured with a higher limit of liability than required by the written contract.

CERTIFICATE HOLDER

City of Dilworth
333 16th Street NE
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

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Docusign Envelope ID: 228CAF18-6A56-8019-8381-C6DA9ED19797

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.
Herzog Roofing, Inc.

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

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) ▶

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.
PO Box 245

Requester's name and address (optional)

6 City, state, and ZIP code
Detroit Lakes, MN 56502-0245

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
4 1 – 1 3 8 0 7 6 7

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 ▶** Sally Askelson **Date ▶** 06/25/2024

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.*

AGENDA ITEM NO. 4.F

Approve Change Orders for the Dilworth Community Center Project

DESCRIPTION: Change Order #1: Increasing the size of the dumpster pad. It is being recommended to increase the size of the dumpster area to accommodate two dumpsters. One would probably be suitable for current conditions, but as the facility and uses expand, an increase to the dumpster pad (and supporting fence) will be needed. It is much more advantageous to do this now. Change order amount: $18,819.

Change Order #2: Adjusting the north activity wall/doorway. It is being recommended to adjust the wall/doorway between the activity room and the playground area by removing the sliding door, and replacing it with a more traditional glass doorway. Additionally, this change order adds a coiling door between the kitchen and activity room. Change order amount: ($11,110.30),

SUGGESTED ACTION: Consent agenda approval

VOTING REQUIREMENT: Simple Majority of the Voting Quorum

SUBMITTED BY: Peyton Mastera, City Administrator

DEPARTMENT: City Hall

ATTACHMENTS: Change Order #2 - Dilworth Community Center Project.pdf

Change Order #1 - Dilworth Community Center Proejct.pdf

Approved
OAcmanty 5/18

CHANGE ORDER REQUEST FORM

Project: **Dilworth Community Center**
16th Street North
Dilworth MN 56529

Change Order Date: 5/22/2026
GCS Project No. 25-011

I. DESCRIPTION OF REQUESTED CHANGES:
Change to North wall of the activity room
Change Event # **CE002**
ZBA RFP/ASI # **Inst 1**
Revision # **0**
Title: **North activity wall doorway changes**
Amendment Type: **Construction Amendment**

Work Includes: Omit sliding glass door, changes to door locations, and add coiling doors.

II. COST AND TIME ANALYSIS:

Bid Package	Description	Subcontractor		Total
1	General Conditions	Gehrtz Construction Services		$ -
6A	install new frames / doors/hardware	Smithco		$ 362.05
8A	Provide new frames / doors / hardware	House of Glass		$ 5,694.00
8C	New coiling door	Advance Garage Door (Powder Coat)		$ 5,193.00
26	additonal electrical systems	Grotberg Electic		$ 776.65
	Subtotal Add Bid Packages			**$ 12,025.70**
8E	Omit glass sliding door	Galaxy Glass and Glazing Inc.		$ (24,760.00)
	Subtotal Deduct Bid Packages			**$ (24,760.00)**
	Subtotal Bid Packages			**$ (12,734.30)**
	OTHER ITEMS			
	CM Fee		6.5%	$ 782.00
	AE Fee		7.0%	$ 842.00
	Total Other Costs			**$ 1,624.00**
	Total Change Proposal			**$ (11,110.30)**

The Date of Substantial Completion will be changed by: **0** days
The Date of Final Completion will be changed by: **0** days

Accepted By: **Date:**

INSTRUCTION 1 CHANGE

CONSTRUCTION COST ESTIMATE BREAKDOWN

CONTRACTOR: SMITHCO INC

ADDRESS: 2501 13TH AVE S.W

PROJECT TITLE: DILWORTH COMMUNITY CENTER

FARGO,ND 58103

PROJECT NUMBER: 25-011

CONTRACT NUMBER: GENERAL COSTRUCTION

				Material Cost		Labor Costs				
Line No.	Item	Unit of Meas	Quan	Unit Cost	Total	Labor Hours	Average Rate	Total	Other Direct Costs	Line Total
1	ADD FRAME 102.2 LABOR	1EA				1.5		97.5		97.5
2	ADD DOORS 102.2	2 EA				1		65.00		65.00
3	HARDWARE	2 EA				2		130.00		130.00
4	BOND INCREASE								18.00	18.00
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
	TOTALS							292.50	18.00	310.50

TOTAL MATERIAL COSTS		$
TOTAL LABOR COSTS		$ 292.50
TOTAL OTHER DIRECT COSTS		$ 18.00
TOTAL DIRECT COSTS		$ 310.50
OVERHEAD	10%	$ 31.05
SUBTOTAL		$ 341.55
PROFIT	6 %	$ 20.50
TOTAL		$ 362.05

DATE: 5-13-26

FIRM NAME: SMITHCO INC.

BY: DANIEL B. SMITH

TITLE: PRESIDENT

HOUSE OF GLASS, INC.
Established 1960
PO Box 228 • ABERDEEN, SD 57402-0228
605-225-2010 • www.house-of-glass.com

PO Box 228
Aberdeen, SD 574020228

Phone # 605-225-2010
Fax # 605-225-7454
E-mail: kbain@hginc.biz

Proposal

DATE	ESTIMATE NO.
5/18/2026	115713

PROPOSAL SUBMITTED TO:

GEHRTZ CONSTRUCTION SERVICES, INC.
510 4TH AVENUE NORTH
FARGO, ND 58102-4821

PROJECT

115343-DILWORTH COMMUNITY CTR-HM

CONTACT:

QTY/HRS	DESCRIPTION
	ADD FOR - INSTRUCTION #1 CHANGES - REVISED TO WOOD DOORS
	DOOR 116.2
1	3'8 X 7'2 FLUSH MAPLE DOOR, NON-RATED
-1	3'8 X 7'2 SCG8 DOUBLE ACTING DOOR
3	5BB1HW 4.5 X 4.5 HINGE 652
1	L9080P 03A STOREROOM LOCK 626
1	6211 FSE 24VDC ELEC STRIKE 630
1	4040XP EDA CLOSER 689
1	8400 34" X 42" B-CS ARMOR PLATE 630
1	WS406/407CCV WALL STOP 630
1	679-05HM DPS
1	PS902 POWER SUPPLY
	DOOR 102.2
1	6'4 X 7'2 PAIR OF FLUSH MAPLE DOORS, NON-RATED
1	F16 6'4 X 7'2 X 8 3/4 HM FRAME, NON-RATED (T-ANCHORS)
1	WELD 3 SIDED FRAME
6	5BB1 4.5 X 4.5 HINGE 652
1	M490P MAG LOCK
1	FB51P CONST LATCH FLUSH BOLT PAIR 630
1	DP2 DUST PROOF STRIKE 626
1	COR7G COORDINATOR
2	RM3102 32" PUSH BAR 630
2	RM3310 24" OFFSET PULL 630
2	4040XP SHCUSH CLOSER 689
2	8400 10" X 36 KICKPLATE 630
2	188S 20' SEALS
1	188S 17' SEALS (FOR ASTRAGAL)
2	369 AUTO DOOR BTM

Acceptance of Proposal: The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. For special orders, I acknowledge all items are non-refundable unless there is prior approval. If special order returns are approved, there will be a 35% restocking fee. If stock item returns are approved, there could be a 35% restocking fee.

TOTAL

SIGNATURE _____

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any or deviation from above specifications involving extra costs will be executed only upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Proposal does not include lead testing, abatement, or removal in pre 1978 buildings as per new Federal Law (April 22, 2010). Any lead testing, abatement, or removal will be extra and is not included in above price.

Authorized Signature: Kevin Bain

Kevin Bain

HOUSE OF GLASS, INC.
Established 1960
PO Box 228 • ABERDEEN, SD 57402-0228
605-225-2010 • www.house-of-glass.com

PO Box 228
Aberdeen, SD 574020228

Phone # 605-225-2010
Fax # 605-225-7454
E-mail: kbain@hginc.biz

Proposal

DATE	ESTIMATE NO.
5/18/2026	115713

PROPOSAL SUBMITTED TO:

GEHRTZ CONSTRUCTION SERVICES, INC.
510 4TH AVENUE NORTH
FARGO, ND 58102-4821

PROJECT

115343-DILWORTH COMMUNITY CTR-HM

CONTACT:

QTY/HRS	DESCRIPTION
1	63A 76" THRESHOLD
2	679-05HM DPS
1	PS902-2RS POWER SUPPLY
	NO TAXES INCLUDED
	CARD READERS BY OTHERS

Acceptance of Proposal: The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. For special orders, I acknowledge all items are non-refundable unless there is prior approval. If special order returns are approved, there will be a 35% restocking fee. If stock item returns are approved, there could be a 35% restocking fee.

TOTAL $5,694.00

SIGNATURE _____

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any or deviation from above specifications involving extra costs will be executed only upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Proposal does not include lead testing, abatement, or removal in pre 1978 buildings as per new Federal Law (April 22, 2010). Any lead testing, abatement, or removal will be extra and is not included in above price.

Authorized Signature: Kevin Bain

Kevin Bain

Advance GARAGE DOOR INC
2831 NORTH 1ST AVENUE
PO BOX 3011
FARGO ND 58108
701-237-5147

EMAIL: INFO@ADVGARAGEFARGO.COM
WEBSITE: WWW.ADVGARAGEFARGO.COM

Estimate

Date	Estimate #
5/11/2026	14931

PO NO. | PHONE #
ATTN DAN | STAINLESS STEEL OPTION

Name / Address

GEHRTZ CONSTRUCTION SERVICES INC
510 4TH AVE NORTH
FARGO ND 58102

PROJECT

DILWORTH COMMUNITY CENTER

Description	Qty	Rate	Total
DOOR: 116.3 4-0 X 4-5 CORNELL MODEL ESC10 | PFI1F22S4 | PUSH-UP, FACE OF WALL, INTERIOR COUNTER SHUTTER, COUNTER DOOR 1-1/2, 22GA, STAINLESS STEEL, NO.4 STAINLESS STEEL | GUIDES: CLEAR ANODIZED ALUMINUM | CURTAIN, BOTTOM BAR & HOOD: STAINLESS STEEL #4 FINISH | SLIDE BOLTS PADLOCKABLE COIL SIDE | HEIGHT IS CLEAR OPENING	1	5,193.00	5,193.00
* INSTALLED TAX INCLUDED *			
** ALL PRICES ARE SUBJECT TO CHANGE PRIOR TO NOTICE **		0.00	0.00

THANK YOU
-RYAN SWEENEY

Total $5,193.00

DATE INSTALLATION DESIRED _____ **NET TOTAL** _____

OPENINGS ARE TO BE PREPARED BY OTHERS WITH OUR SPECIFICATIONS. THE ABOVE PRICE DOES NOT INCLUDE GLASS, GLAZING, PAINTING OR WIRING FOR ELECTRIC OPERATOR, UNLESS INCLUDED IN ABOVE PROPOSAL. ABOVE PROPOSAL IS MADE FOR PROMPT ACCEPTANCE. AGEEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS OR OTHER CONDITIONS BEYOND OUR CONTROL. WE CARRY MANUFACTURERS, CONTRACTORS, AND EMPLOYERS' LIABILITY AND WORKMAN'S COMPENSATION INSURANCE.

ACCEPTANCE AND CONTRACT (All prices are subject to change without prior notice.)

THE UNDERSIGNED HEREBY AGREES THAT THE TERMS AND CONDITIONS OF THE ABOVE PROPOSAL ARE ACCEPTED AND BY SIGNING HEREOF DO FURTHER AGREE THAT THE ABOVE PROPOSAL BECOME THE CONTRACT BETWEEN THE UNDERSIGNED. THIS CONTRACT IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND ANY MODIFICATIONS OR CHANGES MUST BE IN WRITING AND APPROVED BY THE PARTIES.

BY: _____ DATE: _____ BY: _____ DATE: _____

CHANGE NOTICE

Client Address:

333 16th Street NE
Dilworth, MN 56562

Itemized Breakdown

Description	Qty	Total Mat.	Total Hrs.
1/2" CONDUIT - EMT	30	29.60	1.04
3/4" CONDUIT - EMT	30	46.36	1.20
1/2" CONN SS STL - EMT	3	4.15	0.30
3/4" CONN SS STL - EMT	3	7.19	0.38
1/2" 1-H STRAP - EMT - STEEL	6	1.96	0.37
1/2 OR 3/4" SNAP CLOSE CLIP - SIDE MNT TO MTL STUD SUPPORT	6	9.04	0.54
4x 2 1/8" SQ BOX COMB KO W/ FLUSH FLAT BRKT	3	71.10	0.86
4" SQ 1G PLSTR RING 3/4" RISE	3	23.78	0.09
#8x 1/2 WAFER HEAD SHEET MTL SCREW	12	0.59	0.23
Totals	**96**	**193.78**	**5.01**

General Materials		193.78
Material Tax	(@ 8.000 %)	15.50
Total Material		**209.28**
JOURNEYMAN	(5.01 Hrs @ $75.00)	375.75
FOREMAN @ 25%	(1.25 Hrs @ $85.00)	106.25
Subtotal		**691.28**
Overhead	(@ 7.000 %)	48.39
Markup	(@ 5.000 %)	36.98
Subtotal		**776.65**
Final Amount		**$776.65**

CLIENT ACCEPTANCE

CCN # **IN-01**
Final Amount: **$776.65**

Name: _____

Date: _____

Signature: _____

ORIGINAL

CHANGE NOTICE

Client Address:

333 16th Street NE
Dilworth, MN 56562

Work Description

FIELD CODES

Tab - distance in inches that text following the field code will be indented from left
Current date 5/8/2026
5/8/2026 - current date with tab from the left included

Database Name	ACCUBID ELEC USA NECA IMP DB
Database Number (folder name)	ELEC USA NECA IMP
Database Address (path and folder name)	C:\Users\jason_thomas\OneDrive - Grotberg Electric\Accubid\Database\ELEC USA NECA IMP
Project Name	Dilworth Community Center
Project Number (folder name)	25-011
Project Address (path and folder name)	c:\users\jason_thomas\onedrive - grotberg electric\accubid\changeorder\Dilworth Community Center.co16
Project Contract Number	
File name of PDF attached to email	IN-01.pdf
My Company Name	
My Company Address Line 1	
My Company Address Line 2	
My Company City	
My Company State or Province	
My Company Counrty	
My Company Zip Code or Postal Code	
My Company Telehone number	
My Company Fax number	
My Company Contact name	
My Company E-mail	
Client Address Site Name	
Client Address Address Line 1	333 16th Street NE
Client Address Address Line 2	
Client Address City	Dilworth
Client Address State or Province	MN
Client Address Country	
Client Address Zip Code or Postal Code	56562
Client Address Telehone number	
Client Address Fax number	
Client Address Contact name	
Client Address E-mail	

FROM JOB INFO SCREEN

Job (CCN) Number	IN-01
Job (CCN) Number Header	CCN #
Job (CCN) Description	
Job (CCN) Notes	
Job (CCN) Status	Pending
Job (CCN) Date	5/8/2026
Job (CCN) Date Header	CCN Date
Last Saved Date	5/8/2026
Received Date	5/8/2026
Due Date	5/8/2026
Start Date	5/8/2026
CO Date	
CO Number	

ORIGINAL

CHANGE NOTICE

Client Address:

333 16th Street NE
Dilworth, MN 56562

Reference Column 1	
Reference Column 1 Header	Ref #1
Reference Column 2	
Reference Column 2 Header	Ref #2
Reference Column 3	
Reference Column 3 Header	Ref #3
Reference Column 4	
Reference Column 4 Header	Ref #4
Reference Column 5	
Reference Column 5 Header	Ref #5
Reference Column 6	
Reference Column 6 Header	Ref #6

FROM JOB SCREENS

Labor column used in Extension	2

FROM TOTALS

Selling Price	776.65
Final Price (includes Global Tax)	776.65

ORIGINAL

Dan Kleist

From: Tyler Molacek <tyler@galaxygnc.com>
Sent: Wednesday, May 13, 2026 9:24 AM
To: Dan Kleist
Subject: Dilworth community center - Inst. 1

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.

Deleting the sliding glass door between Activity Room 101 Playground 102 will be a **$24,760.**00 credit. Let me know if you have any questions or need anything more on this

Tyler Molacek
Project Manager / Estimating

tyler@galaxygnc.com
716 4th Street East
Horace, ND 58047
Main: (701)-540-5558
Direct: (701)-936-8061
www.galaxygnc.com

Approved ~~OAC~~
OACM Mtg 5/18

CHANGE ORDER REQUEST FORM

Project: **Dilworth Community Center**
16th Street North
Dilworth MN 56529

Change Order Date: 5/22/2026
GCS Project No. 25-011

I. DESCRIPTION OF REQUESTED CHANGES:
Dumpster area Changes per city review comments
Change Event # **CE001**
ZBA RFP/ASI # **Inst. 2**
Revision # **0**
Title: **Dumpster area Changes**
Amendment Type: **Construction Amendment**

Work Includes: Englarge concrete pad
Additional fence installation

II. COST AND TIME ANALYSIS:

Bid Package	Description	Subcontractor		Total
32A	Additonal Concrete	Tunheim Construction		$ 2,355.00
6A	Additional Fence	Smithco Construction		$ 14,225.20
	Subtotal Bid Packages			**$ 16,580.20**
	OTHER ITEMS			
	CM Fee		6.5%	$ 1,078.00
	AE Fee		7.0%	$ 1,161.00
	Total Other Costs			**$ 2,239.00**
	Total Change Proposal			**$ 18,819.20**

The Date of Substantial Completion will be changed by: **0** days
The Date of Final Completion will be changed by: **0** days

Accepted By: **Date:**

REVISED 5-12-26

CONSTRUCTION COST ESTIMATE BREAKDOWN

CONTRACTOR: SMITHCO INC

ADDRESS: 2501 13TH AVE S.W

PROJECT TITLE: DILWORTH COMMUNITY CENTER

FARGO,ND 58103

PROJECT NUMBER: 25-011

CONTRACT NUMBER: GENERAL COSTRUCTION

Line No.	Item	Unit of Meas	Quan	Material Cost: Unit Cost	Material Cost: Total	Labor Costs: Labor Hours	Labor Costs: Average Rate	Labor Costs: Total	Other Direct Costs	Line Total
1	ADDITIONAL PVC FENCE or trex	11	LF						12,000.00	12,000.00
2	BOND INCREASE	lump							200.00	200.00
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
	TOTALS								12,200.00	12,200.00

TOTAL MATERIAL COSTS		$
TOTAL LABOR COSTS		$
TOTAL OTHER DIRECT COSTS		$
TOTAL DIRECT COSTS		$ 12,200.00
OVERHEAD	10%	$ 1,220.00
SUBTOTAL		$ 13,420.00
PROFIT	6 %	$ 805.20
TOTAL		$ 14,225.20

DATE: 5-12-26

FIRM NAME: SMITHCO INC.

BY: DANIEL B. SMITH

TITLE: PRESIDENT

TUNHEIM CONSTRUCTION

3950 25th Street North Fargo ND 58102

5/8/26

Dumpster Area Changes

Increase Dumpster Area from 22'x13' to 28'x18'

286sqft to 504sqft

8" Pavement

$2855.00

Labor and Materials

Asphalt Deduct $500 From Border States

Total $2355.00

Excludes:
Floor Drains, Testing, Surveying, Cold Weather Conditions, Fill Materials, Excavations, Concrete Sawing and Removals.
Subgrade to be within +/- 1/10th ft.

Accepted by: _____ Date: _____

If you have any questions concerning this invoice, Contact
David Hahn, 701-866-1484, David@tunheimconst.com
THANK YOU FOR YOUR BUSINESS!

AGENDA ITEM NO. 4.P

Authorize training request (Police Department)

DESCRIPTION: From Police Chief Rawson:

Minnesota POST Board mandates that all sworn peace officers complete EVOC (Emergency Vehicle Operations Course) training once every five years. Currently, agencies throughout the state send their patrol officers to the St. Cloud State Precision Driving Center for this required training. Although Inv. Hoversten's and Ofc. Monaghan's POST licenses are not due for renewal until next year, it is my intent to send officers for required training the year prior to license expiration to ensure compliance and provide a scheduling buffer should unforeseen circumstances arise.

The six-hour EVOC course costs $315.00 per officer, with an additional $220.00 fee for the use of a rental patrol vehicle. Several police chiefs and instructors have strongly encouraged agencies to utilize the rental vehicles due to the intense and demanding nature of the driving exercises, which can place considerable wear and stress on fleet vehicles.

This course falls on a regularly scheduled workday for both Inv. Hoversten and Ofc. Monaghan, which eliminates any overtime or additional staffing costs associated with attendance. Additional expenses will include fuel costs for one patrol vehicle traveling to and from St. Cloud, Minnesota, as well as meal reimbursement for both officers. The total estimated cost for this training is approximately $1,200.

To help offset the cost of this training, this month, approximately $5,000.00 was added to the Dilworth Police Department seizure fund through the lawful sale of eligible forfeited property at auction. Funds within the seizure account are restricted for authorized law enforcement purposes, including qualifying training expenses such as EVOC.

A copy of the training details has been attached for your reference.

I respectfully request approval for Inv. Hoversten and Ofc.

Monaghan to attend this mandatory training.

SUGGESTED ACTION: Consent agenda approval

VOTING REQUIREMENT: Simple Majority of the Voting Quorum

SUBMITTED BY: Peyton Mastera, City Administrator

DEPARTMENT: Police Department

ATTACHMENTS: EVOC Course Description.pdf

Law Enforcement-Licensed (Hybrid EVOC) Refresher

This Hybrid EVOC is a blended course with 2 hours online and 6 hours in vehicle. It is designed to cut down on officer's overtime.

Time: 8:30 a.m.– 2:30 p.m.
Earn: 8 POST credits

In order to register for this course, we must have the officer's full name, POST# and valid email. The officer will receive an email with instructions for logging into the online portion. The online portion must be completed prior to attending class. The day of the class will be 6 hours of driving and no classroom.

NOTE: PIT-certified officers will be given a PIT Refresher, at no additional cost if requested prior to the class date.

Exercises include:

- Collision avoidance
- Straight-line brake
- Brake-to-steer combinations
- Serpentine
- Backing for emergency vehicles
- Skid prevention and control
- Emergency-vehicle cornering
- Intersection management
- Highway-response driving
- Effectiveness of emergency warning equipment
- Case law of EVOC and pursuit driving
- Physiological and psychological aspects of driving code and pursuits
- Pursuit-driving tactics

AGENDA ITEM NO. 7.A

2025 Audit Report (Eide Bailly Presenting)

DESCRIPTION: Eide Bailly recently completed the 2025 audit for the City of Dilworth and will be at the meeting to present it's findings to the City Council.

The City received a clean audit opinion.

SUGGESTED ACTION: Motion to receive and file the 2025 Audit.

VOTING REQUIREMENT: Simple Majority of the Voting Quorum

SUBMITTED BY: Peyton Mastera, City Administrator

DEPARTMENT: City Hall

ATTACHMENTS: Governance Letter Draft 5.19.26.pdf

City of Dilworth Report Draft 5.19.26.pdf

REPORT DATE

The Honorable Mayor and
Members of the City Council
City of Dilworth, Minnesota

We have audited the financial statements of the City of Dilworth ("the City") as of and for the year ended December 31, 2025, and have issued our report thereon dated REPORT DATE. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit under Generally Accepted Auditing Standards and *Government Auditing Standards* and our Compliance Audit under the Uniform Guidance

As communicated in our letter dated February 10, 2026, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America and to express an opinion on whether the City complied with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs. Our audit of the financial statements and major program compliance does not relieve you or management of its respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the system of internal control of the City solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

Our responsibility, as prescribed by professional standards as it relates to the audit of the City's major federal program compliance, is to express an opinion on the compliance for each of the City's major federal programs based on our audit of the types of compliance requirements referred to above. An audit of major program compliance includes consideration of internal control over compliance with the types of compliance requirements referred to above as a basis for designing audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, as a part of our major program compliance audit, we considered internal control over compliance for these purposes and not to provide any assurance on the effectiveness of the City 's internal control over compliance.

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We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

We have provided our comments regarding internal controls during our audit in our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* dated REPORT DATE. We have also provided our comments regarding compliance with the types of compliance requirements referred to above and internal controls over compliance during our audit in our Independent Auditor's Report on Compliance with Each Major Federal Program and Report on Internal Control Over Compliance Required by the Uniform Guidance dated REPORT DATE.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, our firm, and other firms utilized in the engagement, if applicable, have complied with all relevant ethical requirements regarding independence.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the City is included in Note 1 to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during 2025. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Accounting Estimates and Related Disclosures

Accounting estimates and related disclosures are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements are:

> Management's estimate of the Other Post-Employment Benefit (OPEB) liability is based on what the actuary company hired by the City calculates. We evaluated the key factors and assumptions used to develop the OPEB liability and determined that it is reasonable in relation to the basic financial statements taken as a whole.

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Management's estimate of the net pension liability is based on an actuary's calculation in accordance with the employment contracts. We evaluated key factors and assumptions used to develop the net pension liability in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of the compensated absences liability is based on the guidance contained in Governmental Accounting Standards Board (GASB) Statement No. 101, *Compensated Absences*. This is a significant estimate due to the expanded definition of what is considered a compensated absence and the types of leave offered by the City and the historical data utilized as assumptions within the calculation.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. There were no financial statement disclosures that we consider to be particularly sensitive or involve significant judgment.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole. Uncorrected misstatements or matters underlying those uncorrected misstatements could potentially cause future-period financial statements to be materially misstated, even though the uncorrected misstatements are immaterial to the financial statements currently under audit. The misstatements in the attached schedule that we identified as a result of our audit procedures were brought to the attention of, and corrected by management. There were no uncorrected misstatements.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the City's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Circumstances that Affect the Form and Content of the Auditor's Report

For purposes of this letter, professional standards require that we communicate any circumstances that affect the form and content of our auditor's report. We did not identify any circumstances that affect the form and content of the auditor's report.

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Representations Requested from Management

We have requested certain written representations from management which are included in the management representation letter dated REPORT DATE.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the City, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, significant events or transactions that occurred during the year, operating conditions affecting the entity, and operating plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the City's auditors.

This report is intended solely for the information and use of the Mayor, City Council, and management of the City and is not intended to be, and should not be, used by anyone other than these specified parties.

Fargo, North Dakota

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Financial Statements
December 31, 2025

City of Dilworth, Minnesota

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City of Dilworth, Minnesota

Elected and Appointed Officials (Unaudited)

December 31, 2025

Elected	Position	Term Expires December 31,
Chad Olson	Mayor	2026
Dave Steichen	Council Member	2026
Amber Borah	Council Member	2026
Kevin Peterson	Council Member	2028
Julie Nash	Council Member	2028

Appointed	
Peyton Mastera	City Administrator
Perry Baatz	Finance Officer
Scott Payne	Fire Chief
Hunter Rawson	Police Chief
Mike Denis	Maintenance Supervisor

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Independent Auditor's Report

The Honorable Mayor and
Members of the City Council
City of Dilworth, Minnesota

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Dilworth, Minnesota (the City), as of and for the year ended December 31, 2025, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Dilworth, as of December 31, 2025, and the respective changes in financial position, and, where applicable, cash flows thereof and the respective budgetary comparison for the general fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

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Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

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Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the schedule of changes in the city's total OPEB liability and related ratios; schedule of employer's share of net pension liability and schedule of employer's contributions be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Management has omitted the management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinions on the basic financial statements are not affected by this missing information.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining and individual fund schedules and schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the combining and individual fund schedules and the schedule of expenditures of federal awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the listing of elected and appointed officials but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

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In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued a report dated REPORT DATE, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Report on Other Legal and Regulatory Requirements

In accordance with the Legal Compliance Audit Guide prepared by the Office of the State Auditor pursuant to Minn. Stat. §6.65, we have also issued a report dated REPORT DATE, on our consideration of the City's compliance with aspects of the provisions of the Minnesota Legal Compliance Audit Guide for Cities. The purpose of that report is to describe the scope of our testing of compliance and the results of that testing, and not directed primarily toward obtaining knowledge of noncompliance. That report is an integral part of procedures performed in accordance with the Office of the State Auditor's Minnesota Legal Compliance Audit Guide for Cities in considering the City's compliance with certain regulatory requirements pursuant to Minn. Stat. §6.65.

Fargo, North Dakota
REPORT DATE

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	Primary Government		
	Governmental Activities	Business-Type Activities	Total
Assets			
Cash and cash equivalents	$ 9,168,313	$ 3,634,039	$ 12,802,352
Investments	4,512,821	1,351,795	5,864,616
Receivables			
Property taxes	41,043	-	41,043
Accounts	69,961	332,140	402,101
Special assessments	12,399,407	293,526	12,692,933
Prepaid items	132,788	10,105	142,893
Due from other governmental units	1,196,840	18,709	1,215,549
Capital assets, net of accumulated depreciation			
Land	1,144,552	-	1,144,552
Construction in progress	599,680	-	599,680
Buildings	9,659,505	571	9,660,076
Improvements other than buildings	181,613	9,021,065	9,202,678
Infrastructure	17,817,847	-	17,817,847
Machinery and equipment	1,850,414	-	1,850,414
Right-to-use lease assets	35,343	-	35,343
Total assets	58,810,127	14,661,950	73,472,077
Deferred Outflows of Resources			
OPEB	285,641	-	285,641
Pension plans	623,609	43,102	666,711
Total deferred outflows of resources	909,250	43,102	952,352
Liabilities			
Accounts payable	339,861	161,920	501,781
Accrued wages	102,385	37,911	140,296
Accrued interest payable	362,188	21,846	384,034
Noncurrent liabilities:			
Due within one year - other than pensions and OPEB	1,568,375	97,019	1,665,394
Due in more than one year - other than pensions and OPEB	23,398,649	1,631,548	25,030,197
Due in more than one year - total OPEB liability	868,852	-	868,852
Due in more than one year - net pension liability	516,197	145,924	662,121
Total liabilities	27,156,507	2,096,168	29,252,675
Deferred Inflows of Resources			
OPEB	112,696	-	112,696
Pension plans	841,154	97,364	938,518
Total deferred inflows of resources	953,850	97,364	1,051,214
Net Position			
Net investment in capital assets	6,420,324	7,407,419	13,827,743
Restricted for debt service	9,071,046	-	9,071,046
Restricted for TIF repayment	9,555	-	9,555
Unrestricted	16,108,095	5,104,101	21,212,196
Total net position	$ 31,609,020	$ 12,511,520	$ 44,120,540

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The accompanying Notes to Financial Statements are an integral part of these statements.

City of Dilworth, Minnesota

Statement of Activities

Year Ended December 31, 2025

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Position – Primary Government: Governmental Activities	Business-Type Activities	Total
Primary Government							
Governmental activities							
General government	$ 1,135,497	$ 649,119	$ 1,243,108	$ -	$ 756,730	$ -	$ 756,730
Public safety	1,420,845	179,362	-	-	(1,241,483)	-	(1,241,483)
Highways and streets	2,408,162	201,336	42,030	1,606,936	(557,860)	-	(557,860)
Health and welfare	4,266	-	-	-	(4,266)	-	(4,266)
Culture and recreation	217,377	29,062	380	-	(187,935)	-	(187,935)
Interest on long-term debt	732,883	-	-	-	(732,883)	-	(732,883)
Total governmental activities	5,919,030	1,058,879	1,285,518	1,606,936	(1,967,697)	-	(1,967,697)
Business-type activities							
Water	1,017,278	954,207	-	-	-	(63,071)	(63,071)
Sewer	954,360	1,155,130	-	-	-	200,770	200,770
Refuse	778,045	799,425	-	-	-	21,380	21,380
Other business-type activities	144,300	107,000	-	-	-	(37,300)	(37,300)
Total business-type activities	2,893,983	3,015,762	-	-	-	121,779	121,779
Total Primary Government	$ 8,813,013	$ 4,074,641	$ 1,285,518	$ 1,606,936	(1,967,697)	121,779	(1,845,918)
General revenues							
Property taxes					2,827,187	-	2,827,187
Unrestricted state aid					1,516,617	2,879	1,519,496
Unrestricted investment income					517,951	-	517,951
Miscellaneous					150,282	187,660	337,942
Transfers					20,000	(20,000)	-
Total general revenues					5,032,037	170,539	5,202,576
Change in net position					3,064,340	292,318	3,356,658
Net position - beginning					28,544,680	12,219,202	40,763,882
Net position - ending					$ 31,609,020	$ 12,511,520	$ 44,120,540

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The accompanying Notes to Financial Statements are an integral part of these statements

City of Dilworth, Minnesota
Governmental Funds
Balance Sheet
December 31, 2025

	General	Improvement Bonds 2018A	Improvement Bonds 2018C	2022A (DS - 7th St/ Northside Projects)	Firehall	Other Governmental Funds	Total Governmental Funds
Assets							
Cash and cash equivalents	$ 2,164,125	$ 1,664,655	$ 355,168	$ 1,751,027	$ -	$ 3,233,338	$ 9,168,313
Investments	2,516,921	519,605	138,991	141,337	-	1,195,967	4,512,821
Receivables				-	-		
Property taxes	41,043	-	-	-	-	-	41,043
Accounts	69,961	-	-	-	-	-	69,961
Special assessments	94,559	6,020,089	1,585,163	3,564,805	-	1,134,791	12,399,407
Prepaid items	73,591	-	-	-	59,197	-	132,788
Due from other funds	945,315	-	-	-	-	-	945,315
Due from other governmental units	140,925	56,876	41	20,546	975,000	3,452	1,196,840
Total assets	$ 6,046,440	$ 8,261,225	$ 2,079,363	$ 5,477,715	$ 1,034,197	$ 5,567,548	$ 28,466,488
Liabilities							
Accounts payable	$ 65,810	$ -	$ -	$ -	$ -	$ 274,051	$ 339,861
Accrued wages	102,385	-	-	-	-	-	102,385
Due to other funds	-	-	-	-	700,870	244,445	945,315
Total liabilities	168,195	-	-	-	700,870	518,496	1,387,561
Deferred Inflows of Resources							
Unavailable revenue-property taxes	41,043	-	-	-	-	-	41,043
Unavailable revenue-special assessments	94,559	6,020,089	1,585,163	3,564,805	-	1,134,791	12,399,407
Total deferred inflows of resources	135,602	6,020,089	1,585,163	3,564,805	-	1,134,791	12,440,450
Fund Balance (Deficit)							
Nonspendable for:							
Prepaid items	73,591	-	-	-	59,197	-	132,788
Restricted for:							
Debt service	-	2,241,136	494,200	1,912,910	-	4,422,800	9,071,046
TIF repayments	-	-	-	-	-	9,555	9,555
Capital projects	-	-	-	-	274,130	-	274,130
Assigned for:							
Park	405,287	-	-	-	-	-	405,287
Fire department	318,268	-	-	-	-	-	318,268
Transit ride service	190,023	-	-	-	-	-	190,023
Unassigned	4,755,474	-	-	-	-	(518,094)	4,237,380
Total fund balance	5,742,643	2,241,136	494,200	1,912,910	333,327	3,914,261	14,638,477
Total liabilities, deferred inflows of resources, and fund balances	$ 6,046,440	$ 8,261,225	$ 2,079,363	$ 5,477,715	$ 1,034,197	$ 5,567,548	$ 28,466,488

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Total Fund Balances - Governmental Funds	$ 14,638,477
Amounts reported for governmental activities are not financial resources and, therefore, not reported in the governmental funds.	
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds	31,288,954
Other long term assets are not available to pay for current period expenditures and, therefore, are either not recognized as a receivable or are deferred in the funds.	12,440,450
Deferred outflows and inflows of resources related to pensions and OPEB are applicable to future periods and, therefore, are not reported in the funds.	(44,600)
Long-term liabilities, including special assessment debt, compensated absences, OPEB liability, net pension liability, bond premium, lease liability, notes payable, and accrued interest payable are not due and payable in the current period and, therefore, are not reported in the funds.	(26,714,261)
Total Net Position - Governmental Activities	$ 31,609,020

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City of Dilworth, Minnesota

Governmental Funds

Statement of Revenues, Expenditures, and Changes in Fund Balances

Year Ended December 31, 2025

	General	Improvement Bonds 2018A	Improvement Bonds 2018C	2022A (DS - 7th St/ Northside Projects)	Firehall	Other Governmental Funds	Total Governmental Funds
Revenues							
General property taxes	$ 1,415,730	$ 18,084	$ 6,412	$ 318,165	$ -	$ 522,031	$ 2,280,422
Sales taxes	326,367	-	-	-	-	-	326,367
Franchise fees	125,488	-	-	-	-	-	125,488
Special assessments	10,332	536,432	151,609	366,422	-	172,977	1,237,772
Licenses and permits	92,392	-	-	-	-	-	92,392
Intergovernmental	1,792,631	3,958	1,403	69,638	2,581,936	114,259	4,563,825
Charges for service	235,263	-	-	-	-	-	235,263
Fines and forfeitures	34,125	-	-	-	-	-	34,125
Investment income	193,795	89,765	18,958	67,780	9,680	154,828	534,806
Contributions and other	232,256	-	-	-	-	207	232,463
Total revenues	4,458,379	648,239	178,382	822,005	2,591,616	964,302	9,662,923
Expenditures							
Current							
General government	1,082,332	395	395	2,895	-	3,315	1,089,332
Public safety	1,538,521	-	-	-	-	-	1,538,521
Highways and streets	620,638	-	-	-	-	-	620,638
Health and welfare	4,266	-	-	-	-	-	4,266
Culture and recreation	164,064	-	-	-	-	-	164,064
Miscellaneous	-	-	-	-	-	12,476	12,476
Capital outlay	725,456	-	-	-	3,048,577	579,141	4,353,174
Debt service							
Principal	82,325	140,000	110,000	325,000	-	535,000	1,192,325
Interest, fees and fiscal charges	1,080	238,688	50,575	358,740	-	282,658	931,741
Total expenditures	4,218,682	379,083	160,970	686,635	3,048,577	1,412,590	9,906,537
Excess (Deficiency) of Revenues over (under) Expenditures	239,697	269,156	17,412	135,370	(456,961)	(448,288)	(243,614)
Other Financing Sources (Uses)							
Transfers from other funds	20,000	-	-	-	-	375,801	395,801
Transfers to other funds	(240,828)	-	-	-	-	(134,973)	(375,801)
Lease proceeds	17,997	-	-	-	-	-	17,997
Total other financing sources (uses)	(202,831)	-	-	-	-	240,828	37,997
Net Change in Fund Balances	36,866	269,156	17,412	135,370	(456,961)	(207,460)	(205,617)
Fund Balances, Beginning of Year	5,705,777	1,971,980	476,788	1,777,540	790,288	4,121,721	14,844,094
Fund Balances, End of Year	$ 5,742,643	$ 2,241,136	$ 494,200	$ 1,912,910	$ 333,327	$ 3,914,261	$ 14,638,477

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Net Change in Fund Balances - Total Governmental Funds	$ (205,617)
Capital outlays are reported as expenditures in governmental funds. However, in the statement of activities the cost of capital assets is allocated over their estimated useful lives as depreciation/amortization expense. This is the amount by which capital outlay exceeded depreciation/amortization expense, including the impact of loss on disposal of capital assets, in the current period.	2,653,769
Revenues in the statement of activities that do not provide current financial resources not reported as revenues in the funds.	(699,400)
In the statement of activities compensated absences are measured by the amounts earned during the year. In the governmental funds, however, expenditures for these items are measured by the amount of financial resources used.	(5,552)
In the statement of activities OPEB obligations are measured by the amounts earned during the year. In the governmental funds, however, expenditures for these items are measured by the amount of financial resources used.	(4,098)
In the statement of activities the cost of pension benefits earned net of employee contributions is reported as pension expense. In the governmental funds, however, the contributions are reported as expense.	65,335
Interest payable is reported in the government wide statement of net position but is not recorded in the governmental funds.	46,779
The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. This amount is the net effect of those differences in treatment of long-term debt and related items.	1,213,124
Change in Net Position of Governmental Activities	$ 3,064,340

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	Budgeted Amounts			
	Original	Final	Actual Amounts	Variance With Final Budget
Revenues				
General property taxes	$ 1,748,687	$ 1,748,687	$ 1,415,730	$ (332,957)
Sales taxes	-	-	326,367	326,367
Franchise fees	125,000	125,000	125,488	488
Special assessments	20,404	20,404	10,332	(10,072)
Licenses and permits	78,000	78,000	92,392	14,392
Intergovernmental	1,149,335	1,231,060	1,792,631	561,571
Charges for services	203,666	203,666	235,263	31,597
Fines and forfeitures	42,400	42,400	34,125	(8,275)
Investment income	96,016	96,016	193,795	97,779
Contributions and other	64,006	64,006	232,256	168,250
Total revenues	3,527,514	3,609,239	4,458,379	849,140
Expenditures				
Current				
General government	910,940	910,940	1,082,332	(171,392)
Public safety	1,416,750	1,416,750	1,538,521	(121,771)
Highways and streets	763,452	763,452	620,638	142,814
Health and welfare	3,100	3,100	4,266	(1,166)
Culture and recreation	148,618	148,618	164,064	(15,446)
Capital outlay	214,125	214,125	725,456	(511,331)
Debt service				
Principal	70,000	70,000	82,325	(12,325)
Total expenditures	3,526,985	3,526,985	4,218,682	(691,697)
Excess of Revenues over Expenditures	529	82,254	239,697	157,443
Other Financing Sources (Uses)				
Transfers from other funds	20,000	20,000	20,000	-
Transfers to other funds	-	-	(240,828)	(240,828)
Lease proceeds	-	-	17,997	17,997
Total other financing sources (uses)	20,000	20,000	(202,831)	(222,831)
Net Change in Fund Balances	$ 20,529	$ 102,254	36,866	$ (65,388)
Fund Balance, Beginning of Year			5,705,777	
Fund Balance, End of Year			$ 5,742,643	

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City of Dilworth, Minnesota
Proprietary Funds
Statement of Net Position
December 31, 2025

	Water	Sewer	Refuse	Nonmajor Business-Type Activities	Total Business-Type Activities
Assets					
Current Assets					
Cash and cash equivalents	$ 1,265,567	$ 1,849,990	$ 274,013	$ 244,469	$ 3,634,039
Investments	563,590	580,597	106,150	101,458	1,351,795
Receivables					
Accounts	98,949	134,455	87,350	11,386	332,140
Special assessments	65,948	227,578	-	-	293,526
Prepaid items	1,501	6,658	1,946	-	10,105
Due from other governmental units	308	85	18,316	-	18,709
Total current assets	1,995,863	2,799,363	487,775	357,313	5,640,314
Noncurrent Assets					
Capital assets being depreciated					
Buildings	-	-	40,035	-	40,035
Improvements other than buildings	5,490,039	9,123,453	131,689	21,913	14,767,094
Less accumulated depreciation	(3,405,898)	(2,189,991)	(167,691)	(21,913)	(5,785,493)
Net capital assets	2,084,141	6,933,462	4,033	-	9,021,636
Total assets	4,080,004	9,732,825	491,808	357,313	14,661,950
Deferred Outflows of Resources					
Pension plans	16,348	16,348	7,835	2,571	43,102
Liabilities					
Current liabilities					
Accounts payable	47,928	43,534	57,377	13,081	161,920
Accrued wages	14,282	14,282	6,810	2,537	37,911
Accrued interest	-	21,846	-	-	21,846
Current portion of compensated absences	5,027	5,027	2,409	-	12,463
Current portion of bonds payable	-	84,556	-	-	84,556
Total current liabilities	67,237	169,245	66,596	15,618	318,696
Noncurrent liabilities					
Compensated absences	41,096	41,096	19,695	-	101,887
Bonds payable, net	-	1,529,661	-	-	1,529,661
Net pension liability	55,347	55,347	26,525	8,705	145,924
Total noncurrent liabilities	96,443	1,626,104	46,220	8,705	1,777,472
Total liabilities	163,680	1,795,349	112,816	24,323	2,096,168
Deferred Inflows of Resources					
Pension plans	36,929	36,929	17,698	5,808	97,364
Net Position					
Net investment in capital assets	2,084,141	5,319,245	4,033	-	7,407,419
Unrestricted	1,811,602	2,597,650	365,096	329,753	5,104,101
Total net position	$ 3,895,743	$ 7,916,895	$ 369,129	$ 329,753	$ 12,511,520

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City of Dilworth, Minnesota

Proprietary Funds

Statement of Revenues, Expenses and Changes in Net Position

Year Ended December 31, 2025

	Water	Sewer	Refuse	Nonmajor Business-Type Activities	Total Business-Type Activities
Operating Revenues					
Charges for services	$ 934,816	$ 990,729	$ 611,996	$ 105,124	$ 2,642,665
Recycling	-	-	185,272	-	185,272
Miscellaneous	19,391	164,401	2,157	1,876	187,825
Total operating revenues	954,207	1,155,130	799,425	107,000	3,015,762
Operating Expenses					
Personnel services	195,214	195,214	93,705	63,925	548,058
Supplies	2,685	3,537	1,596	12,275	20,093
Refuse collections	-	-	660,727	-	660,727
Fuel and utilities	546,443	493,392	3,029	-	1,042,864
Repairs and maintenance	89,895	51,622	4,225	61,690	207,432
Insurance	14,001	11,201	10,726	2,494	38,422
Depreciation	157,727	138,542	702	-	296,971
Other	11,313	8,471	3,335	3,916	27,035
Total operating expenses	1,017,278	901,979	778,045	144,300	2,841,602
Operating Income (Loss)	(63,071)	253,151	21,380	(37,300)	174,160
Nonoperating Revenues (Expenses)					
General property taxes	-	13,152	-	-	13,152
State market value credit	-	2,879	-	-	2,879
Special assessments	13,503	-	-	-	13,503
Investment income	65,268	73,591	11,845	10,301	161,005
Interest expense and fiscal charges	-	(52,381)	-	-	(52,381)
Total nonoperating revenues (expenses)	78,771	37,241	11,845	10,301	138,158
Income Before Transfers Out	15,700	290,392	33,225	(26,999)	312,318
Transfers Out	(7,500)	(7,500)	(5,000)	-	(20,000)
Change in Net Position	8,200	282,892	28,225	(26,999)	292,318
Net Position, Beginning of Year	3,887,543	7,634,003	340,904	356,752	12,219,202
Total Net Position, End of Year	$ 3,895,743	$ 7,916,895	$ 369,129	$ 329,753	$ 12,511,520

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	Water	Sewer	Refuse	Nonmajor Business-Type Activities	Total Business-Type Activities
Operating Activities					
Receipts from customers and users	$ 945,226	$ 1,141,175	$ 791,195	$ 106,850	$ 2,984,446
Payments for cost of services	(642,958)	(516,611)	(728,511)	(79,394)	(1,967,474)
Payments to employee costs	(188,469)	(189,718)	(91,192)	(58,474)	(527,853)
Payments to other vendors	(25,314)	(116,233)	(14,061)	(6,241)	(161,849)
Net Cash from (Used for) Operating Activities	88,485	318,613	(42,569)	(37,259)	327,270
Capital and Related Financing Activities					
General property taxes	-	13,152	-	-	13,152
State market value credit	-	2,879	-	-	2,879
Special assessment proceeds	13,503	-	-	-	13,503
Property and equipment additions	(69,899)	-	-	-	(69,899)
Payments on long-term debt					
Principal	-	(80,000)	-	-	(80,000)
Interest	-	(51,936)	-	-	(51,936)
Net Cash used for Capital and Related Financing Activities	(56,396)	(115,905)	-	-	(172,301)
Investing Activities					
Sale of investments	(28,144)	(28,993)	(5,301)	(7,244)	(69,682)
Investment income	65,268	73,591	11,845	10,301	161,005
Net Cash from Investing Activities	37,124	44,598	6,544	3,057	91,323
Net Change in Cash and Cash Equivalents	61,713	239,806	(41,025)	(34,202)	226,292
Cash and Cash Equivalents, Beginning of Year	1,203,854	1,610,184	315,038	278,671	3,407,747
Cash and Cash Equivalents, End of Year	$ 1,265,567	$ 1,849,990	$ 274,013	$ 244,469	$ 3,634,039
Reconciliation of Operating Income (Loss) to Net Cash from (Used for) Operating Activities					
Operating income (loss)	$ (63,071)	$ 253,151	$ 21,380	$ (37,300)	$ 174,160
Adjustments to reconcile operating income (loss) to net cash from (used for) operating activities					
Depreciation	157,727	138,542	702	-	296,971
Changes in assets and liabilities					
Accounts receivable	(10,897)	(13,982)	(1,236)	(150)	(26,265)
Special assessments receivable	217	-	-	-	217
Special assessment related deferred inflows of resources	(217)	-	-	-	(217)
Prepaid items	(1,501)	(5,115)	(1,946)	1,659	(6,903)
Due from other governments	1,916	27	(6,994)	-	(5,051)
Accounts payable	12,133	(44,939)	(48,774)	(6,919)	(88,499)
Accrued wages	1,621	1,621	614	956	4,812
Net pension liability and related deferred inflows and outflows of resources	(14,567)	(14,567)	(8,214)	4,495	(32,853)
Accrued interest	-	(1,250)	-	-	(1,250)
Accrued compensated absences	5,124	5,125	1,899	-	12,148
Net Cash from (Used for) Operating Activities	$ 88,485	$ 318,613	$ (42,569)	$ (37,259)	$ 327,270

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Note 1 - Summary of Significant Accounting Policies

The City of Dilworth was incorporated in 1911 and operates under a mayor-council form of government. The accounting policies of the City, as reflected in the accompanying financial statements, conform to accounting principles generally accepted in the United States of America for local government units as prescribed by the Governmental Accounting Standards Board.

The following is a summary of the significant accounting policies:

Reporting Entity

The City's financial statements include all funds for which the City is financially accountable.

The City is a primary government because it is a special-purpose government that has a separately elected governing body, is legally separate, and is fiscally independent of other state or local governments. Additionally, the City is not included in any other governmental reporting entity.

Component units are legally separate organizations for which elected officials of the primary government are financially accountable. The City is financially accountable if it appoints a voting majority of the organization's governing body and is either:

1. able to impose its will on that organization or

2. there is potential for the organization to provide specific financial benefits to, or impose financial burdens on the City. The City may be financially accountable if an organization is fiscally dependent on the City.

There are no entities presented on the City's financial statements as component units.

Government-Wide and Fund Financial Statements

The goal of government-wide financial statements is to present a broad overview of the government's finances. The basic statements that form the government-wide financial statements are the statement of net assets and the statement of activities. These two statements report information on all of the non-fiduciary activities of the government. For the most part, the effect of interfund activity has been removed from these statements. Governmental activities, which are normally financed through taxes and intergovernmental revenues, are reported separately from business-type activities, which are normally financed through user fees and charges for goods or services.

The statement of activities reports gross direct expenses by function reduced by program revenues. This results in a measurement of net revenue or expense for each of the government's activities. Direct expenses are those that are clearly identifiable with a specific function. Program revenues are directly associated with the function or business-type activity and include 1) charges for services and 2) operating or capital grants and contributions that are restricted to a particular function. Tax and other items not properly included among program revenues are reported instead as general revenues.

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Separate financial statements are prepared for governmental funds and proprietary funds. Major individual governmental funds are reported as separate columns in the fund financial statements.

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide and proprietary fund financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Taxes, special assessments, intergovernmental revenue, permits, charges for services and investment income associated with the current fiscal period are the major revenues that are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period to the extent they are collected in 60 days. All other revenue items are considered to be measurable and available only when the City receives cash.

The City reports the following major governmental funds:

General Fund

The general fund is the general operating fund of the City. All financial resources of the general government that are not required to be reported in another fund are accounted for in the general fund.

Debt Service

Improvement Bonds 2018A – This fund is used for the debt service payments on the Improvement Bonds of 2018A.

Improvement Bonds 2018C – This fund is used for the debt service payments on the Improvement Bonds of 2018C.

DS – 7th St/Northside Projects – This fund is used for the debt service payments on the Improvement Bonds of 2022A.

Capital Projects

Firehall – This fund is used to account for the revenues and expenditures related to an ongoing fire hall construction project.

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The City reports the following major proprietary funds:

- Water – This fund accounts for the provision of water utility service to the residents of the City.
- Sewer – This fund accounts for the provision of sanitary sewer service to the residents of the City.
- Refuse – This fund accounts for the provision of refuse and recycling service to the residents of the City.

With respect to both the business-type activities in the government-wide financial statements and the proprietary fund financial statements the City has adopted GASB statement No. 62 "Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements."

Amounts reported as program revenues include the following: amounts received from those who purchase, use or directly benefit from a program; amounts received from parties outside the City that are restricted to one or more specific programs; and earnings on investments that are legally restricted for a specific program. Revenues that do not meet the previous criteria are reported as general revenues, including all taxes.

Proprietary funds report operating revenues and expenses separately from nonoperating items. Operating revenues and expenses generally result from providing services or producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the City's proprietary funds are charges to customers for sales and services. Operating expenses for enterprise funds include the costs of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

Other Significant Accounting Policies

Budgets and Budgetary Accounting

The City is required by statutes to adopt an annual budget for its general fund. However, there is no legal restriction on expenditures in excess of appropriations.

An annual budget is adopted for the General Fund, special revenue funds and the enterprise funds. Budget appropriations lapse at the end of each year. All budgets are adopted on a basis consistent with generally accepted accounting principles (GAAP).

Any transfers of budgeted amounts between departments of the general fund, transfers between other funds, and any revisions that alter the total expenditures of any department or fund must be approved by the City Council.

The legal level of control is at the department level within each fund. Management is not allowed to change the budget without council approval.

Formal budgetary integration is employed as a management control device during the year for the general fund. Formal budgetary integration is not employed for other governmental funds.

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Cash and Cash Equivalents

The City maintains a cash pool. Interest earned from pooled cash accounts is allocated to each of the funds based on the fund's average balance, while funds that incur a negative balance in pooled cash accounts during the year are charged for interest. Funds with a negative balance as of year-end show such amounts as due to other funds.

For purposes of the statement of cash flows, the City considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents. For purposes of the statement of cash flows, the City considers all highly liquid investments with a maturity of three months or more when purchased to be investments.

Investments

Investments consist of debt securities and are reported at fair value.

Receivables and Credit Policy

The accounts receivable are uncollateralized customer obligation due under normal terms requiring payment within 30 days from the invoice date. After 30 days, a penalty of 10% is added to the outstanding balance. After 45 days, if payment is not received, the service is disconnected.

Prepaid Items

Payments made to vendors for services that will benefit periods beyond December 31, 2025, are recorded as prepaid items in both government-wide and fund financial statements. Prepaid items are reported using the consumption method and are recorded as an expense or expenditure at the time of consumption.

Capital Assets

Capital assets are capitalized at historical cost, or estimated historical cost for assets where actual historic cost is not available. Donated capital assets are recorded at acquisition value at the date of donation. Acquisition value is the price that would have been paid to acquire an asset with equivalent service potential on the date of the donation. The City maintains a threshold level of $5,000 or more for capitalizing capital assets. Federally funded assets maintain a threshold of $5,000 or more for capitalizing capital assets. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

Capital assets are recorded in the government-wide financial statements, but are not reported in the fund financial statements. Since surplus assets are sold for an immaterial amount when declared as no longer needed for public school purposes by the City, no salvage value is taken into consideration for depreciation purposes. Land and Construction in Progress are not depreciated.

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Capital assets of the primary government are depreciated using the straight-line method over the following estimated useful lives:

Buildings	10-40 years
Improvements other than buildings	10-30 years
Infrastructure	30-67 years
Machinery and equipment	3-20 years

Right-to-use lease assets are recognized at the lease commencement date and represent the City's right-to-use an underlying asset for the lease term. Right-to-use lease assets are measured at the initial value of the lease liability plus any payments made to the lessor before commencement of the lease term, less any lease incentives received from the lessor at or before the commencement of the lease term, plus any initial direct costs necessary to place the lease asset into service. Right to use lease assets are amortized over the shorter of the lease term or useful life of the underlying asset using the straight-line method. The amortization period varies from 3 to 5 years.

Compensated Absences

The City recognizes a liability for compensated absences for leave time that (1) has been earned for services previously rendered by employees, (2) accumulates and is allowed to be carried over to subsequent years, and (3) is more likely than not to be used as time off or settled (for example paid in cash to the employee or payment to an employee flex spending account) during or upon separation from employment. Based on the criteria listed, two types of leave qualify for liability recognition for compensated absences – vacation and sick and safe leave. The liability for compensated absences is reported as incurred in the government-wide and proprietary fund financial statements. A liability for compensated absences is recorded in the governmental funds only if the liability has matured because of employee resignations or retirements. The liability for compensated absences includes salary-related benefits, where applicable.

Vacation

The City's policy permits employees to accumulate earned but unused vacation benefits, which are eligible for payment at the employee's current pay rate upon separation from employment.

Sick and Safe Leave

The City's policy permits employees to accumulate earned but unused sick leave. Upon retirement or separation from employment from the City, full-time employees will be paid for unused safe and sick leave hours in excess of 480 hours, up to a maximum of 2,000 hours at 1/3 rate of pay final pay rate. However, a liability for estimated value of sick leave that will be used by employees as time off is included in the liability for compensated absences.

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Long-Term Liabilities

In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net assets. Bond premiums and discounts are deemed to be immaterial.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Lease liabilities represent the City's obligation to make lease payments arising from the lease. Lease liabilities are recognized at the lease commencement date based on the present value of future lease payments expected to be made during the lease term. The present value of lease payments are discounted based on a borrowing rate determined by the City.

Other Postemployment Benefits

Under the provisions of the various employee and union contracts the City provides access to health coverage until age 65 if certain criteria are met. The amount to be incurred is limited as specified by contract. All premiums are funded on a pay-as-you-go basis. This amount was actuarially determined, in accordance with GASB Statement No. 75, at January 1, 2024.

Pensions

For purposes of measuring the net pension liability, deferred outflows/inflows of resources, and pension expense, information about the fiduciary net position of the Public Employees Retirement Association (PERA) and additions to/deductions from PERA's fiduciary net position have been determined on the same basis as they are reported by PERA. For this purpose, plan contributions are recognized as of employer payroll paid dates and benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Deferred Inflows of Resources and Deferred Outflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources,* represents a consumption of net position that applies to future period(s) and so will *not* be recognized as an outflow of resources (expense/expenditure) until then. The City has two items that qualify for reporting in this category on the government-wide statement of net position. Deferred outflows of resources related to other postemployment benefits consist of various estimate differences and contributions made to the plan subsequent to the measurement date that will be recognized as expenditures in future years. Deferred outflows of resources related to pension plans consists of various estimate differences and contributions made to the plan subsequent to the measurement date that will be recognized as expenses in future years.

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In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources,* represents an acquisition of net position that applies to a future period(s) and so will *not* be recognized as an inflow of resources (revenue) until that time. The City has four items that qualify for reporting in this category. The City reports unavailable revenues from property taxes and special assessments on the governmental funds balance sheet. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available. The other items are changes in the net pension liability and other postemployment benefits not included in pension expense and OPEB expense reported in the government-wide statement of net position.

Net Position

Net position represents the difference between (a) assets and deferred outflows of resources and (b) liabilities and deferred inflows of resources in the City's financial statements. Net investment in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any long-term debt attributable to the acquisition, construction, or improvement of those assets. Restricted net position consists of restricted assets reduced by liabilities and deferred inflows of resources related to those assets. Unrestricted net position is the net amount of assets, deferred outflows of resources, liabilities, and deferred inflows of resources that are not included in the determination of net investment in capital assets or the restricted component of net position.

Fund Balance

The following classifications describe the relative strength of the spending constraints:

- Nonspendable Fund Balance – amounts that are not in nonspendable form (such as inventory) or are required to be maintained intact.

- Restricted Fund Balance – amounts constrained to specific purposes by their providers (such as grantors, bondholders, and higher levels of government), through constitutional provisions, or by enabling legislation.

- Committed Fund Balance – amounts constrained to specific purposes by the City itself, using its highest level of decision-making authority (i.e., City Council). To be reported as committed, amounts cannot be used for any other purpose unless the City takes the same highest-level action to remove or change the constraint.

- Assigned Fund Balance – amounts the City intends to use for a specific purpose. Intent can be expressed by the City Council or by an official or body to which the City Council delegates the authority.

- Unassigned Fund Balance – amounts that are available for any purpose. Positive amounts are reported only in the general fund.

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City Council establishes fund balance commitments by passage of an ordinance or resolution. This is typically done through adoption and amendment of the budget. A fund balance commitment is further indicated in the budget document as a designation or commitment of the fund. Assigned fund balance is established by City Council through adoption or amendment of the budget as intended for specific purpose.

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, and then unrestricted resources as they are needed.

The City's policy is that the General Fund will enter the budget year with an unassigned fund balance that is greater than 50% of that year's budgeted expenditures.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Adoption of New Accounting Standard

As of January 1, 2025, the City adopted GASB Statement No. 102, *Certain Risk Disclosures*, which requires management to evaluate whether there are risks related to a government's vulnerabilities due to certain concentrations or constraints that require disclosure. There was no effect of the implementation of this standard on disclosures during the year.

Note 2 - Stewardship, Compliance, and Accountability

Budget control for the fund is established by its total appropriations. The General Fund had expenditures exceeding appropriations of $691,697 for the year ended December 31, 2025. These over expenditures were funded by revenues exceeding budget and existing fund balance.

For the year ended December 31, 2025, the 2013A (Woodbridge 5th Addition) Debt Service Fund had a deficit fund balance of $113,096. The City will restore the fund with future special assessments.

For the year ended December 31, 2025, the 2020A (Southside Street Project) Debt Service Fund had a deficit fund balance of $45,862. The City will restore the fund with future special assessments.

For the year ended December 31, 2025, the 34th Street Project Fund had a deficit fund balance of $211,444. The City will restore the fund with future project funding and transfers from other funds.

For the year ended December 31, 2025, the Community Center Project Fund had a deficit fund balance of $147,692. The City will restore the fund with future project funding and transfers from other funds.

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Note 3 - Cash and Cash Equivalents and Investments

The following table presents the maturities of the City's deposit balances at December 31, 2025:

Type	Amount
Cash and cash equivalents	
Deposits	$ 12,802,202
Petty cash	150
	$ 12,802,352

Custodial Credit Risk – Deposits

Custodial credit risk is the risk that in the event of a bank failure, the government's deposits may not be returned to the City. State statutes require that insurance, surety bonds or collateral protect all city deposits. The market value of collateral pledged must equal 110% of the deposits not covered by insurance or bonds (140% in the case of mortgage notes pledged). As of December 31, 2025, the City's deposits were covered by insurance or collateral pledged and held in the City's name.

Custodial Credit Risk – Investments

The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty to a transaction, the City will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The City requires investments to be kept at the broker/dealer in the City's name, and the broker/dealer must provide asset protection of $10,000,000 through the Securities Investor Protection Corporation (SIPC).

Interest Rate Risk

The City does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

As of December 31, 2025, the City had the following investments:

		Investment Maturities (in Years)			
Investment Type	Fair Value	Not Applicable	< 1	1 - 5	> 6 - 10
Money Market	$ 133,747	$ 133,747	$ -	$ -	$ -
Certificates of Deposit	568,709	-	-	568,709	-
Commercial Paper	104,755	-	104,755	-	-
U.S. Government Securities	3,088,519	-	532,705	588,611	1,967,203
Municipal Bonds	1,968,886	-	422,138	366,016	1,180,732
Total investments	$ 5,864,616	$ 133,747	$ 1,059,598	$ 1,523,336	$ 3,147,935

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Credit Risk

Generally, credit risk is the risk that the issuer of an investment will not fulfill its obligation to the holder of the investment. State statutes authorize investments in U.S. treasuries, U.S. agencies, state and municipal bonds, bankers' acceptances, certain repurchase agreements and commercial paper rated A-1 by Standard & Poor's Corporation or P-1 by Moody's Commercial Paper Record. The City's policy is to mitigate credit risk by purchasing only highly rated securities with adequate collateral and interest rate risk by matching maturities to cash flow needs and holding securities to maturity.

The City's investments have the following credit ratings:

	Rating (S&P/Moody)	Fair Value
Commercial Paper	A1/NA	$ 104,755
U.S. Government Securities	AA+/Aa1	3,088,519
Municipal Bonds	AAA/Aaa	310,375
Municipal Bonds	AAA/NA	171,990
Municipal Bonds	AA+/Aa1	270,820
Municipal Bonds	AA+/Aa2	90,264
Municipal Bonds	AA+/NA	250,045
Municipal Bonds	AA/NA	15,641
Municipal Bonds	NA/Aaa	43,797
Municipal Bonds	NA/Aa1	517,410
Municipal Bonds	NA/Aa2	204,470
Municipal Bonds	NA/A1	94,074
		$ 5,162,160

The City's investments in money markets and certificates of deposit are not rated.

Concentration of Credit Risk

The City maintains its cash in bank deposit accounts which exceed federally insured limits. Accounts are guaranteed by the Federal Deposit Insurance Corporation (FDIC) up to $250,000 per depositor, per insured bank, for each account ownership category. At December 31, 2025, the City had approximately $839,000 in excess of FDIC-insured limits.

Fair Value of Investments

The City measures and records its investments using fair value measurement guidelines established by generally accepted accounting principles (GAAP). These guidelines recognize a three-tiered fair value hierarchy as follows:

- Level 1: Quoted prices in the active markets for identical assets
- Level 2: Observable inputs other than those in Level 1
- Level 3: Unobservable inputs.

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The asset's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

The following table presents the assets measure at fair value on a recurring basis at December 31, 2025:

	Fair Value	Level 1	Level 2	Level 3
Money Market	$ 133,747	$ 133,747	$ -	$ -
Certificates of Deposit	568,709	568,709	-	-
Commercial Paper	104,755	-	104,755	-
U.S. Government Securities	3,088,519	-	3,088,519	-
Municipal Bonds	1,968,886	-	1,968,886	-
	$ 5,864,616	$ 702,456	$ 5,162,160	$ -

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Note 4 - Property Taxes and Special Assessments

Property Taxes

Property tax levies are set by the City Council in December of each year and are certified to Clay County for collection in the following year. In Minnesota, counties act as collection agents for all property taxes. The county spreads all levies over the assessable property. Such taxes become a lien on January 1 and are recorded as receivables by the City at that date. Revenues are accrued in the year collectible, net of delinquencies.

Property taxes may be paid by taxpayers in two equal installments on May 15 and October 15. The county provides tax settlements to cities and other local governments three times a year, on or before January 25, July 21, and November 30. Taxes, which remain unpaid at December 31, are classified as delinquent taxes receivable and the portion not available within 60 days is fully offset by deferred revenue because it is not available to finance current expenditures.

Special Assessments

Special assessments are levies against the benefited properties for the assessable costs of special assessment improvement projects in accordance with state statutes. The City usually adopts the assessment rolls when the individual projects are complete or substantially complete. The assessments are collectible over a term of years generally consistent with the term of years of the related bond issue. Collection of annual installments (including interest) is handled by the county in the same manner as property taxes. Property owners are allowed to prepay total future installments plus accrued interest without prepayment penalties.

Note 5 - Capital Assets

Capital asset activity for the year ended December 31, 2025, was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
Governmental Activities				
Capital assets, not being depreciated				
Land	$ 1,144,552	$ -	$ -	$ 1,144,552
Construction in progress	6,524,011	3,617,171	9,541,502	599,680
Total capital assets, not being depreciated	7,668,563	3,617,171	9,541,502	1,744,232
Capital assets, being depreciated/amortized				
Buildings	1,786,833	9,308,876	324,082	10,771,627
Improvements other than buildings	602,442	39,982	-	642,424
Infrastructure	27,979,884	328,341	-	28,308,225
Machinery and equipment	5,008,630	571,225	248,488	5,331,367
Right-to-use lease assets	52,570	17,997	18,660	51,907
Total capital assets being depreciated/amortized	35,430,359	10,266,421	591,230	45,105,550
Less accumulated depreciation/amortization for				
Buildings	1,270,755	165,449	324,082	1,112,122
Improvements other than buildings	448,659	12,152	-	460,811
Infrastructure	9,311,455	1,178,923	-	10,490,378
Machinery and equipment	3,409,417	316,824	245,288	3,480,953
Right-to-use lease assets	23,451	11,773	18,660	16,564
Total accumulated depreciation/amortization	14,463,737	1,685,121	588,030	15,560,828
Total capital assets, being depreciated, being depreciated/amortized, net	20,966,622	8,581,300	3,200	29,544,722
Governmental Activities Capital Assets, Net	$ 28,635,185	$ 12,198,471	$ 9,544,702	$ 31,288,954
Business-type Activities				
Capital assets, being depreciated				
Buildings	$ 40,035	$ -	$ -	$ 40,035
Improvements other than buildings	14,697,195	69,899	-	14,767,094
Total capital assets being depreciated	14,737,230	69,899	-	14,807,129
Less accumulated depreciation for				
Buildings	39,366	98	-	39,464
Improvements other than buildings	5,449,156	296,873	-	5,746,029
Total accumulated depreciation	5,488,522	296,971	-	5,785,493
Total capital assets, being depreciated, net	9,248,708	(227,072)	-	9,021,636
Business-type Activities Capital Assets, Net	$ 9,248,708	$ (227,072)	$ -	$ 9,021,636

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Depreciation/amortization expense was charged to functions/programs of the government as follows:

Governmental Activities	
General government	$ 39,497
Public safety	307,602
Public works	1,298,736
Culture and recreation	39,286
Total depreciation/amortization expense - governmental activities	$ 1,685,121
Business-type Activities	
Water	$ 157,727
Sewer	138,542
Refuse	702
Total depreciation expense - business-type activities	$ 296,971

Note 6 - Leases

During prior years, the City entered into lease agreements as lessee for the acquisition and use of office equipment and police equipment. As of December 31, 2025, the value of the lease liability was $35,516. The City is required to make monthly principal and interest payments through November 2028 from the general fund. The leases have interest rates of varying from 3.53% to 4.00%.

The future principal and interest lease payments as of December 31, 2025, were as follows:

Years Ending December 31,	Principal	Interest
2026	$ 9,930	$ 1,609
2027	10,330	959
2028	10,745	543
2029	3,854	110
2030	657	3
	$ 35,516	$ 3,224

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Note 7 - Long-Term Debt

The following is a summary of changes in long-term debt of the City for the year ended December 31, 2025:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental Activities					
General Obligation bonds	$ 25,200,000	$ -	$ 1,110,000	$ 24,090,000	$ 1,450,000
Unamortized bond premium	629,698	-	35,990	593,708	23,615
Notes payable	223,513	-	74,107	149,406	74,107
Lease liability	28,543	17,997	11,024	35,516	9,930
Compensated absences*	92,842	5,552	-	98,394	10,723
Governmental activity long-term debt	$ 26,174,596	$ 23,549	$ 1,231,121	$ 24,967,024	$ 1,568,375
Business-type Activities					
General Obligation bonds	$ 1,700,000	$ -	$ 80,000	$ 1,620,000	$ 85,000
Unamortized bond premium	18,309	-	1,309	17,000	1,309
Unamortized bond discount	(24,537)	-	(1,754)	(22,783)	(1,753)
Compensated absences*	102,202	12,148	-	114,350	12,462
Business-type activity long-term debt	$ 1,795,974	$ 12,148	$ 79,555	$ 1,728,567	$ 97,018

*The roll-forward schedule only reports the net change in the compensated absences liability.

General Obligation Bonds

As of December 31, 2025, the City has the following general obligation bonds outstanding reported in the governmental activities:

	Interest Rate	Final Year of Maturity	Authorized and Issued	Outstanding
General Obligation Improvement Bonds of 2015B	2.00 - 2.50	2025	$ 2,415,000	$ 645,000
General Obligation Improvement Bonds of 2016	0.95 - 2.50	2032	1,560,000	430,000
General Obligation Improvement Bonds of 2018A	3.00 - 4.00	2040	7,590,000	7,250,000
General Obligation Improvement Bonds of 2018C	3.00 - 3.80	2035	1,865,000	1,340,000
General Obligation Improvement Bonds of 2020A	2.00	2032	1,230,000	910,000
General Obligation Improvement Bonds of 2022A	3.00 - 4.00	2044	9,500,000	9,175,000
General Obligation Capital Improvement Bonds of 2024A	4.00 - 5.00	2045	4,340,000	4,340,000
Total			$ 28,500,000	$ 24,090,000

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General obligation improvement bonds are recorded as a liability in the governmental activities in the government-wide statement and are payable from the debt service funds primarily through special assessments levied and collected for local improvements. The City has a commitment relating to a pledge of full faith and credit on the special assessment bonds. The general credit of the City is obligated only to the extent that liens foreclosed against properties involved in the special assessment districts are insufficient to retire outstanding bonds.

As of December 31, 2025, the City has the following general obligation improvement bond outstanding reported in the business-type activities:

	Interest Rate	Final Year of Maturity	Authorized and Issued	Outstanding
Sewer - General Obligation Improvement Bonds of 2018B	3.00 - 4.00	2040	$ 2,000,000	$ 1,620,000

General obligation improvement bonds of the enterprise funds are payable from the sewer fund primarily through special assessments levied and collected for local improvements and charges for services. The City has a commitment relating to a pledge of full faith and credit on the special assessment bonds. The general credit of the City is obligated only to the extent that liens foreclosed against properties involved in the special assessment districts are insufficient to retire outstanding bonds.

There are a number of limitations and restrictions contained in the various bond indentures. The City is in substantial compliance with significant limitations and restrictions.

Notes Payable

As of December 31, 2025, the City has the following notes payable outstanding reported in the governmental activities:

	Interest Rate	Final Year of Maturity	Authorized and Issued	Outstanding
Note payable	0.00	2026	$ 145,827	$ 36,456
Note payable	0.00	2028	150,600	112,950
Total			$ 296,427	$ 149,406

The City has issued notes payable to finance the purchase of land. Payments are made through the general fund.

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The annual requirements to amortize all outstanding general obligation bonds and notes payable as of December 31, 2025, are as follows:

Years Ending December 31,	Governmental Activities				Business-Type Activities	
	General Obligation Bonds		Note Payable		General Obligation Bonds	
	Principal	Interest	Principal	Interest	Principal	Interest
2026	$ 1,450,000	$ 851,653	$ 74,107	$ -	$ 85,000	$ 50,331
2027	1,385,000	802,619	37,650	-	90,000	47,281
2028	1,440,000	754,324	37,649	-	90,000	44,581
2029	1,255,000	708,815	-	-	95,000	41,806
2030	1,305,000	664,503	-	-	100,000	38,881
2031 - 2035	7,740,000	2,446,901	-	-	535,000	146,694
2036 - 2040	6,060,000	1,303,116	-	-	625,000	53,734
2041 - 2045	3,455,000	354,500	-	-	-	-
Total	$ 24,090,000	$ 7,886,431	$ 149,406	$ -	$ 1,620,000	$ 423,308

Leases Payable

Leases payable consists of long-term leases as described in Note 6. Leases payable of the governmental activities are liquidated by the general fund.

Compensated Absences

Compensated absences consist of earned but unused annual leave and estimated future usage of accrued sick leave as described in Note 1.

Conduit Debt

During 2019, the City issued Revenue Bonds on behalf of an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 to finance a revenue producing facility engaged in providing health care. The bonds are secured by the property financed and are payable solely from payments received on the underlying mortgage loans. Upon repayment of the bonds, ownership of the acquired facilities transfers to the private-sector entity served by the bond issuance. Neither the City, the State, nor any political subdivision thereof is obligated in any manner for repayment of the bonds. Accordingly, the bonds are not reported as liabilities in the accompanying financial statements.

As of December 31, 2025, there was one revenue bond outstanding, with a principal amount payable of $8,763,845.

Legal Debt Margin

Minnesota statutes limit the net bonded indebtedness of the City to 3% of the market value. The legal debt limit as of December 31, 2025, is $15,587,499. This debt limit excludes improvement bonds secured in whole or in part by special assessments. The city had no outstanding debt subject to the debt limit as of December 31, 2025, resulting in a debt margin of $15,587,499.

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Note 8 - Other Post-Employment Benefits

Plan Descriptions

The City of Dilworth other post-employment benefits plan is a defined OPEB plan that provides a single employer defined health care plan to eligible retires. All employees are allowed upon meeting the eligibility requirements (Police and Fire: age 50 and 5 years of service with hire date before June 30, 2014, or 10 years of service with hire date after June 30, 2014; all others: age 55 and 5 years of service) under Minn. Stat. 471.61 subd. 2b, to participate in the City's health insurance plan after retirement. This single-employer plan covers active and retired employees. Benefit provisions are established through negotiations between the City and the union representing City employees and are renegotiated at the end of each contract period. Medical coverage is administrated by Medica. The plan does not issue a publicly available financial report. The General Fund is used to liquidate the OPEB liability. No assets are accumulated in a trust.

Benefits Provided

The contract groups have access to other post-retirement benefits of blended medical premiums of $568 for single and $1,589 for family coverage. The implicit rate subsidy is only until Medicare eligibility. There are no subsidized post-employment medical, dental, or life benefits except for four officers injured in the line of duty with medical insurance premiums paid by the City until Medicare eligibility.

Employees Covered by Benefit Terms

At the valuation date of January 1, 2024, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefit payments	5
Active employees	17
	22

Total OPEB Liability

The City's total OPEB liability of $868,852 was measured as of January 1, 2025, and was determined by an actuarial valuation as of January 1, 2024.

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Actuarial Assumptions

The total OPEB liability in the January 1, 2024, actuarial valuation was determined as using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Inflation	2.50 percent	
Salary Increases	Service graded table	
Discount Rate	4.20 percent	
Healthcare Cost Trend Rates	6.25% as of January 1, 2025, grading to 5.00% over 5 years and then to 4.00% over the next 48 years.	
Retiree Plan Participation	Future retirees electing coverage	
	Pre-65 subsidy available:	N/A
	Pre-65 subsidy not available:	10%
Percent of Married Retirees Electing Spouse Coverage	Percent Future Retirees Electing Pre-65 Spouse Coverage	
	Spouse subsidy available:	N/A
	Spouse subsidy not available:	10%

Mortality rates were based on the Pub-2010 Public Retirement Plans Headcount-Weighted Mortality Tables (General, Safety) with MP-2021 Generational Improvement Scale.

The actuarial assumptions used in the January 1, 2024, measurements were based the most recent four-year experience study for the Public Employees Retirement Association of Minnesota Police and Fire Plan completed in 2020 and the four-year experience study for the Public Employees Retirement Association of Minnesota General Employees Plan completed in 2019 and a review of the inflation assumption.

Since the plan is not funded by an irrevocable trust, the discount rate is equal to the index rate for 20-year, tax-exempt municipal bonds.

Since the previous valuation dated January 1, 2022, the following changes have been made:

- The health care trend rates were changed to better anticipate short term and long term medical increases.
- The discount rate was changed from 4.0% to 3.70% in fiscal year 2024 and from 3.70% to 4.20% in fiscal year 2025
- The percent elect for pre-65 spouses without a subsidy was changed from 0% to 10%.

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Changes in the Total OPEB Liability

Balance at January 1, 2025	$ 916,035
Changes from the Prior Year	
Service Cost	1,242
Interest Cost	33,051
Assumption changes	(33,036)
Benefit Payments	(48,440)
Total Changes	(47,183)
Balance at December 31, 2025	$ 868,852

Sensitivity of the Total OPEB Liability to Changes in Discount Rate and the Healthcare Cost Trend Rates

The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using a discount rate one percentage point lower and one percentage point higher than the current discount rate:

	1% Decrease in Discount Rate	Discount Rate	1% Increase in Discount Rate
Discount Rate	3.20%	4.20%	5.20%
Total OPEB Liability	$ 937,028	$ 868,852	$ 807,699

The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using a discount rate one percentage point lower and one percentage point higher than the current healthcare trend rates:

	1% Decrease in Healthcare Trend Rate	Selected Healthcare Trend Rate	1% Increase in Healthcare Trend Rate
Medical Trend Rate	5.25%, grading to 4.00% over 5 years, then to 3.00% over the next 48 years	6.25%, grading to 5.00% over 5 years, then to 4.00% over the next 48 years	7.25%, grading to 6.00% over 5 years, then to 5.00% over the next 48 years
Total Net OPEB Liability	$ 816,378	$ 868,852	$ 920,627

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OPEB Expense and Deferred Outflows and Inflows of Resources Related to OPEB

For the year ended December 31, 2025, the City recognized OPEB expense of $55,491. At December 31, 2025, the City reported deferred outflows and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Liability losses	$ 160,839	$ -
Assumption changes	73,409	112,696
Employer contributions made after the measurement date	51,393	-
	$ 285,641	$ 112,696

The $51,393 reported as deferred outflows of resources related to OPEB resulting from the City's contributions subsequent to the measurement date will be recognized as a reduction of the total OPEB liability in the year ended December 31, 2026.

Other amounts reported as deferred inflows of resources and deferred outflows of resources related to OPEB will be recognized in OPEB expense as follows:

Years Ended June 30,	OPEB Expense Amount
2026	$ 21,198
2027	21,198
2028	21,198
2029	21,190
2030	15,630
Thereafter	21,138

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Note 9 - Defined Benefit Pension Plans

Qualified employees are covered under cost-sharing multiple-employer defined benefit pension plans administered by the Public Employees Retirement Association of Minnesota (PERA).

For the year ended December 31, 2025 the City reported its proportionate share of net pension assets, net pension liabilities, deferred outflows of resources, deferred inflows of resources, and pension expense (income) for each of the plans as follows:

	Deferred Outflows of Resources	Net Pension Liability	Deferred Inflows of Resources	Pension Expense (Income)
PERA - General Employees Fund	$ 75,406	$ 255,291	$ 170,336	$ 20,163
PERA - Police and Fire Fund	591,305	406,830	768,182	74,191
Total all plans	$ 666,711	$ 662,121	$ 938,518	$ 94,354

A. Plan Description

The City participates in the following cost-sharing multiple-employer defined benefit pension plans administered by the Public Employees Retirement Association of Minnesota (PERA). These plan provisions are established and administered according to *Minnesota Statutes* chapters 353, 353D, 353E, 353G, and 356. *Minnesota Statutes* chapter 356 defines each plan's financial reporting requirements. PERA's defined benefit pension plans are tax qualified plans under Section 401(a) of the Internal Revenue Code.

1. General Employees Retirement Plan (General Plan)

Membership in the General Plan includes employees of counties, cities, townships, schools in non-certified positions, and other governmental entities whose revenues are derived from taxation, fees, or assessments. Plan membership is required for any employee who is expected to earn more than $425 in a month, unless the employee meets exclusion criteria.

2. Public Employees Police and Fire Retirement Plan (Police and Fire Plan)

Membership in the Police & Fire Plan includes full-time, licensed police officers and firefighters who meet the membership criteria defined in Minnesota Statutes section 353.64 and who are not earning service credit in any other PERA retirement plan or a local relief association for the same service. Employers can provide Police & Fire Plan coverage for part-time positions and certain other public safety positions by submitting a resolution adopted by the entity's governing body. The resolution must state that the position meets plan requirements.

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B. Benefits Provided

PERA provides retirement, disability, and death benefits. Benefit provisions are established by state statute and can only be modified by the state Legislature. Vested, terminated employees who are entitled to benefits, but are not receiving them yet, are bound by the provisions in effect at the time they last terminated their public service. When a member is "vested," they have earned enough service credit to receive a lifetime monthly benefit after leaving public service and reaching an eligible retirement age. Members who retire at or over their Social Security full retirement age with at least one year of service qualify for a retirement benefit.

1. General Employees Plan Benefits

General Employees Plan requires three years of service to vest. Benefits are based on a member's highest average salary for any five successive years of allowable service, age, and years of credit at termination of service. Two methods are used to compute benefits for General Plan members. Members hired prior to July 1, 1989, receive the higher of the Step or Level formulas. Only the Level formula is used for members hired after June 30, 1989. Under the Step formula, General Plan members receive 1.2 percent of the highest average salary for each of the first 10 years of service and 1.7 percent for each additional year. Under the Level formula, General Plan members receive 1.7 percent of highest average salary for all years of service. For members hired prior to July 1, 1989, a full retirement benefit is available when age plus years of service equal 90 and normal retirement age is 65. Members can receive a reduced requirement benefit as early as age 55 if they have three or more years of service. Early retirement benefits are reduced by .25 percent for each month under age 65. Members with 30 or more years of service can retire at any age with a reduction of .25 percent for each month the member is younger than age 62. The Level formula allows General Plan members to receive a full retirement benefit at age 65 if they were first hired before July 1, 1989, or at age 66 if they were hired on or after July 1, 1989. Early retirement begins at age 55 with an actuarial reduction applied to the benefit.

Benefit increases are provided to benefit recipients each January. The postretirement increase is equal to 50 percent of the cost-of-living adjustment (COLA) announced by the SSA, with a minimum increase of at least 1 percent and a maximum of 1.5 percent. The 2025 annual increase was 1.25 percent. Recipients that have been receiving the annuity or benefit for at least a full year as of the June 30 before the effective date of the increase will receive the full increase. Recipients receiving the annuity or benefit for at least one month but less than a full year as of the June 30 before the effective date of the increase will receive a prorated increase.

1. Police and Fire Plan Benefits

Benefits for Police and Fire Plan members hired before July 1, 2010, are vested after three years of service. Members hired on or after July 1, 2010, are 50 percent vested after five years of service and 100 percent vested after ten years. After five years, vesting increase by 10 percent each full year of service until members are 100 percent vested after ten years. Police and Fire Plan members receive 3 percent of highest average salary for all years of service. Police and Fire Plan members receive a full retirement benefit when they are age 55 and vested, or when their age plus their years of service equals 90 or greater if they were first hired before July 1, 1989. Early retirement starts at age 50, and early retirement benefits are reduced by 0.417 percent each month members are younger than age 55.

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Benefit increases are provided to benefit recipients each January. The postretirement increase is fixed at 1 percent. Recipients that have been receiving the annuity or benefit for at least 36 months as of the June 30 before the effective date of the increase will receive the full increase. Recipients receiving the annuity or benefit for at least 25 months but less than 36 months as of the June 30 before the effective date of the increase will receive a prorated increase.

C. Contributions

Minnesota Statutes chapters 353, 353E, 353G, and 356 set the rates for employer and employee contributions. Contribution rates can only be modified by the state Legislature.

1. General Employees Fund Contributions

General Plan members were required to contribute 6.50 percent of their annual covered salary in fiscal year 2025 and the City was required to contribute 7.50 percent for General Plan members. The City's contributions to the General Employees Fund for the year ended December 31, 2025, were $63,769. The City's contributions were equal to the required contributions as set by state statute.

2. Police and Fire Fund Contributions

Police and Fire members were required to contribute 11.80 percent of their annual covered salary in fiscal year 2025 and the City was required to contribute 17.70 percent of pay for plan members in fiscal year 2025. The City's contributions to the Police and Fire Fund for the year ended December 31, 2025, were $92,187. The City's contributions were equal to the required contributions as set by state statute.

D. Pension Costs

1. General Employees Fund Pension Costs

At December 31, 2025, the City reported a liability of $255,291 for its proportionate share of the General Employees Fund's net pension liability. The City's net pension liability reflected a reduction due to the State of Minnesota's contribution of $16 million. The State of Minnesota is considered a non-employer contributing entity and the state's contribution meets the definition of a special funding situation. The State of Minnesota's proportionate share of the net pension liability associated with the City totaled $6,158.

City's proportionate share of the net pension liability	$	255,291
State of Minnesota's proportionate share of the net pension liability associated with the City		6,158
Total	$	261,449

The net pension liability was measured as of June 30, 2025, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City's proportionate share of the net pension liability was based on the City's contributions received by PERA during the measurement period for employer payroll paid dates from July 1, 2024 through June 30, 2025, relative to the total employer contributions received from all of PERA's participating employers. The City's proportionate share was 0.0077 percent at the end of the measurement period and 0.0075 percent for the beginning of the period.

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For the year ended December 31, 2025, the City recognized a reduction of pension expense of $20,163 for its proportionate share of the General Employees Plan's pension expense. In addition, the City recognized an additional $945 as a reduction of pension expense (and grant revenue) for its proportionate share of the State of Minnesota's contribution of $16 million to the General Employees Fund.

At December 31, 2025, the City deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	$ 24,324	$ -
Changes in actuarial assumptions	6,151	58,742
Net collective difference between projected and actual investment earnings	-	101,582
Changes in proportion	6,354	10,012
Contributions paid to PERA subsequent to the measurement date	38,577	-
Total	$ 75,406	$ 170,336

The $38,577 reported as deferred outflows of resources related to pensions resulting from City contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended December 31, 2026. Other amounts reported as deferred outflows and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Years Ended June 30,	Pension Expense Amount
2026	$ (35,817)
2027	(45,207)
2028	(34,337)
2029	(18,146)

1. Police and Fire Fund Pension Costs

At December 31, 2025, the City reported a liability of $406,830 for its proportionate share of the Police and Fire Fund's net pension liability. The net pension liability was measured as of June 30, 2025, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City's proportionate share of the net pension liability was based on the City's contributions received by PERA during the measurement period for employer payroll paid dates from July 1, 2024 through June 30, 2025, relative to the total employer contributions received from all of PERA's participating employers. The City's proportionate share was 0.0343 percent at the end of the measurement period and 0.0397 percent for the beginning of the period.

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The State of Minnesota contributed $18 million to the Police and Fire Fund in the plan fiscal year ended June 30, 2025. The contribution consisted of $9 million in direct state aid that meets the definition of a special funding situation and $9 million in supplemental state aid that does not meet the definition of a special funding situation. The $9 million direct state aid was paid on October 1, 2024. Thereafter, by October 1 of each year, the state will pay $9 million to the Police and Fire Fund until the fund is 110 percent funded for a minimum of three consecutive years (on an actuarial value of assets basis). The $9 million in supplemental state aid will continue until the fund and the State Patrol Plan (administered by the Minnesota State Retirement System) are 100 percent funded for three consecutive years (on an actuarial value of assets basis). The State of Minnesota's proportionate share of the net pension liability associated with the City totaled $14,103.

City's proportionate share of the net pension liability	$ 406,830
State of Minnesota's proportionate share of the net pension liability associated with the City	14,103
Total	$ 420,933

For the year ended December 31, 2025, the City recognized pension expense of $74,191 for its proportionate share of the Police and Fire Plan's pension expense. The City recognized $6,824 as grant revenue and pension expense for its proportionate share of the State of Minnesota's pension expense for the contribution of $9 million to the Police and Fire Fund special funding situation.

The State of Minnesota is not included as a non-employer contributing entity in the Police and Fire Pension Plan pension allocation schedules for the $28.4 million in supplemental state aid because this contribution was not considered to meet the definition of a special funding situation. The City recognized $9,271 for the year ended December 31, 2025, as revenue and an offsetting reduction of net pension liability for its proportionate share of the State of Minnesota's on-behalf contributions to the Police and Fire Fund.

At December 31, 2025, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	$ 187,969	$ -
Changes in actuarial assumptions	308,508	509,741
Net collective difference between projected and actual investment earnings	-	181,574
Changes in proportion	32,203	76,867
Contributions paid to PERA subsequent to the measurement date	62,625	-
Total	$ 591,305	$ 768,182

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The $62,625 reported as deferred outflows of resources related to pensions resulting from City contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended December 31, 2026. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

Years Ended June 30,	Pension Expense Amount
2026	$ 90,868
2027	(107,335)
2028	(209,313)
2029	(25,689)
2030	11,967

E. Long-Term Expected Return on Investment

The State Board of Investment, which manages the investments of PERA, prepares an analysis of the reasonableness on a regular basis of the long-term expected rate of return using a building-block method in which best-estimate ranges of expected future rates of return are developed for each major asset class. These ranges are combined to produce an expected long-term rate of return by weighting the expected future rates of return by the target asset allocation percentages. The target allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocations	Long-Term Expected Real Rate of Return
Domestic equity	33.5%	5.10%
International equity	16.5%	5.30%
Fixed income	25.0%	0.75%
Private markets	25.0%	5.90%
Total	100%	

F. Actuarial Methods and Assumptions

The total pension liability for each of the cost-sharing defined benefit plans was determined by an actuarial valuation as of June 30, 2025, using the entry age normal actuarial cost method. The long-term rate of return on pension plan investments used to determine the total liability is 7%. The 7% assumption is based on a review of inflation and investment return assumptions from a number of national investment consulting firms. The review provided a range of investment return rates considered reasonable by the actuary. An investment return of 7% is within that range.

- Inflation is assumed to be 2.25% for the General Employees Plan and the Police & Fire Plan.
- Benefit increases after retirement are assumed to be 1.50% for the General Employees Plan and 1% for the Police & Fire Plan.

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Salary growth assumptions in the General Employees Plan range in annual increments from 11.5 percent after one year of service to 3.0 percent after 27 years of service. In the Police and Fire Plan, salary growth assumptions range in annual increments from 10.75 percent after one year of service to 3.0 percent after 23 years of service.

Mortality rates for the General Employees Plan are based on the Pub-2010 General Employee Mortality Table. Mortality rates for the Police and Fire Plan are based on the Pub-2010 Public Safety Employee Mortality tables. The tables are adjusted slightly to fit PERA's experience.

Actuarial assumptions for the General Employees Plan are reviewed every four years. The General Employees Plan was last reviewed in 2022. The assumption changes were adopted by the board and became effective with the July 1, 2023, actuarial valuation. The Police & Fire Plan and Correctional Plan were reviewed in 2024. The assumption changes were adopted by the board and became effective with the July 1, 2025 actuarial valuation.

The following changes in actuarial assumptions and plan provisions occurred in 2025:

General Employees Fund
Changes in Actuarial Assumptions:

- The combined service annuity loading factors increased from 15% to 19% for vested terminated members and from 3% to 44% for non-vested, terminated members.
- The assumed post-retirement benefit increase changed from 1.25% to 1.5%.

Changes in Plan Provisions:

- The post-retirement benefit increase formula changed to 100% of the Social Security annual increase, between 1% and 1.75% , beginning January 1, 2026. If the funded ratio (on a market value of assets basis) is less than 85% for the last two consecutive annual valuations or is less than 80% in the most recent actuarial valuation, the maximum is reduced to 1.5%. Previously, the benefit increase was 50% of the Social Security annual increase, between 1% and 1.5%.
- The 1% additional employer contribution is eliminated when the plan reaches 98% funded status (on an actuarial value of assets basis); this contribution was previously scheduled to stop when the plan reached 100% funded status.

Police and Fire Fund
Changes in Plan Provisions:

- Assumed rates of salary increases were reduced slightly.
- Assumed rates of retirement were adjusted, resulting in an overall increase in unreduced (full) retirements and an overall increase in reduced (early) retirements.
- Assumed rates of withdrawal were modified; the new rates will increase predicted terminations, especially in the first few years of employment.
- Assumed rates of disabled retirement were significantly increased, especially for ages over age 30.
- Continued used of Pub-2010 Public Safety Mortality Table with rates adjusted to better fit observed experience.
- Percent married assumption for female retirees lowered from 70% to 65%.
- Minor changes were made to form of payment assumptions for retirees.

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- Minor changes were made to assumptions made with respect to missing participant data.
- The combined service annuity load changed from 33% to 13% for vested, terminated members and from 2% to 38% for non-vested, terminated members

Changes in Plan Provisions:

- The period of time needed for benefit recipients to receive their first benefit increase was reduced by one year (from 36 months to 24 months for a full increase).
- The January 1, 2026 benefit increase changed from 1% to 3%; subsequent January 1 increases will be 1%.
- The threshold to end the $9 million annual state aid contribution changed from the earlier of July 1, 2048 or 90% funded for both PERA Police & Fire and MSRS State Patrol for three consecutive years to 100% funded for both PERA Police & Fire and MSRS State Patrol for three consecutive years (on an actuarial value of assets basis).
- The threshold to end the additional $9 million annual state aid contribution changed from the earlier of July 1, 20248 or 100% funded for a minimum of three consecutive years to 110% funded for a minimum of three consecutive years (on an actuarial value of assets basis).
- An additional $17.7 million in direct state aid will be paid annually each October 1 beginning October 1, 2025 through June 30, 2048.
- Join and survivor actuarial equivalent factors were updated to reflect changes in assumptions.

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G. Discount Rate

The discount rate for the General Employees Plan used to measure the total pension liability in 2025 was 7.0 percent. The projection of cash flows used to determine the discount rate assumed that contributions from plan members and employers will be made at rates set in Minnesota Statutes. Based on these assumptions, the fiduciary net position of the General Employees and Police and Fire Plans were projected to be available to make all projected future benefit payments of current plan members. The long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

H. Pension Liability Sensitivity

The following presents the City's proportionate share of the net pension liability for all plans it participates in, calculated using the discount rate disclosed in the preceding paragraph, as well as what the City's proportionate share of the net pension liability (asset) would be if it were calculated using a discount rate one percentage point lower or one percentage point higher than the current discount rate:

Sensitivity Analysis
Net Pension Liability (Asset) at Different Discount Rates

	General Employees Fund			Police and Fire Fund		
1% Lower	6.00%	$	620,062	6.00%	$	1,065,982
Current Discount Rate	7.00%	$	255,291	7.00%	$	406,830
1% Higher	8.00%	$	(40,620)	8.00%	$	(134,437)

I. Pension Plan Fiduciary Net Position

Detailed information about each pension plan's fiduciary net position is available in a separately issued PERA financial report that includes financial statements and required supplementary information. That report may be obtained on the Internet at www.mnpera.org.

Volunteer Fire Relief Association

Defined Contribution Plan Description

The Dilworth Fire Relief Association, which provides retirement benefits for volunteer fire fighters, is not a component unit of the City. The City receives state aid for retirement benefits, which, in turn, remits to the association. During 2025, the Relief Association is entitled to pension contributions of $56,482 from the City that will be remitted in 2026. These transactions are accounted for in the general fund.

The City remits a state aid payment to the Dilworth Fire Relief Association, a single-employer public employee retirement system that acts as an administrator for the plan.

All volunteer firefighters of the City are members of the Association. Retiring individuals receive a lump sum distribution for each year of service. The minimum retirement age is 50 and members are fully vested after 20 years. These benefit provisions and all other requirements are consistent with enabling state statutes.

The Association issues a publicly available stand-alone financial report which includes six-year trend information, and which can be obtained at City Hall or by calling (218) 287-2313.

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Note 10 - Interfund Receivables, Payables, Transfers, and Capital Contributions

Interfund receivables/payables are used to record accrued obligations between funds. The following interfund receivable/payables existed at December 31, 2025:

Receivable Fund	Amount	Payable fund	Amount
General Fund	$ 945,315	Firehall	$ 700,870
		Nonmajor Governmental Funds	
		2013A (Woodbridge 5th Addition)	113,096
		2020A (Southside Street Project)	46,264
		34th Street Project	34,651
		Community Center	50,434
			$ 945,315

A summary of the City's interfund transfers is as follows:

	Transfer Out					
	General	Nonmajor Governmental Funds	Water	Sewer	Refuse	Total
Transfer in						
General	$ -	$ -	$ 7,500	$ 7,500	$ 5,000	$ 20,000
Nonmajor Governmental Funds	240,828	134,973	-	-	-	375,801
	$ 240,828	$ 134,973	$ 7,500	$ 7,500	$ 5,000	$ 395,801

These transfers were made to support general operations of the general fund and debt service payments.

Note 11 - Litigation

The City generally follows the practice of recording liabilities resulting from claims and legal actions only when they become fixed or determinable in amount. In the ordinary course of its business, the City is party to legal proceedings as a plaintiff or defendant. The financial impact of remaining actions is not determinable at December 31, 2025, but in the opinion of management and legal counsel the ultimate disposition of any or all of these proceedings will not have a material effect on the City's financial position.

Note 12 - Construction Commitments

As of December 31, 2025, the City had construction commitments related to a street improvement project. Costs incurred to date totaled $211,329. Management estimates remaining costs of approximately $139,000, with anticipated completion in 2026.

As of December 31, 2025, the City had construction commitments related to a community center building project. Costs incurred to date totaled $388,352. Management estimates remaining costs of approximately $10,412,000, with anticipated completion in 2027.

Note 13 - Tax Abatements

The Council provides tax abatements through one program, Property Tax Incentives for New Single Family, Condo, and Townhouse Residential Properties. The exemption for certain new single family, condo, and townhouse residential properties, allows for newly constructed homes, excluding land, to possibly be exempt for up to two years from when construction begins.

The following is information relevant to the disclosure of this program for the year ended December 31, 2025:

Tax Abatement Program	
Property Tax Incentives for New Single Family, Condo, and Townhouse Residential Properties	$ 92,595

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Note 14 - Risk Management

The City is exposed to various risks of loss related to torts; theft of damage, and destruction of assets; errors and omissions; injuries to employees; and disasters. The City participates in a group workers' compensation plan with the League of Minnesota Cities Insurance Trust (LMCIT), which is a public entity risk pool currently operating as a common risk management and insurance program for member Minnesota cities. The plan is administered by Berkley Administrators.

The workers' compensation plan is self-sustaining based on the premiums charged, so that total contributions plus compounded earnings on these contributions will equal the amount needed to satisfy claims liabilities and other expenses. The City has entered into a regular premium plan with LMCIT. The City pays its premium annually based on current year budgeted salaries with premium adjustment after annual actual salaries are determined. All charges are distributed to each City department based upon salary and workers' compensation class code. LMCIT is responsible for Workers' Compensation Reinsurance Association premiums and for the general administrative and claim expenses.

The City continues to carry commercial insurance for employee health, standard liability, property, and automotive insurance. Settlements have not exceeded coverage for each of the three fiscal years. There has been no substantial change in coverage from the prior year.

Note 15 - Subsequent Event

Subsequent to year end, the City entered into a direct borrowing agreement in the amount of $525,000 to finance the purchase of a Freightliner Pumper. Monthly principal and interest payments on this direct borrowing agreement will be made from the general fund through 2031.

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Required Supplementary Information
December 31, 2025

City of Dilworth, Minnesota

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Schedule of Changes in the City's Total OPEB Liability and Related Ratios, Last 10 Fiscal Years*

	2025	2024	2023	2022	2021	2020
Service Cost	$ 1,242	$ 1,314	$ 1,533	$ 2,008	$ 2,519	$ 2,149
Interest	33,051	27,036	16,579	15,911	21,097	21,083
Changes of Assumptions	(33,036)	37,646	(134,067)	19,195	71,160	-
Differences between Expected and actual experience	-	197,534	-	25,381	-	-
Benefit Payments	(48,440)	(43,747)	(30,310)	(26,955)	(25,353)	(20,913)
Net Change in Total OPEB Liability	(47,183)	219,783	(146,265)	35,540	69,423	2,319
Total OPEB Liability - Beginning	916,035	696,252	842,517	806,977	737,554	735,235
Total OPEB Liability - Ending	$ 868,852	$ 916,035	$ 696,252	$ 842,517	$ 806,977	$ 737,554
Covered Payroll	$ 1,179,991	$ 1,145,622	$ 875,078	$ 849,590	$ 918,703	$ 891,945
Total Opeb Liability as A Percentage of Covered Payroll	73.63%	79.96%	79.56%	99.17%	87.84%	82.69%

*GASB Statement No. 75 requires ten years of information to be presented in this table. However, until a full 10-year trend is compiled, the City will present information for those years for which information is available.

Notes to the Schedule of Changes in the City's Total OPEB Liability and Related Ratios

Changes in Actuarial Assumptions for the year ending December 31, 2025:

- The discount rate was changed from 3.70% to 4.20%.

Changes in Actuarial Assumptions for the year ending December 31, 2024:

- The health care trend rates were changed to better anticipate short term and long-term medical increases.
- The discount rate was changed from 4.0% to 3.70%.
- The percent elect for pre-65 spouses without subsidy was changed from 0% to 10%.

Changes in Actuarial Assumptions for the year ending December 31, 2023:

- The inflation rate was changed from 2.0% to 2.5%.
- The discount rate was changed from 2.0% to 4.0%.

Changes in Actuarial Assumptions for the year ending December 31, 2022:

- The health care trend rates, mortality tables, salary increase rates, and retirement and withdrawal rates were updated.
- The discount rate was changed from 2.5% to 2.0%.

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Schedule of Employer's Share of Net Pension Liability
Last 10 Fiscal Years

Pension Plan	Measurement Date	Employer's Proportion (Percentage) of the Net Pension Liability	Employer's Proportionate Share (Amount) of the Net Pension Liability (a)	State's Proportionate Share (Amount) of the Net Pension Liability Associated With City (b)	Total (c) (a+b)	Employer's Covered Payroll (d)	Employer's Proportionate Share of the Net Pension Liability as a Percentage of its Covered Payroll (a/d)	Plan Fiduciary Net Position as a Percentage of the Total Pension Liability
General Employees	6/30/2025	0.0077%	$ 255,291	$ 6,158	$ 261,449	$ 661,886	38.6%	90.8%
General Employees	6/30/2024	0.0077%	283,088	7,320	290,408	617,419	45.9%	89.1%
General Employees	6/30/2023	0.0075%	419,392	11,551	430,943	562,047	74.6%	83.1%
General Employees	6/30/2022	0.0082%	649,443	18,949	668,392	577,460	112.5%	76.7%
General Employees	6/30/2021	0.0084%	358,718	11,010	369,728	567,954	63.2%	87.0%
General Employees	6/30/2020	0.0077%	461,650	14,168	475,818	515,790	89.5%	79.1%
General Employees	6/30/2019	0.0080%	442,302	13,666	455,968	521,900	84.7%	80.2%
General Employees	6/30/2018	0.0076%	421,617	13,919	435,536	478,710	88.1%	79.5%
General Employees	6/30/2017	0.0080%	510,715	6,454	517,169	492,559	103.7%	75.9%
General Employees	6/30/2016	0.0085%	690,158	9,002	699,160	490,765	140.6%	68.9%
Police and Fire	6/30/2025	0.0347%	$ 406,830	$ 14,103	$ 420,933	$ 496,495	81.9%	91.8%
Police and Fire	6/30/2024	0.0343%	450,785	17,184	467,969	444,700	101.4%	90.2%
Police and Fire	6/30/2023	0.0397%	685,564	27,616	713,180	486,056	141.0%	86.5%
Police and Fire	6/30/2022	0.0380%	1,649,258	72,129	1,721,387	427,252	386.0%	70.5%
Police and Fire	6/30/2021	0.0400%	314,933	14,147	329,080	447,248	70.4%	93.7%
Police and Fire	6/30/2020	0.0360%	478,473	11,255	489,728	411,646	116.2%	87.2%
Police and Fire	6/30/2019	0.0440%	466,295	N/A	466,295	443,002	105.3%	89.3%
Police and Fire	6/30/2018	0.0440%	465,797	N/A	465,797	426,799	109.1%	88.8%
Police and Fire	6/30/2017	0.0410%	553,549	N/A	553,549	387,161	143.0%	85.4%
Police and Fire	6/30/2016	0.0410%	1,645,401	N/A	1,645,401	361,301	455.4%	63.9%

Schedule of Employer's Contributions
Last 10 Fiscal Years

Pension Plan	Fiscal Year Ending	Statutorily Required Contribution (a)	Contributions in Relation to the Statutorily Required Contribution (b)	Contribution Deficiency (Excess) (a-b)	Covered Payroll (c)	Contributions as a Percentage of Covered Payroll (b/c)
General Employees	12/31/2025	$ 71,029	$ 71,029	$ -	$ 948,356	7.5%
General Employees	12/31/2024	63,769	63,769	-	850,253	7.5%
General Employees	12/31/2023	59,530	59,530	-	793,733	7.5%
General Employees	12/31/2022	45,946	45,946	-	612,613	7.5%
General Employees	12/31/2021	45,482	45,482	-	606,427	7.5%
General Employees	12/31/2020	50,524	50,524	-	673,647	7.5%
General Employees	12/31/2019	49,665	49,665	-	662,210	7.5%
General Employees	12/31/2018	39,045	39,045	-	521,030	7.5%
General Employees	12/31/2017	39,549	39,549	-	525,315	7.5%
General Employees	12/31/2016	39,014	39,014	-	518,464	7.5%
Police and Fire	12/31/2025	$ 109,489	$ 109,489	$ -	$ 618,584	17.7%
Police and Fire	12/31/2024	92,187	92,187	-	520,831	17.7%
Police and Fire	12/31/2023	93,326	93,326	-	527,266	17.7%
Police and Fire	12/31/2022	81,519	81,519	-	460,559	17.7%
Police and Fire	12/31/2021	85,372	85,372	-	482,328	17.7%
Police and Fire	12/31/2020	81,427	81,427	-	460,038	17.7%
Police and Fire	12/31/2019	71,953	71,953	-	423,807	17.0%
Police and Fire	12/31/2018	74,376	74,376	-	458,651	16.2%
Police and Fire	12/31/2017	73,629	73,629	-	453,175	16.2%
Police and Fire	12/31/2016	62,947	62,947	-	389,737	16.2%

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General Employees Fund

2025 Changes

Changes in Actuarial Assumptions

- The combined service annuity loading factors increased from 15% to 19% for vested terminated members and from 3% to 44% for non-vested, terminated members.
- The assumed post-retirement benefit increase changed from 1.25% to 1.5%.Changes in Plan Provisions
- The workers' compensation offset for disability benefits was eliminated. The actuarial equivalent factors updated to reflect the changes in assumptions.

Changes in Plan Provisions

- The post-retirement benefit increase formula changed to 100% of the Social Security annual increase, between 1% and 1.75%, beginning January 1, 2026. If the funded ratio (on a market value of assets basis) is less than 85% for the last two consecutive annual valuations or is less than 80% in the most recent actuarial valuation, the maximum is reduced to 1.5%. Previously, the benefit increase was 50% of the Social Security annual increase, between 1% and 1.5%.
- The 1% additional employer contribution is eliminated when the plan reaches 98% funded status (on an actuarial value of assets basis); this contribution was previously scheduled to stop when the plan reached 100% funded status.

2024 Changes

Changes in Actuarial Assumptions

- Rates of merit and seniority were adjusted, resulting in slightly higher rates.
- Assumed rates of retirement were adjusted as follows: increase the rate of assumed unreduced retirements, slight adjustments to Rule of 90 retirement rates, and slight adjustments to early retirement rates for Tier 1 and Tier 2 members.
- Minor increase in assumed withdrawals for males and females.
- Lower rates of disability.
- Continued use of Pub-2010 general mortality table with slight rate adjustments as recommended in the most recent experience study.
- Minor changes to form of payment assumptions for male and female retirees.
- Minor changes to assumptions made with respect to missing participant data.

Changes in Plan Provisions

- The workers' compensation offset for disability benefits was eliminated. The actuarial equivalent factors updated to reflect the changes in assumptions.

2023 Changes

Changes in Actuarial Assumptions

- The investment return assumption and single discount rate were changed from 6.5 percent to 7.0 percent.

Changes in Plan Provisions

- An additional one-time direct state aid contribution of $170.1 million will be contributed to the Plan on October 1, 2023.
- The vesting period of those hired after June 30, 2010, was changed from five years of allowable service to three years of allowable service.

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- The benefit increase delay for early retirements on or after January 1, 2024, was eliminated.
- A one-time, non-compounding benefit increase of 2.5 percent minus the actual 2024 adjustment will be payable in a lump sum for calendar year 2024 by March 31, 2024.

2022 Changes

Changes in Actuarial Assumptions

- The mortality improvement scale was changed from Scale MP-2020 to Scale MP-2021.

Changes in Plan Provisions

- There were no changes to plan provisions since the previous valuation.

2021 Changes

Changes in Actuarial Assumptions

- The investment return and single discount rates were changed from 7.50 percent to 6.50 percent, for financial reporting purposes.
- The mortality improvement scale was changed from Scale MP-2019 to Scale MP-2020.

Changes in Plan Provisions

- There were no changes to plan provisions since the previous valuation.

2020 Changes

Changes in Actuarial Assumptions

- The price inflation assumption was decreased from 2.50% to 2.25%.
- The payroll growth assumption was decreased from 3.25% to 3.00%.
- Assumed salary increase rates were changed as recommended in the June 30, 2019 experience study. The net effect is assumed rates that average 0.25% less than previous rates.
- Assumed rates of retirement were changed as recommended in the June 30, 2019 experience study. The changes result in more unreduced (normal) retirements and slightly fewer Rule of 90 and early retirements.
- Assumed rates of termination were changed as recommended in the June 30, 2019 experience study. The new rates are based on service and are generally lower than the previous rates for years 2-5 and slightly higher thereafter.
- Assumed rates of disability were changed as recommended in the June 30, 2019 experience study. The change results in fewer predicted disability retirements for males and females.
- The base mortality table for healthy annuitants and employees was changed from the RP-2014 table to the Pub-2010 General Mortality table, with adjustments. The base mortality table for disabled annuitants was changed from the RP-2014 disabled annuitant mortality table to the PUB-2010 General/Teacher disabled annuitant mortality table, with adjustments.
- The mortality improvement scale was changed from Scale MP-2018 to Scale MP-2019.
- The assumed spouse age difference was changed from two years older for females to one year older.
- The assumed number of married male new retirees electing the 100% Joint & Survivor option changed from 35% to 45%. The assumed number of married female new retirees electing the 100% Joint & Survivor option changed from 15% to 30%. The corresponding number of married new retirees electing the Life annuity option was adjusted accordingly.

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Changes in Plan Provisions

- Augmentation for current privatized members was reduced to 2.0% for the period July 1, 2020 through December 31, 2023 and 0.0% after. Augmentation was eliminated for privatizations occurring after June 30, 2020.

2019 Changes

Changes in Actuarial Assumptions

- The morality projection scale was changed from MP-2017 to MP-2018.

Changes in Plan Provisions

- The employer supplemental contribution was changed prospectively, decreasing from $31.0 million to $21.0 million per year. The State's special funding contribution was changed prospectively, requiring $16.0 million due per year through 2031.

2018 Changes

Changes in Actuarial Assumptions

- The morality projection scale was changed from MP-2015 to MP-2017.
- The assumed benefit increase was changed from 1.00 percent per year through 2044 and 2.50 percent per year thereafter to 1.25 percent per year.

Changes in Plan Provisions

- The augmentation adjustment in early retirement factors is eliminated over a five-year period starting July 1, 2019, resulting in actuarial equivalence after June 30, 2024.
- Interest credited on member contributions decreased from 4.00 percent to 3.00 percent, beginning July 1, 2018.
- Deferred augmentation was changed to 0.00 percent, effective January 1, 2019. Augmentation that has already accrued for deferred members will still apply.
- Contribution stabilizer provisions were repealed.
- Postretirement benefit increases were changed from 1.00 percent per year with a provision to increase to 2.50 percent upon attainment of 90.00 percent funding ratio to 50.00 percent of the Social Security Cost of Living Adjustment, not less than 1.00 percent and not more than 1.50 percent, beginning January 1, 2019.
- For retirements on or after January 1, 2024, the first benefit increase is delayed until the retiree reaches normal retirement age; does not apply to Rule of 90 retirees, disability benefit recipients, or survivors.
- Actuarial equivalent factors were updated to reflect revised mortality and interest assumptions.

2017 Changes

Changes in Actuarial Assumptions

- The combined service annuity (CSA) loads were changed from 0.80 percent for active members and 60.00 percent for vested and non-vested deferred members. The revised CSA load are now 0.00 percent for active member liability, 15.00 percent for vested deferred member liability, and 3.00 percent for non-vested deferred member liability.
- The assumed postretirement benefit increase rate was changed for 1.00 percent per year for all years to 1.00 percent per year through 2044 and 2.50 percent per year thereafter.

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Changes in Plan Provisions

- The State's contribution for the Minneapolis Employees Retirement Fund equals $16,000,000 in 2017 and 2018, and $6,000,000 thereafter.
- The Employer Supplemental Contribution for the Minneapolis Employees Retirement Fund changed from $21,000,000 to $31,000,000 in calendar years 2019 to 2031. The state's contribution changed from $16,000,000 to $6,000,000 in calendar years 2019 to 2031.

2016 Changes

Changes in Actuarial Assumptions

- The assumed postretirement benefit increase rate was changed from 1.00 percent per year through 2035 and 2.50 percent per year thereafter to 1.00 percent per year for all years.
- The assumed investment return was changed from 7.90 percent to 7.50 percent. The single discount rate changed from 7.90 percent to 7.50 percent.
- Other assumptions were changed pursuant to the experience study June 30, 2015. The assumed future salary increases, payroll growth, and inflation were decreased by 0.25 percent to 3.25 percent for payroll growth and 2.50 percent for inflation.

Changes in Plan Provisions

- There have been no changes since the prior valuation.

Police and Fire Fund

2025 Changes

Changes in Actuarial Assumptions

- Assumed rates of salary increases were reduced slightly.
- Assumed rates of retirement were adjusted, resulting in an overall increase in unreduced (full) retirements and an overall increase in reduced (early) retirements.
- Assumed rates of withdrawal were modified; the new rates will increase predicted terminations, especially in the first few years of employment.
- Assumed rates of disabled retirement were significantly increased, especially for ages over age 30.
- Continued used of Pub-2010 Public Safety Mortality Table with rates adjusted to better fit observed experience.
- Percent married assumption for female retirees lowered from 70% to 65%.
- Minor changes were made to form of payment assumptions for retirees.
- Minor changes were made to assumptions made with respect to missing participant data.
- The combined service annuity load changed from 33% to 13% for vested, terminated members and from 2% to 38% for non-vested, terminated members.

Changes in Plan Provisions

- The period of time needed for benefit recipients to receive their first benefit increase was reduced by one year (from 36 months to 24 months for a full increase).
- The January 1, 2026 benefit increase changed from 1% to 3%; subsequent January 1 increases will be 1%.
- The threshold to end the $9 million annual state aid contribution changed from the earlier of July 1, 2048 or 90% funded for both PERA Police & Fire and MSRS State Patrol for three consecutive years to 100% funded for both PERA Police & Fire and MSRS State Patrol for three consecutive years (on an actuarial value of assets basis).

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- The threshold to end the additional $9 million annual state aid contribution changed from the earlier of July 1, 20248 or 100% funded for a minimum of three consecutive years to 110% funded for a minimum of three consecutive years (on an actuarial value of assets basis).
- An additional $17.7 million in direct state aid will be paid annually each October 1 beginning October 1, 2025 through June 30, 2048.
- Join and survivor actuarial equivalent factors were updated to reflect changes in assumptions.

2024 Changes

Changes in Plan Provisions

- The State contribution of $9.0 million per year will continue until the earlier of 1) both the Police & Fire Plan and the State Patrol Retirement Fund attain 90 percent funded status for three consecutive years (on an actuarial value of assets basis) or 2) July 1, 2048. The contribution was previously due to expire after attaining a 90 percent funded status for one year.
- The additional $9.0 million contribution will continue until the Police & Fire Plan is fully funded for a minimum of three consecutive years on an actuarial value of assets basis, or July 1, 2048, whichever is earlier. This contribution was previously due to expire upon attainment of fully funded status on an actuarial value of assets basis for one year (or July 1, 2048 if earlier).

2023 Changes

Changes in Actuarial Assumptions

- The investment return assumption was changed from 6.5 percent to 7.0 percent.
- The single discount rate changed from 5.4% to 7.0%.

Changes in Plan Provisions

- Additional one-time direct state aid contribution of 19.4 million will be contributed to the Plan on October 1, 2023.
- Vesting requirement for new hires after June 30, 2014, was changed from a graded 20-year vesting schedule to a graded 10-year vesting schedule, with 50 percent vesting after five years, increasing incrementally to 100% after 10 years.
- A one-time, non-compounding benefit increase of 3.0 percent will be payable in a lump sum for calendar year 2024 by March 31, 2024.
- Psychological treatment is required effective July 1, 2023, prior to approval for a duty disability benefit for a psychological condition relating to the member's occupation.
- The total and permanent duty disability benefit was increased, effective July 1, 2023.

2022 Changes

Changes in Actuarial Assumptions

- The mortality improvement scale was changed from Scale MP-2020 to Scale MP-2021.
- The single discount rate changed from 6.5% to 5.4%.

Changes in Plan Provisions

- There were no changes in plan provisions since the previous valuation.

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2021 Changes

Changes in Actuarial Assumptions

- The investment return and single discount rates were changed from 7.50 percent to 6.50 percent, for financial reporting purposes.
- The inflation assumption was changed from 2.50 percent to 2.25 percent.
- The payroll growth assumption was changed from 3.25 percent to 3.00 percent.
- The base mortality table for healthy annuitants and employees was changed from the RP-2014 table to the Pub-2010 Public Safety Mortality table. The mortality improvement scale was changed from MP-2019 to MN-2020.
- The base mortality table for disabled annuitants was changed from the RP-2014 healthy annuitant mortality table (with future mortality improvement according to Scale MP-2019) to the Pub-2010 Public Safety disabled annuitant mortality table (with future mortality improvement according to Scale MP-2020).
- Assumed rates of salary increase were modified as recommended in the July 14, 2020 experience study. The overall impact is a decrease in gross salary increase rates.
- Assumed rates of retirement were changed as recommended in the July 14, 2020 experience study. The changes result in slightly more unreduced retirements and fewer assumed early retirements.
- Assumed rates of withdrawal were changed from select and ultimate rates to service-based rates. The changes result in more assumed terminations.
- Assumed rates of disability were increased for ages 25-44 and decreased for ages over 49. Overall, proposed rates result in more projected disabilities.
- Assumed percent married for active female members was changed from 60 percent to 70 percent. Minor changes to form of payment assumptions were applied.

Changes in Plan Provisions

- There were no changes in plan provisions since the previous valuation.

2020 Changes

Changes in Actuarial Assumptions

- The morality projection scale was changed from MP-2018 to MP-2019.

Changes in Plan Provisions

- There have been no changes since the prior valuation.

2019 Changes

Changes in Actuarial Assumptions

- The morality projection scale was changed from MP-2017 to MP-2018.

Changes in Plan Provisions

There have been no changes since the prior valuation.

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2018 Changes

Changes in Actuarial Assumptions

- The morality projection scale was changed from MP-2016 to MP-2017.

Changes in Plan Provisions

- Postretirement benefit increases were changed to 1.00 percent for all years, with no trigger.
- An end date of July 1, 2048 was added to the existing $9.0 million state contribution.
- New annual state aid will equal $4.5 million in fiscal years 2019 and 2020, and $9.0 million thereafter until the plan reaches 100 percent funding, or July 1, 2048, if earlier.
- Member contributions were changed from 10.80 percent to 11.30 percent of pay, effective January 1, 2019 and 11.80 percent of pay, effective January 1, 2020.
- Employer contributions were changed from 16.20 percent to 16.95 percent of pay, effective January 1, 2019 and 17.70 percent of pay, effective January 1, 2020.
- Interest credited on member contributions decreased from 4.00 percent to 3.00 percent, beginning July 1, 2018.
- Deferred augmentation was changed to 0.00 percent, effective January 1, 2019. Augmentation that has already accrued for deferred members will still apply.
- Actuarial equivalent factors were updated to reflect revised mortality and interest assumptions.

2017 Changes

Changes in Actuarial Assumptions

- Assumed salary increases were changed as recommended in the June 30, 2016 experience study. The net effect is proposed rates that average 0.34 percent lower than the previous rates.
- Assumed rates of retirement were changed, resulting in fewer retirements.
- The combined service annuity (CSA) load was 30.00 percent for vested and non-vested, deferred members. The CSA has been changed to 33.00 percent for vested members and 2.00 percent for non-vested members.
- The base mortality table for healthy annuitants was changed from the RP-2000 fully generational table to the RP-2014 fully generational table (with a base year of 2006), with male rates adjusted by a factor of 0.96. The mortality improvement scale was changed from Scale AA to Scale MP-2016. The base mortality table for disabled annuitants was changed from the RP-2000 disabled mortality table to the mortality tables assumed for healthy retirees.
- Assumed termination rates were decreased to 3.00 percent for the first three years of service. Rates beyond the select period of three years were adjusted, resulting in more expected terminations overall.
- Assumed percentage of married female members was decreased from 65.00 percent to 60.00 percent.
- Assumed age difference was changed from separate assumptions for male members (wives assumed to be three years younger) and female members (husbands assumed to be four years older) to the assumption that males are two years older than females.
- The assumed percentage of female members electing joint and survivor annuities was increased.
- The assumed postretirement benefit increase rate was changed from 1.00 percent for all years to 1.00 percent per year through 2064 and 2.50 percent thereafter.
- The single discount rate was changed from 5.60 percent per annum to 7.50 percent per annum.

Changes in Plan Provisions

- There have been no changes since the prior valuation.

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2016 Changes

Changes in Actuarial Assumptions

- The assumed postretirement benefit increase rate was changed from 1.00 percent per year through 2037 and 2.50 percent per year thereafter to 1.00 percent per year for all future years.
- The assumed investment return was changed from 7.90 percent to 7.50 percent.
- The single discount rate changed from 7.90 percent to 5.60 percent.
- The assumed future salary increases, payroll growth, and inflation were decreased by 0.25 percent to 3.25 percent for payroll growth and 2.50 percent for inflation.

Changes in Plan Provisions

- There have been no changes since the prior valuation.

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Combining and Individual Fund Schedules
December 31, 2025

City of Dilworth, Minnesota

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	Original Budget	Final Budget	Actual	Variance With Final Budget
General Property Taxes	$ 1,748,687	$ 1,748,687	$ 1,415,730	$ (332,957)
Sales Taxes	-	-	326,367	326,367
Franchise Fees	125,000	125,000	125,488	488
Special Assessments	20,404	20,404	10,332	(10,072)
Licenses and Permits				
Building	51,000	51,000	60,799	9,799
Other	27,000	27,000	31,593	4,593
Total licenses and permits	78,000	78,000	92,392	14,392
Intergovernmental Revenue				
Local government aid	904,280	904,280	904,280	-
Grants	-	81,725	227,047	145,322
Other state aid	189,964	189,964	612,313	422,349
Other credits	5,000	5,000	6,961	1,961
County - streets	50,091	50,091	42,030	(8,061)
Total intergovernmental revenue	1,149,335	1,231,060	1,792,631	561,571
Charges for Services				
Storm water fee	134,000	134,000	153,755	19,755
Parks	22,000	22,000	29,062	7,062
Fire department	47,666	47,666	52,446	4,780
Total charges for service	203,666	203,666	235,263	31,597
Fines and Forfeitures	42,400	42,400	34,125	(8,275)
Investment Income	96,016	96,016	193,795	97,779
Miscellaneous Revenue				
Other	32,006	32,006	205,614	173,608
Refunds and reimbursements	32,000	32,000	26,642	(5,358)
Total miscellaneous revenue	64,006	64,006	232,256	168,250
Total revenues	$ 3,527,514	$ 3,609,239	$ 4,458,379	$ 849,140

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	Original Budget	Final Budget	Actual	Variance With Final Budget
General Government				
City Council				
Personnel services	$ 43,060	$ 43,060	$ 35,039	$ 8,021
Other services and charges	25,980	25,980	36,928	(10,948)
	69,040	69,040	71,967	(2,927)
City Administration				
Personnel services	216,093	216,093	220,812	(4,719)
Supplies	47,554	47,554	43,724	3,830
Contract services	3,100	3,100	1,875	1,225
Other services and charges	228,577	228,577	416,539	(187,962)
PERA Expense	169,000	169,000	168,670	330
	664,324	664,324	851,620	(187,296)
Legal and Audit				
Personnel services	74,000	74,000	75,992	(1,992)
Elections				
Salaries	4,000	4,000	837	3,163
Planning and Zoning				
Contract services	36,601	36,601	24,366	12,235
Other services and charges	28,975	28,975	43,920	(14,945)
	65,576	65,576	68,286	(2,710)
Total general government	876,940	876,940	1,068,702	(191,762)
Transit Ride Service	34,000	34,000	13,630	20,370
Public Safety				
Personnel services	959,344	959,344	954,642	4,702
Supplies	43,500	43,500	82,770	(39,270)
Other services and charges	272,763	272,763	318,105	(45,342)
Total public safety	1,275,607	1,275,607	1,355,517	(79,910)
Fire Department				
Public safety	141,143	141,143	183,004	(41,861)

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	Original Budget	Final Budget	Actual	Variance With Final Budget
Highways and Streets				
Personnel services	301,477	301,477	278,722	22,755
Supplies	32,554	32,554	28,022	4,532
Other services and charges	429,421	429,421	313,894	115,527
Total highways and streets	763,452	763,452	620,638	142,814
Health and Welfare				
Administration				
Other services and charges	3,100	3,100	4,266	(1,166)
Culture and Recreation				
Community center				
Supplies	-	-	59	(59)
Other services and charges	-	-	5,224	(5,224)
Total culture and recreation	-	-	5,283	(5,283)
Park				
Culture and recreation	148,618	148,618	158,781	(10,163)
Capital Outlay				
City administration	1,000	1,000	(97)	1,097
Public safety	33,125	33,125	97,029	(63,904)
Highways and streets	20,000	20,000	469,112	(449,112)
Parks	55,000	55,000	113,769	(58,769)
Fire department	105,000	105,000	45,643	59,357
Total capital outlay	214,125	214,125	725,456	(511,331)
Debt Service				
Principal	70,000	70,000	82,325	(12,325)
Interest	-	-	1,080	(1,080)
Total debt service	70,000	70,000	83,405	(13,405)
Total expenditures	$ 3,526,985	$ 3,526,985	$ 4,218,682	$ (691,697)

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City of Dilworth, Minnesota
Nonmajor Governmental Funds
Combining Balance Sheet
December 31, 2025

	Debt Service						
	Southside Improvements	Fire Hall Debt Service	Refunding Bonds 2015A	2008 Street Rehab	2004B Oak View (First Addition)	2011A Refunding Bonds	2012A (Street Repairs/ Orchard Est)
Assets							
Cash and cash equivalents	$ 27,049	$ 348,756	$ 1,549,706	$ 120,222	$ 40,880	$ 373,004	$ 108,544
Investments	10,556	-	523,711	48,676	16,421	206,435	43,398
Receivables							
Special assessments	-	-	74,918	-	28,649	46,745	-
Due from other governmental units	-	1,813	33	-	-	51	-
Total assets	$ 37,605	$ 350,569	$ 2,148,368	$ 168,898	$ 85,950	$ 626,235	$ 151,942
Liabilities							
Accounts payable	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Due to other funds	-	-	-	-	-	-	-
						-	
Total liabilities	-	-	-	-	-		-
Deferred Inflows of Resources							
Unavailable revenue-special assessments	-	-	74,918	-	28,649	46,745	-
Fund Balance							
Restricted for:							
Debt service	37,605	350,569	2,073,450	168,898	57,301	579,490	151,942
TIF repayments	-	-	-	-	-	-	-
Unassigned							
Debt service	-	-	-	-	-	-	-
Capital project funds	-	-	-	-	-	-	-
Total fund balance	37,605	350,569	2,073,450	168,898	57,301	579,490	151,942
Total deferred inflows of resources and fund balances	$ 37,605	$ 350,569	$ 2,148,368	$ 168,898	$ 85,950	$ 626,235	$ 151,942

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	Debt Service						
	2013A (Woodbridge 5th Addition)	Refunding Bonds 2015B	2016A (1st Ave Reconstruction/ Seal Coat)	2020A (Southside Street Project)	2022A (7th Street Project)	Capitalized Interest Fund	Total Debt Service
Assets							
Cash and cash equivalents	$ -	$ 380,623	$ 284,105	$ -	$ 449	$ -	$ 3,233,338
Investments	-	238,103	99,112	-	-	-	1,186,412
Receivables							
Special assessments	110,414	744,777	68,579	60,709	-	-	1,134,791
Due from other governmental units	-	-	1,153	402	-	-	3,452
Total assets	$ 110,414	$ 1,363,503	$ 452,949	$ 61,111	$ 449	$ -	$ 5,557,993
Liabilities							
Accounts payable	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Due to other funds	113,096	-	-	46,264	-	-	159,360
Total liabilities	113,096	-	-	46,264	-	-	159,360
Deferred Inflows of Resources							
Unavailable revenue-special assessments	110,414	744,777	68,579	60,709	-	-	1,134,791
Fund Balance							
Restricted for:							
Debt service	-	618,726	384,370	-	449	-	4,422,800
TIF repayments	-	-	-	-	-	-	-
Unassigned							
Debt service	(113,096)	-	-	(45,862)	-	-	(158,958)
Capital project funds	-	-	-	-	-		-
Total fund balance	(113,096)	618,726	384,370	(45,862)	449	-	4,263,842
Total deferred inflows of resources and fund balances	$ 110,414	$ 1,363,503	$ 452,949	$ 61,111	$ 449	$ -	$ 5,557,993

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	Special Revenue	Capital Projects			
	TIF District 1-4	34th Street Project	Community Center	Total Capital Projects	Total Nonmajor Governmental Total
Assets					
Cash and cash equivalents	$ -	$ -	$ -	$ -	$ 3,233,338
Investments	9,555	-	-	-	1,195,967
Receivables					
Special assessments	-	-	-	-	1,134,791
Due from other governmental units	-	-	-	-	3,452
Total assets	$ 9,555	$ -	$ -	$ -	$ 5,567,548
Liabilities					
Accounts payable	$ -	$ 176,793	$ 97,258	$ 274,051	$ 274,051
Due to other funds	-	34,651	50,434	85,085	244,445
Total liabilities	-	211,444	147,692	359,136	518,496
Deferred Inflows of Resources					
Unavailable revenue-special assessments	-	-	-	-	1,134,791
Fund Balance					
Restricted for:					
Debt service	-	-	-	-	4,422,800
TIF repayments	9,555	-	-	-	9,555
Unassigned					
Debt service	-	-	-	-	(158,958)
Capital project funds	-	(211,444)	(147,692)	(359,136)	(359,136)
Total fund balance	9,555	(211,444)	(147,692)	(359,136)	3,914,261
Total liabilities, deferred inflows of resources, and fund balances	$ 9,555	$ -	$ -	$ -	$ 5,567,548

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	Debt Service						
	Southside Improvements	Fire Hall Debt Service	Refunding Bonds 2015A	2008 Street Rehab	2004B Oak View (First Addition)	2011A Refunding Bonds	2012A (Street Repairs/ Orchard Est)
Revenues							
General property taxes	$ -	$ 280,979	$ -	$ -	$ -	$ -	$ -
Special assessments	-	-	3,379	-	-	873	-
Intergovernmental	-	61,499	-	-	-	-	-
Investment income	1,324	12,274	65,926	5,944	2,017	25,371	5,346
Miscellaneous revenue	-	-	2	-	-	-	-
Total revenues	1,324	354,752	69,307	5,944	2,017	26,244	5,346
Expenditures							
Current							
General government	-	396	396	-	-	396	-
Miscellaneous	-	-	-	-	-	-	-
Capital outlay	-	-		-	-	-	-
Debt service						-	
Principal	-	-	-	-	-	-	-
Interest, fees, and fiscal charges	-	230,798	-	-	-	239	-
Total expenditures	-	231,194	396	-	-	635	-
Excess (deficiency) of revenues over (under) expenditures	1,324	123,558	68,911	5,944	2,017	25,609	5,346
Other financing sources (uses)							
Transfers from other funds	-	134,973	-	-	-	-	-
Transfers to other funds	-	-	-	-	-	-	-
Total other financing sources (uses)	-	134,973	-	-	-	-	-
Net Change in Fund Balances	1,324	258,531	68,911	5,944	2,017	25,609	5,346
Fund Balances (Deficits), Beginning, of year	36,281	92,038	2,004,539	162,954	55,284	553,881	146,596
Fund Balances (Deficits), End of Year	$ 37,605	$ 350,569	$ 2,073,450	$ 168,898	$ 57,301	$ 579,490	$ 151,942

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	Debt Service						
	2013A (Woodbridge 5th Addition)	Refunding Bonds 2015B	2016A (1st Ave Reconstruction/ Seal Coat)	2020A (Southside Street Project)	2022A (7th Street Project)	Capitalized Interest Fund	Total Debt Service
Revenues							
General property taxes	$ -	$ -	$ 178,720	$ 62,332	$ -	$ -	$ 522,031
Special assessments	32,372	119,566	11,265	5,522	-	-	172,977
Intergovernmental	-	-	39,117	13,643	-	-	114,259
Investment income	291	21,873	13,487	(153)	844	-	154,544
Miscellaneous revenue	-	-	-	153	-	-	155
Total revenues	32,663	141,439	242,589	81,497	844	-	963,966
Expenditures							
Current							
General government	394	396	394	548	395	-	3,315
Miscellaneous	375	-	-	-	-	-	375
Capital outlay	-	-	-	-	-	-	-
Debt service							
Principal	-	210,000	205,000	120,000	-	-	535,000
Interest, fees, and fiscal charges	375	18,825	12,010	20,128	-	-	282,375
Total expenditures	1,144	229,221	217,404	140,676	395	-	821,065
Excess (deficiency) of revenues over (under) expenditures	31,519	(87,782)	25,185	(59,179)	449	-	142,901
Other financing sources (uses)							
Transfers from other funds	-	-	-	-	-	-	134,973
Transfers to other funds	-	-	-	-	-	(134,973)	(134,973)
Total other financing sources (uses)	-	-	-	-	-	(134,973)	-
Net Change in Fund Balances	31,519	(87,782)	25,185	(59,179)	449	(134,973)	142,901
Fund Balances (Deficits), Beginning, of year	(144,615)	706,508	359,185	13,317	-	134,973	4,120,941
Fund Balances (Deficits), End of Year	$ (113,096)	$ 618,726	$ 384,370	$ (45,862)	$ 449	$ -	$ 4,263,842

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	Special Revenue	Capital Projects			
	TIF District 1-4	34th Street Project	Community Center	Total Capital Projects	Total Nonmajor Governmental Total
Revenues					
General property taxes	$ -	$ -	$ -	$ -	$ 522,031
Special assessments	-	-	-	-	172,977
Intergovernmental	-	-	-	-	114,259
Investment income	284	-	-	-	154,828
Miscellaneous revenue	52	-	-	-	207
Total revenues	336	-	-	-	964,302
Expenditures					
Current					
General government	-	-	-	-	3,315
Miscellaneous	-	12,101	-	12,101	12,476
Capital outlay	-	190,789	388,352	579,141	579,141
Debt service					
Principal	-	-	-	-	535,000
Interest, fees, and fiscal charges	-	115	168	283	282,658
Total expenditures	-	203,005	388,520	591,525	1,412,590
Excess (deficiency) of revenues over (under) expenditures	336	(203,005)	(388,520)	(591,525)	(448,288)
Other financing sources (uses)					
Transfers from other funds	-	-	240,828	240,828	375,801
Transfers to other funds	-	-	-	-	(134,973)
Total other financing sources (uses)	-	-	240,828	240,828	240,828
Net Change in Fund Balances	336	(203,005)	(147,692)	(350,697)	(207,460)
Fund Balances (Deficits), Beginning, of year	9,219	(8,439)	-	(8,439)	4,121,721
Fund Balances (Deficits), End of Year	$ 9,555	$ (211,444)	$ (147,692)	$ (359,136)	$ 3,914,261

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City of Dilworth, Minnesota

General Fund, by Department

Combining Schedules of Revenues, Expenditures, and Changes in Fund Balances

Year Ended December 31, 2025

	General Operations Department	Park Department	Fire Department	General Improvements Department	Transit Ride Service Department	General Fund Total
Revenues						
General property taxes	$ 1,251,841	$ -	$ 163,889	$ -	$ -	$ 1,415,730
Sales taxes	326,367	-	-	-	-	326,367
Franchise fees	125,488	-	-	-	-	125,488
Special assessments	10,332	-	-	-	-	10,332
Licenses and permits	92,392	-	-	-	-	92,392
Intergovernmental	1,750,462	-	42,169	-	-	1,792,631
Charges for service	155,287	29,062	50,914	-	-	235,263
Fines and forfeitures	34,125	-	-	-	-	34,125
Investment income (loss)	163,542	9,055	14,554	1,106	5,538	193,795
Contributions and other	84,715	24,291	123,250	-	-	232,256
Total revenues	3,994,551	62,408	394,776	1,106	5,538	4,458,379
Expenditures						
Current						
General government	1,068,702	-	-	-	13,630	1,082,332
Public safety	1,355,517	-	183,004	-	-	1,538,521
Highways and streets	620,638	-	-	-	-	620,638
Health and welfare	4,266	-	-	-	-	4,266
Culture and recreation	5,283	158,781	-	-	-	164,064
Capital outlay	566,044	113,769	45,643	-	-	725,456
Debt service						
Principal	82,325	-	-	-	-	82,325
Interest, fees, and fiscal charges	1,080	-	-	-	-	1,080
Total expenditures	3,703,855	272,550	228,647	-	13,630	4,218,682
Excess (deficiency) of revenues over (under) expenditures	290,696	(210,142)	166,129	1,106	(8,092)	239,697
Other financing sources (uses)						
Intrafund transfers	(256,597)	153,197	-	70,000	33,400	-
Transfers from other funds	20,000	-	-	-	-	20,000
Transfers to other funds	(240,828)	-	-	-	-	(240,828)
Lease proceeds	17,997	-	-	-	-	17,997
Total other financing sources (uses)	(459,428)	153,197	-	70,000	33,400	(202,831)
Net Change in Fund Balances	(168,732)	(56,945)	166,129	71,106	25,308	36,866
Fund Balance, Beginning of Year	4,889,578	464,251	156,914	30,319	164,715	5,705,777
Fund Balance, End of Year	$ 4,720,846	$ 407,306	$ 323,043	$ 101,425	$ 190,023	$ 5,742,643

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	Forestry	Pest Control	Total Nonmajor Business-Type Funds
Assets			
Current Assets			
Cash and cash equivalents	$ 179,945	$ 64,524	$ 244,469
Investments	63,924	37,534	101,458
Accounts receivable	5,423	5,963	11,386
Prepaid items	-	-	-
Total current assets	249,292	108,021	357,313
Capital assets			
Improvements other than buildings	-	21,913	21,913
Less accumulated depreciation	-	(21,913)	(21,913)
Net capital assets	-	-	-
Total Assets	249,292	108,021	357,313
Deferred Outflows of Resources			
Pension plans	-	2,571	2,571
Liabilities			
Current Liabilities			
Accounts payable	12,912	169	13,081
Accrued wages	-	2,537	2,537
Total current liabilities	12,912	2,706	15,618
Noncurrent Liabilities			
Net pension liability	-	8,705	8,705
Total Liabilities	12,912	11,411	24,323
Deferred Inflows of Resources			
Pension plans	-	5,808	5,808
Net Position			
Unrestricted	$ 236,380	$ 93,373	$ 329,753

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	Forestry	Pest Control	Total Nonmajor Business-Type Funds
Operating Revenues			
Charges for services	$ 50,059	$ 55,065	$ 105,124
Miscellaneous	1,323	553	1,876
Total operating revenues	51,382	55,618	107,000
Operating Expenses			
Personnel services	-	63,925	63,925
Supplies	407	11,868	12,275
Repairs and maintenance	61,558	132	61,690
Insurance	-	2,494	2,494
Other	-	3,916	3,916
Total operating expenses	61,965	82,335	144,300
Operating Loss	(10,583)	(26,717)	(37,300)
Nonoperating Revenues			
Investment income	7,265	3,036	10,301
Change in Net Position	(3,318)	(23,681)	(26,999)
Net Position - Beginning	239,698	117,054	356,752
Net Position - Ending	$ 236,380	$ 93,373	$ 329,753

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	Forestry	Pest Control	Total Nonmajor Business-Type Activities
Operating Activities			
Receipts from customers and users	$ 51,306	$ 55,544	$ 106,850
Payments for cost of services	(69,053)	(10,341)	(79,394)
Payments to employee costs	-	(58,474)	(58,474)
Payments to other vendors	-	(6,241)	(6,241)
Net cash used for operating activities	(17,747)	(19,512)	(37,259)
Investing Activity			
Purchase of investments	(4,564)	(2,680)	(7,244)
Investment income (loss)	7,265	3,036	10,301
Net cash from investing activities	2,701	356	3,057
Net Change in Cash and Cash Equivalents	(15,046)	(19,156)	(34,202)
Cash and Cash Equivalents, Beginning of Year	194,991	83,680	278,671
Cash and Cash Equivalents, End of Year	$ 179,945	$ 64,524	$ 244,469
Reconciliation of Operating Loss to Net Cash Used for Operating Activities			
Operating loss	$ (10,583)	$ (26,717)	$ (37,300)
Changes in assets and liabilities			
Accounts receivable	(76)	(74)	(150)
Prepaid items	-	1,659	1,659
Accounts payable	(7,088)	169	(6,919)
Accrued wages	-	956	956
Net pension liability and related deferred inflows and outflows of resources	-	4,495	4,495
Net cash used for operating activities	$ (17,747)	$ (19,512)	$ (37,259)

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Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal Financial Assistance Listing	Pass-through Entity Identifying Number	Expenditures
Department of Agriculture			
Community Facilities Loans and Grants	10.766	N/A	$ 975,000
Department of Housing and Urban Development			
Passed Through Minnesota Department of Housing and Urban Development			
Community Development Block Grants	14.228	CDAP-20-0030-O-FY21	187,196
Total Federal Financial Assistance			$ 1,162,196

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Note 1 - Basis of Presentation

The accompanying schedule of expenditures of federal awards (the schedule) includes the federal award activity of the City of Dilworth, Minnesota (the City) under programs of the federal government for the year ended December 31, 2025. The information is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net position or fund balance, or cash flows of the City.

Note 2 - Summary of Significant Accounting Policies

Expenditures reported in the schedule are reported on the modified accrual basis of accounting. When applicable, such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. No federal financial assistance has been provided to a subrecipient.

Note 3 - Indirect Cost Rate

The Organization does not draw for indirect administrative expenses and has not elected to use the de minimis cost rate of up to 15 percent.

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Other Reports
December 31, 2025

City of Dilworth, Minnesota

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Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

The Honorable Mayor and
Members of the City Council
City of Dilworth, Minnesota

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We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*), the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Dilworth, Minnesota (the City) as of and for the year ended December 31, 2025, and the related notes to the financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated REPORT DATE.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. We identified certain deficiencies in internal control, described in the accompanying Schedule of Findings and Questioned Costs as items 2025-001, 2025-002, and 2025-003 that we consider to be material weaknesses.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

City's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the City's response to the findings identified in our audit and described in the accompanying Schedule of Findings and Questioned Costs. The City's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Fargo, North Dakota
REPORT DATE

DRAFT

Independent Auditor's Report on Compliance for the Major Federal Program; Report on Internal Control over Compliance Required by the Uniform Guidance

The Honorable Mayor and
Members of the City Council
City of Dilworth, Minnesota

Report on Compliance for the Major Federal Program

Opinion on the Major Federal Program

We have audited the City of Dilworth, Minnesota's (the City) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on the City's major federal program for the year ended December 31, 2025. The City's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on the major federal program for the year ended December 31, 2025.

Basis for Opinion on the Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the City's federal programs.

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Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of the major federal program as a whole.

In performing an audit in accordance with GAAS, Government Auditing Standards, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

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Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Fargo, North Dakota
REPORT DATE

DRAFT

Independent Auditor's Report on *Minnesota Legal Compliance*

The Honorable Mayor and
Members of the City Council
City of Dilworth, Minnesota

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, business-type activities, and each major fund, and the aggregate remaining fund information of the City of Dilworth, Minnesota (the City), as of and for the year ended December 31, 2025, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated REPORT DATE.

In connection with our audit, nothing came to our attention that caused us to believe that the City failed to comply with the provisions of the contracting – bid laws, depositories of public funds and public investments, conflicts of interest, public indebtedness, claims and disbursements, miscellaneous provisions, and tax increment financing sections of the *Minnesota Legal Compliance Audit Guide for Cities*, promulgated by the State Auditor pursuant to Minn. Stat. § 6.65, insofar as they relate to accounting matters. However, our audit was not directed primarily toward obtaining knowledge of such noncompliance. Accordingly, had we performed additional procedures, other matters may have come to our attention regarding the City's noncompliance with the above referenced provisions, insofar as they relate to accounting matters.

This report is intended solely for the information and use of those charged with governance and management of the City and the State Auditor and is not intended to be, and should not be, used by anyone other than these specified parties.

Fargo, North Dakota
REPORT DATE

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Section I – Summary of Auditor's Results

FINANCIAL STATEMENTS

Type of auditor's report issued	Unmodified
Internal control over financial reporting:	
Material weaknesses identified	Yes
Significant deficiencies identified not considered to be material weaknesses	None Reported
Noncompliance material to financial statements noted?	No

FEDERAL AWARDS

Internal control over major program:	
Material weaknesses identified	No
Significant deficiencies identified not considered to be material weaknesses	None Reported
Type of auditor's report issued on compliance for major programs:	Unmodified
Any audit findings disclosed that are required to be reported in accordance with Uniform Guidance 2 CFR 200.516:	No

Identification of major programs:

Name of Federal Program	Federal Financial Assistance Listing
Community Facilities Loans and Grants	10.766

Dollar threshold used to distinguish between type A and type B programs:	$ 1,000,000
Auditee qualified as low-risk auditee?	No

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Section II – Financial Statement Findings

2025-001 Segregation of Duties
Material Weakness

Criteria – A good system of internal control requires an adequate segregation of duties so that no one individual has incompatible responsibilities. No one person should have more than one duty relating to the authorization (approval), custody of assets (check signers), record keeping and reconciliation functions.

Condition – The City does not have enough staff to adequately separate duties in cash receipts, cash disbursements, accounts payable and purchasing, payroll and related liabilities, general ledger maintenance and reconciliation, and review over the preparation of the schedule of expenditures of federal awards.

Cause – There is a limited amount of office employees involved in the internal control process.

Effect – Inadequate segregation of duties could adversely affect the City's ability to detect misstatements in amounts that would be material in relation to the financial statements in a timely period by employees in the normal course of performing their assigned functions.

Recommendation – The functions should be reviewed to determine if additional segregation of duties is feasible and to improve efficiency and effectiveness of financial management and financial statement accuracy for the City. Segregation of authorization, custody of assets, record keeping, and reconciliation functions would assist in mitigating the risk of fraud or misstatements to the financial statements.

Views of Responsible Officials – There is no disagreement with the audit finding.

DRAFT

2025-002 Material Journal Entries
Material Weakness

Criteria – A good system of internal accounting control consists of an adequate system for internally preparing the City's financial statements, including all necessary adjustments.

Condition – During the course of our engagement, we proposed numerous material audit adjustments, that would not have been identified as a result of the City's existing internal controls, and therefore could have resulted in a material misstatement of the City's financial statements.

Cause – The City does not have an internal control system designed to identify all necessary adjustments.

Effect – This control deficiency could result in a material misstatement to the financial statements that would not be prevented or detected.

Recommendation – A thorough review and reconciliation of accounts in each fund should take place prior to the beginning of the audit. This review should be performed at both the accounting staff and accounting supervisor levels.

Views of Responsible Officials – There is no disagreement with the audit finding.

2025-003 Preparation of Financial Statements
Material Weakness

Criteria – A good system of internal accounting control contemplates an adequate system for internally preparing the City's financial statements.

Condition – The City does not have an internal control system designed to provide for the preparation of the financial statements being audited. The auditors were requested to, and did, draft the financial statements and accompanying notes to the financial statements.

Cause – The City does not have an internal control system to provide for the preparation of the financial statements being audited.

Effect – The disclosures in the financial statements could be incomplete.

Recommendation – It is the responsibility of management and those charged with governance to make the decision whether to accept the degree of risk associated with this condition because of cost or other considerations.

Views of Responsible Officials – There is no disagreement with the audit finding.

DRAFT

Section III – Federal Award Findings and Questioned Costs

None reported

Section IV – *Minnesota Legal Compliance* Findings

None reported

DRAFT

AGENDA ITEM NO. 8.A

Public Hearing: Resolution 26-29, Resolution Relating to a Tax Abatement TEFRA Hearing, and General Obligation Sales Tax and Abatement Bonds; Granting the Abatement and Approving the Issuance of the Bonds

DESCRIPTION: At the City Council meeting, a public hearing will be held for the issuance of tax-exempt financing for the Community Center project.

The attached Pre Sale Report gives a detailed account of the statutory authority given to issue bonds for this project.

More information will be provided at the meeting, but the levy impact remains in-line with what was presented to the council post-bid. Nick Anhut with Ehler's will be at the meeting to present.

Awarding of the bonds will occur the second meeting in June.

SUGGESTED ACTION: Motion to approve Resolution 26-29, Resolution Relating to a Tax Abatement TEFRA Hearing, and General Obligation Sales Tax and Abatement Bonds; Granting the Abatement and Approving the Issuance of the Bonds.

VOTING REQUIREMENT: Simple Majority of the Voting Quorum

SUBMITTED BY: Peyton Mastera, City Administrator

DEPARTMENT: Finance

ATTACHMENTS: Resolution 26-29, Resolution Relating to a Tax Abatement TEFRA Hearing, and General Obligation Sales Tax and Abatement Bonds; Granting the Abatement and Approving the Issuance of the Bonds.pdf

PreSaleReport.Dilworth.2026A.pdf

RESOLUTION 26-29

RESOLUTION RELATING TO A TAX ABATEMENT, TEFRA HEARING, AND GENERAL OBLIGATION SALES TAX AND ABATEMENT BONDS; GRANTING THE ABATEMENT AND APPROVING THE ISSUANCE OF THE BONDS

(Please see attached documents for contents of Resolution 26-29)

ADOPTED by the City of Dilworth on the 26th day of May 2026.

MAYOR:_____
Chad Olson

ATTEST: _____
L. Peyton Mastera, City Administrator

CERTIFICATION OF MINUTES RELATING TO
TAX ABATEMENT, TEFRA HEARING, AND ISSUANCE AND SALE OF GENERAL OBLIGATION SALES TAX AND ABATEMENT BONDS

Issuer: City of Dilworth, Minnesota

Governing Body: City Council

Kind, date, time and place of meeting: A regular meeting held on May 26, 2026, at 6:00 p.m., at City Hall in Dilworth, Minnesota

Members present:

Members absent:

Documents Attached:
Minutes of said meeting (pages):

RESOLUTION NO. _____

RESOLUTION RELATING TO A TAX ABATEMENT, TEFRA HEARING, AND GENERAL OBLIGATION SALES TAX AND ABATEMENT BONDS; GRANTING THE ABATEMENT AND APPROVING THE ISSUANCE OF THE BONDS

I, the undersigned, being the duly qualified and acting recording officer of the public corporation issuing the bonds referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting, so far as they relate to said bonds; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS my hand officially as such recording officer on May 26th, 2026.

_____
City Administrator

Councilmember _____ introduced the following resolution and moved its adoption, which motion was seconded by Councilmember _____:

RESOLUTION NO. _____

RESOLUTION RELATING TO A TAX ABATEMENT, TEFRA HEARING, AND GENERAL OBLIGATION SALES TAX AND ABATEMENT BONDS; GRANTING THE ABATEMENT AND APPROVING THE ISSUANCE OF THE BONDS

BE IT RESOLVED by the City Council of the City of Dilworth, Minnesota (the "City"), as follows:

Section 1. Authorization and Recitals.

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 a parcel of property, if certain conditions are met, through the adoption of a resolution specifying the terms of the abatement.

1.02. The City proposes to assist in financing a new community center in the City (the "Project").

1.03. On the date hereof, this Council conducted a public hearing:

(a) pursuant to the Abatement Act, on the desirability of granting an abatement of property taxes on certain properties expected to be benefited by the proposed Project, which properties include those with the tax parcel identification numbers listed on Exhibit A hereto (the "Property"); and

(b) for purposes of complying with the requirements under the Tax Equity and Fiscal Responsibility Act of 1982 ("TEFRA"), pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), on the proposal that the City issue its general obligation sales tax and abatement bonds (the "Bonds") in an aggregate principal amount not to exceed $12,000,000, under Sections 469.1813 and Chapter 475, as amended, for the purpose of financing the Project.

Notice of the public hearing was duly published as required by law in the *The Forum of Fargo-Moorhead*, the official newspaper of the City, on May 13, 2026, which date is no fewer than ten and no more than 30 days prior to the date hereof.

Section 2. Findings. On the basis of the information compiled by the City and elicited at the public hearing referred to in Section 1.03, it is hereby found, determined and declared:

2.01. The City expects that the benefits of the proposed abatement are not less than the costs of the proposed abatement. The public benefits that the City expects to result from the abatement are the provision of municipal facilities and access to services for the benefit of residents

of the City. The proceeds of the Bonds will be used to provide or help acquire or construct public facilities, and the Project will consist of public improvements that benefit the Property.

2.02. The Property is not located in a tax increment financing district.

2.03. The granting of the proposed abatement will not cause the aggregate amount of abatements granted by the City under the Abatement Act in any year to exceed the greater of (i) ten percent (10.00%) of the City's net tax capacity for the taxes payable year to which the abatement applies, or (ii) $200,000.

2.04. It is in the best interests of the City to grant the tax abatement authorized in this Resolution.

2.05. Under Section 469.1813, Subdivision 9 of the Abatement Act, it is not necessary for the City to obtain the consent of any owner of the Property to grant an abatement.

Section 3. Granting of Tax Abatement.

3.01. A property tax abatement (the "Abatement") is hereby granted in respect of property taxes levied by the City on the Property for twenty (20) years, subject to satisfaction of the conditions for such duration described in Section 469.1813, subdivision 6(b). The total amount of the Abatement is estimated to be approximately $6,265,000.

3.02. The City shall retain the Abatement and apply it to payment of all or a portion of the costs of the Project or to the payment of bonds of the City issued to finance costs of the Project.

3.03. The Abatement may be modified or terminated at any time by the City Council in accordance with the Abatement Act.

Section 4. Issuance of the Bonds. The issuance of the Bonds, to be titled the City's "General Obligation Sales Tax and Abatement Bonds, Series 2026A," in the approximate principal amount of $11,375,000, for the purpose of financing the Project is hereby approved. The Bonds will be issued pursuant to the Abatement Act, Minnesota Statutes, Chapter 475, as amended, and Minnesota Session Laws 2023, Chapter 64, Article 10, Section 32.

4.01. The City has retained Ehlers & Associates, Inc., in Minneapolis, Minnesota ("Ehlers"), as its independent municipal advisor for the Bonds in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9), and the City hereby authorizes Ehlers to assist the City in a competitive the sale of the Bonds.

4.02. This Council shall meet at approximately 7:00 p.m. on June 22, 2026, or on any such other date and at any such other time as this Council shall deem appropriate, for the purpose of considering competitive bids for the purchase of the Bonds and of taking such action thereon as may be in the best interests of the City.

Section 5. Reimbursement. The City proposes to undertake the Project and to make original expenditures with respect thereto prior to the issuance of reimbursement bonds, and reasonably expects to issue reimbursement bonds, in one or more series, for the Project in the maximum

amount of $11,375,000 to reimburse all or a portion of the expenditures made for eligible costs of the Project.

Other than (i) de minimis amounts permitted to be reimbursed pursuant to Section 1.150-2(f)(1) of the Regulations or (ii) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Internal Revenue Service has issued Section 1.150-2 of the Income Tax Regulations (the "Regulations"), the City will not seek reimbursement for any original expenditures with respect to the foregoing Project paid more than 60 days prior to the date of adoption of this resolution. All original expenditures for which reimbursement is sought will be capital expenditures or costs of issuance of the reimbursement bonds.

Upon vote being taken thereon, the following members voted in favor thereof:

and the following members voted against the same:

whereupon the resolution was declared duly passed and adopted.

EXHIBIT A Tax Parcel Identification Numbers
52.250.0050, 52.250.0060, 52.250.0070, 52.250.0080, 52.275.0010, 52.275.0020, 52.275.0030, 52.275.0040, 52.275.0050, 52.275.0060, 52.275.0070, 52.275.0080, 52.275.0090, 52.275.0100, 52.275.0110, 52.275.0120, 52.275.0130, 52.275.0140, 52.275.0150, 52.275.0160, 52.275.0170, 52.275.0180, 52.275.0190, 52.275.0200, 52.275.0210, 52.275.0220, 52.300.0010, 52.300.0020, 52.300.0030, 52.300.0040, 52.300.0050, 52.300.0060, 52.300.0070, 52.300.0080, 52.300.0090, 52.300.0100, 52.300.0110, 52.300.0120, 52.300.0130, 52.300.0140, 52.300.0150, 52.300.0160, 52.350.0090, 52.350.0100, 52.350.0110, 52.350.0120, 52.350.0130, 52.350.0140, 52.350.0150, 52.350.0160, 52.350.0170, 52.350.0180, 52.350.0190, 52.350.0200, 52.375.0010, 52.375.0020, 52.375.0030, 52.375.0040, 52.375.0050, 52.375.0060, 52.375.0070, 52.375.0080, 52.375.0090, 52.375.0100, 52.375.0110, 52.375.0120, 52.375.0130, 52.375.0140, 52.375.0150, 52.375.0160, 52.075.0020, 52.075.0030, 52.075.0040, 52.075.0050, 52.100.0470, 52.100.0480, 52.100.0490, 52.100.0500, 52.100.0510, 52.100.0520, 52.100.0530, 52.100.0540, 52.100.0550, 52.100.0570, 52.100.0580, 52.224.0320, 52.224.0330, 52.224.0340, 52.224.0350, 52.224.0360, 52.224.0370, 52.224.0380, 52.224.0390, 52.224.0400, 52.224.0410, 52.500.0680, 52.500.0690, 52.500.0700, 52.500.0710, 52.500.0720, 52.500.0730, 52.500.0740, 52.500.0750, 52.500.0760, 52.500.0770, 52.500.0780, 52.500.0790, 52.500.0800, 52.725.0150, 52.725.0160, 52.725.0020, 52.725.0030, 52.725.0040, 52.725.0050, 52.725.0060, 52.725.0070, 52.725.0080, 52.725.0090, 52.725.0100, 52.725.0110, 52.725.0120, 52.725.0130, 52.725.0140, 52.500.0810, 52.500.0820, 52.500.0830, 52.500.0840, 52.500.0850, 52.500.0860, 52.500.0870, 52.500.0880, 52.500.0890, 52.500.0910, 52.500.0920, 52.500.0930, 52.500.0940, 52.500.0950, 52.500.0960, 52.500.0970, 52.500.0980, 52.500.0990, 52.500.1000, 52.525.0030, 52.525.0040, 52.525.0050, 52.525.0060, 52.525.0070, 52.525.0080, 52.525.0090, 52.525.0100, 52.525.0110, 52.525.0120, 52.525.0130, 52.525.0140, 52.525.0150, 52.525.0160, 52.525.0170, 52.525.0180, 52.525.0190, 52.525.0200, 52.525.0210, 52.525.0220, 52.525.0230, 52.525.0240, 52.525.0250, 52.525.0260, 52.525.0270, 52.525.0280, 52.525.0290, 52.525.0300, 52.700.0010, 52.700.0020, 52.700.0030, 52.700.0040, 52.700.0050, 52.700.0060, 52.700.0070, 52.700.0080, 52.700.0090, 52.700.0100, 52.725.0010, 52.500.0180, 52.500.0190, 52.500.0200, 52.500.0210, 52.500.0220, 52.500.0230, 52.500.0320, 52.500.0370, 52.500.0380, 52.500.0390, 52.500.0400, 52.500.0410, 52.500.0420, 52.500.0430, 52.500.0080, 52.500.0090, 52.500.0110, 52.500.0120, 52.500.0130, 52.500.0140, 52.500.0150, 52.500.0160, 52.500.0170, 52.500.0440, 52.500.0450, 52.500.0460, 52.500.0470, 52.500.0480, 52.500.0490, 52.500.0500, 52.500.0510, 52.500.0520, 52.500.0530, 52.500.0540, 52.500.0550, 52.500.0560, 52.500.0570, 52.500.0580, 52.500.0590, 52.500.0600, 52.500.0610, 52.500.0620, 52.500.0630, 52.500.0640, 52.500.0650, 52.500.0660, 52.500.0670, 52.100.0590, 52.100.0600, 52.100.0601, 52.100.0610, 52.100.0620, 52.100.0630, 52.100.0640, 52.100.0650, 52.100.0660, 52.100.0670, 52.100.0680, 52.100.0690, 52.100.0700, 52.100.0710, 52.100.0850, 52.100.0860, 52.100.0870, 52.100.0880, 52.100.0890, 52.100.0900, 52.100.0910, 52.100.0920, 52.100.0930, 52.100.0940, 52.100.0950, 52.100.0960, 52.100.0970, 52.100.0980, 52.100.0990, 52.100.1000, 52.224.0010, 52.224.0020, 52.224.0030, 52.224.0040, 52.224.0050, 52.224.0060, 52.224.0070, 52.224.0080, 52.224.0090, 52.224.0100, 52.224.0110, 52.224.0120, 52.224.0130, 52.224.0140, 52.224.0150, 52.224.0160, 52.224.0170, 52.224.0190, 52.224.0200, 52.224.0210, 52.224.0220, 52.224.0230, 52.224.0240, 52.224.0250, 52.224.0260, 52.224.0270, 52.224.0280, 52.224.0290, 52.224.0300, 52.224.0310, 52.100.0720, 52.100.0730, 52.100.0740, 52.100.0750, 52.100.0760, 52.100.0770, 52.100.0780, 52.100.0790, 52.100.0800, 52.100.0810, 52.100.0820, 52.100.0830, 52.100.0840, 52.075.0060, 52.075.0070, 52.075.0080, 52.075.0090, 52.075.0100, 52.075.0110, 52.075.0120,

52.075.0130, 52.075.0140, 52.075.0150, 52.075.0160, 52.075.0170, 52.075.0180, 52.075.0190, 52.075.0200, 52.075.0210, 52.075.0220, 52.075.0230, 52.075.0240, 52.075.0250, 52.075.0260, 52.075.0270, 52.075.0280, 52.075.0290, 52.075.0300, 52.075.0310, 52.075.0320, 52.075.0330, 52.075.0340, 52.075.0350, 52.075.0360, 52.075.0370, 52.100.0010, 52.100.0030, 52.100.0040, 52.100.0050, 52.100.0060, 52.100.0070, 52.100.0080, 52.100.0090, 52.100.0100, 52.100.0110, 52.100.0120, 52.100.0130, 52.100.0140, 52.100.0150, 52.100.0160, 52.100.0170, 52.100.0180, 52.100.0190, 52.100.0340, 52.100.0350, 52.100.0360, 52.100.0370, 52.100.0380, 52.100.0390, 52.100.0400, 52.100.0410, 52.100.0420, 52.100.0430, 52.100.0440, 52.100.0450, 52.100.0460, 52.100.0200, 52.100.0240, 52.100.0250, 52.100.0260, 52.100.0270, 52.100.0280, 52.100.0290, 52.100.0300, 52.100.0310, 52.100.0320, 52.100.0330, 52.500.0895, 52.075.9001, 52.900.0250.

May 26, 2026

PRE-SALE REPORT FOR

City of Dilworth, Minnesota

$11,375,000 General Obligation Sales Tax and Abatement Bonds, Series 2026A

Prepared by:

Ehlers
3001 Broadway Street, Suite 320
Minneapolis, MN 55413

Advisors:

Nick Anhut, Senior Municipal Advisor
Dan Tienter, Senior Municipal Advisor

BUILDING COMMUNITIES. IT'S WHAT WE DO.

EXECUTIVE SUMMARY OF PROPOSED DEBT

Proposed Issue:

$11,375,000 General Obligation Sales Tax and Abatement Bonds, Series 2026A (the "Bonds")

Purposes:

The proposed issue includes tax-exempt financing for various site improvements and construction costs of the City's Community Center Project. Debt service will be paid from an ad valorem property tax levy allocated as a 20-year tax abatement and local option sales tax revenues as authorized by voters. The proposed bonding amount excludes costs funded by sales tax cash contributions to date. Using the most recent project estimates and inclusive of estimated issuance costs, the proposed Bonds will be allocated as follows:

- $5,110,000 Sales Tax Revenue Bonds. This portion of debt service will be paid from ongoing sales tax revenue collections over a 16-year term.
- $6,265,000 Tax Abatement Bonds. This portion of debt service will be paid from a tax levy over a 20-year term.

Authority:

The Bonds will be general obligations of the City for which its full faith, credit and taxing powers are pledged. The Bonds are being issued pursuant to Minnesota Statutes, Sections 469.1812 to 469.1815 (the "Abatement Act"), the City of Dilworth's special legislation for the local option sales tax (MN Laws 2023, Chapter 64, Article 10, Section 32), and Minnesota Statutes, Chapter 475 (General Bonding Authority).

Under the special sales tax authority, the City is authorized to issue general obligation bonds to fund up to $5.4 million plus costs of issuance for the Community Center Project.

Under the Abatement Act, the City may issue general obligation bonds in an amount up to the sum of abatements approved by the City Council. The amount of property tax abatements levied in any year for the Bonds, together with all other outstanding annual abatements, may not exceed 10% of the City's net tax capacity, which equates to $592,185 in 2026. The City's potential abatement for the Bonds requires $313,250 of its current capacity, leaving $278,935 for other abatement uses under the current limit.

The City anticipates there may be certain contractual obligations for private use of the facility by one or more 501(c)(3) entities. Federal tax code and associated regulations require that a public hearing be held for any tax-exempt financing that will be used to finance a facility with a qualifying private use. Federal tax code also requires that the costs of issuance, including any underwriter's discount, for a qualified 501(c)(3) financing cannot exceed 2.0% of the principal amount of the Bonds.

Term/Call Feature:

The Bonds are being issued for a term of 21 years in total. Principal on the Bonds will be due on February 1 in the years 2028 through 2047. Interest will be due every six months beginning August 1, 2027. The Bonds will be offered with a call option allowing for prepayment at the discretion of the City starting February 1, 2035, or any date thereafter.

Bank Qualification:

Because the City is issuing more than $10,000,000 in tax-exempt obligations during the calendar year, the City will not be able to designate the Bonds, or any other tax-exempt financing, as "bank qualified" obligations during 2026. Bank qualified status can broaden the market of potential investors, which can result in lower interest costs in certain instances – particularly for small, long-term financings at lower credit grades. Due to the City's credit quality and the Bonds size and term, the potential impact is not expected to be material.

Credit Rating:

A Credit Rating provides an independent opinion of risk and can help differentiate the Bonds among other offerings in the marketplace. The City's most recent bond issues were rated by S&P Global Ratings. The current rating on those bonds is "AA" with a stable outlook. To enhance the marketability of the Bonds, we recommend the City request a new evaluation from S&P Global Ratings to update and apply the credit rating to the Bonds.

If the winning bidder on the Bonds elects to purchase bond insurance, the rating for the issue may be higher than the City's bond rating in the event that the bond rating of the insurer is higher than that of the City.

Method of Sale/Placement:

We are recommending the Bonds be issued as municipal securities and offered through a competitive underwriting process. You will solicit competitive bids, which we will compile on your behalf, for the purchase of the Bonds from underwriters and banks across the market.

An allowance for discount bidding will be incorporated in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction. If the Bonds are purchased at a price greater than the minimum bid amount (or maximum discount), the unused allowance will be used to reduce the final borrowing amount.

Premium Pricing:

In some cases, investors in municipal bonds prefer "premium" pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, reflecting a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered "reoffering premium." The underwriter of the bonds will retain a portion of this reoffering premium as their compensation

(or "discount" mentioned above) but will pay any remaining premium to the City as additional proceeds for the projects.

The amount of the premium varies, but it is not uncommon to see premiums for new issues in the range of 2.0% to 10.0% of the face amount of the issue. This means that an issuer with an $11,000,000 offering may receive bids that result in proceeds of $11,220,000 to $12,100,000. The amount of premium can be restricted in the bid specifications. Restrictions on premium may result in fewer bids, but may also eliminate large adjustments on the day of sale and unintended impacts with respect to debt service payment. Ehlers will identify appropriate premium restrictions for the Bonds intended to achieve the City's objectives for this financing.

For this issue of Bonds we have been directed to use any net premium to reduce the size of the issue and fund only the anticipated project amounts. The resulting adjustments will not change the original bid pricing but may result in slight adjustments to the final calculated true interest cost of the issue, either up or down.

Review of Existing Debt:

We have reviewed all outstanding indebtedness for the City and find that there are no viable refunding opportunities to consider at this time. We will continue to monitor the market and the call dates for the City's outstanding debt and will alert you to any future refunding opportunities as they arise.

Continuing Disclosure:

As part of the terms of the Bonds, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds, and uses Ehlers to prepare and file the reports.

Arbitrage Monitoring:

The City must ensure compliance with certain sections of the Internal Revenue Code and Treasury Regulations ("Arbitrage Rules") throughout the life of the issue to maintain the tax-exempt status of the Bonds. These Arbitrage Rules apply to amounts held in construction and debt service accounts, along with related investment income on each fund/account.

IRS audits will verify compliance with rebate, yield restriction and records retention requirements within the Arbitrage Rules. The City's specific arbitrage responsibilities will be detailed in the Signature, No-Litigation, Arbitrage Certificate and Purchase Price Receipt prepared by your Bond Attorney and provided at closing.

The Bonds may qualify for one or more exception(s) within the Arbitrage Rules by meeting 1) spend down requirements, 2) bona fide debt service fund limits, 3) reasonable reserve requirements, 4) investments yield restrictions, or 5) de minimis rules. An Ehlers arbitrage expert will contact the City within 30 days after the sale date to review the City's specific responsibilities for the Bonds.

Investment of Bond Proceeds:

Subject to the Arbitrage Rules and Tax Compliance Documents mentioned above, the City may maximize the funding opportunity for the Community Center project by temporarily investing the proceeds until the funds are needed to pay for construction expenditures. As a Registered Investment Advisor, Ehlers will assist the City in developing a strategy under the objectives of the City's Investment Policy.

Risk Factors:

Sales Tax Revenues: The proposed Bonds' sizing and repayment structure anticipates sales tax revenues providing for the debt service. The actual amount of sales tax revenue that will be available in the future is subject to legislative changes, economic conditions, commercial/retail business activity, and actual annual sales subject to the sales tax. Although not anticipated, if the City's future sales tax revenue collections fall short of expectations, the City may need to use other general revenues or implement a debt service levy to make up for the shortfall.

The City began collecting sales tax revenue in 2025. Thus far, there have been 9-months of revenue collections totaling $374,517. Extrapolating for a full 12-months, this suggests annual sales tax revenue collection at $499,356. This amount provides $54,759 in excess of the average annual debt service estimated for the Bonds (or 112.3% coverage).

Additionally, there will be a full year of additional sales tax revenue collections before the first Bond payment scheduled for August 2027. This advance time period will allow the City to accumulate revenue and maintain sufficient balances in advance of debt payments – protecting against any need to implement a debt service levy for any shortfalls.

Other Service Providers:

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary.

If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.

Bond Counsel: Dorsey & Whitney LLP

Paying Agent: U.S. Bank Trust Company, National Association

Rating Agency: Standard & Poor's Global Ratings (S&P)

Basis for Recommendation:

Ehlers has reviewed other reasonably feasible alternatives to the recommended issuance of municipal securities. Based on the City's stated objectives, financial situation, risk tolerance, liquidity needs, experience with the issuance of Bonds of similar characteristics including the tax status considerations, and the structure, timing and other similar matters related to the Bonds, we are recommending the issuance of Bonds as a suitable option.

Summary:

The City Council will hold a public hearing on May 26th to consider the establishment of a tax abatement. The decisions to be made by the City Council following the public hearing are:

- Consideration of a Resolution Approving Property Tax Abatements, and
- Accept or modify the finance assumptions described in this report in consideration of a resolution provided by the City's Bond Attorney to establish a June 22nd sale date for the proposed Bonds

PROPOSED DEBT ISSUANCE SCHEDULE

Tax Abatement and TEFRA Public Hearing; Pre-Sale Review by City Council:	May 26, 2026
Due Diligence Call to Review Official Statement:	Week of June 8th
Conference with Rating Agency:	Week of June 8th
Distribute Preliminary Official Statement:	June 11, 2026
City Council Meeting to Award Sale of the Bonds:	June 22, 2026
Estimated Closing Date:	July 16, 2026

Attachments

Estimated Sources and Uses of Funds

Estimated Debt Service Schedule

EHLERS' CONTACTS

Nick Anhut, Senior Municipal Advisor	(651) 697-8507
Dan Tienter, Senior Municipal Advisor	(651) 697-8537
Emily Wilkie, Senior Public Finance Analyst	(651) 697-8588
Alicia Gage, Senior Financial Analyst	(651) 697-8551

City of Dilworth, Minnesota

$11,375,000 GO Sales Tax & Tax Abatement Bonds, Series 2026A
Issue Summary
Assumes Current Market Non-BQ AA Rates plus 50bps

Estimated Total Issue Sources And Uses

Dated 07/16/2026 | Delivered 07/16/2026

	Sales Tax	Tax Abatement	Issue Summary
Sources Of Funds			
Par Amount of Bonds	$5,110,000.00	$6,265,000.00	$11,375,000.00
Planned Issuer Equity contribution	394,000.00	-	394,000.00
Total Sources	**$5,504,000.00**	**$6,265,000.00**	**$11,769,000.00**
Uses Of Funds			
Total Underwriter's Discount (1.000%)	51,100.00	62,650.00	113,750.00
Costs of Issuance	52,560.00	64,440.00	117,000.00
Deposit to Project Construction Fund	5,400,000.00	6,134,084.00	11,534,084.00
Rounding Amount	340.00	3,826.00	4,166.00
Total Uses	**$5,504,000.00**	**$6,265,000.00**	**$11,769,000.00**

City of Dilworth, Minnesota

$11,375,000 GO Sales Tax & Tax Abatement Bonds, Series 2026A

Issue Summary

Assumes Current Market Non-BQ AA Rates plus 50bps

Estimated Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
07/16/2026	-	-	-	-	-
08/01/2027	-	-	463,528.65	463,528.65	-
02/01/2028	150,000.00	3.100%	222,493.75	372,493.75	836,022.40
08/01/2028	-	-	220,168.75	220,168.75	-
02/01/2029	490,000.00	3.150%	220,168.75	710,168.75	930,337.50
08/01/2029	-	-	212,451.25	212,451.25	-
02/01/2030	505,000.00	3.200%	212,451.25	717,451.25	929,902.50
08/01/2030	-	-	204,371.25	204,371.25	-
02/01/2031	525,000.00	3.300%	204,371.25	729,371.25	933,742.50
08/01/2031	-	-	195,708.75	195,708.75	-
02/01/2032	545,000.00	3.350%	195,708.75	740,708.75	936,417.50
08/01/2032	-	-	186,580.00	186,580.00	-
02/01/2033	555,000.00	3.450%	186,580.00	741,580.00	928,160.00
08/01/2033	-	-	177,006.25	177,006.25	-
02/01/2034	575,000.00	3.500%	177,006.25	752,006.25	929,012.50
08/01/2034	-	-	166,943.75	166,943.75	-
02/01/2035	600,000.00	3.600%	166,943.75	766,943.75	933,887.50
08/01/2035	-	-	156,143.75	156,143.75	-
02/01/2036	620,000.00	3.700%	156,143.75	776,143.75	932,287.50
08/01/2036	-	-	144,673.75	144,673.75	-
02/01/2037	640,000.00	3.800%	144,673.75	784,673.75	929,347.50
08/01/2037	-	-	132,513.75	132,513.75	-
02/01/2038	670,000.00	3.850%	132,513.75	802,513.75	935,027.50
08/01/2038	-	-	119,616.25	119,616.25	-
02/01/2039	695,000.00	3.950%	119,616.25	814,616.25	934,232.50
08/01/2039	-	-	105,890.00	105,890.00	-
02/01/2040	720,000.00	4.050%	105,890.00	825,890.00	931,780.00
08/01/2040	-	-	91,310.00	91,310.00	-
02/01/2041	750,000.00	4.100%	91,310.00	841,310.00	932,620.00
08/01/2041	-	-	75,935.00	75,935.00	-
02/01/2042	780,000.00	4.300%	75,935.00	855,935.00	931,870.00
08/01/2042	-	-	59,165.00	59,165.00	-
02/01/2043	815,000.00	4.450%	59,165.00	874,165.00	933,330.00
08/01/2043	-	-	41,031.25	41,031.25	-
02/01/2044	405,000.00	4.600%	41,031.25	446,031.25	487,062.50
08/01/2044	-	-	31,716.25	31,716.25	-
02/01/2045	425,000.00	4.700%	31,716.25	456,716.25	488,432.50
08/01/2045	-	-	21,728.75	21,728.75	-
02/01/2046	445,000.00	4.750%	21,728.75	466,728.75	488,457.50
08/01/2046	-	-	11,160.00	11,160.00	-
02/01/2047	465,000.00	4.800%	11,160.00	476,160.00	487,320.00
Total	**$11,375,000.00**	**-**	**$5,394,249.90**	**$16,769,249.90**	**-**

Yield Statistics

Bond Year Dollars	$130,366.46
Average Life	11.461 Years
Average Coupon	4.1377590%
Net Interest Cost (NIC)	4.2250131%
True Interest Cost (TIC)	4.2081849%
Bond Yield for Arbitrage Purposes	4.0939633%
All Inclusive Cost (AIC)	4.3273725%

IRS Form 8038

Net Interest Cost	4.1377590%
Weighted Average Maturity	11.461 Years

City of Dilworth, Minnesota

$11,375,000 GO Sales Tax & Tax Abatement Bonds, Series 2026A

Issue Summary

Assumes Current Market Non-BQ AA Rates plus 50bps

Estimated Debt Service Schedule and Coverage Calculation

Date	Principal	Coupon	Interest	Total P+I	105% of Total	Sales Tax Revenue	Tax Abatement Levies
02/01/2027	-	-	-	-	-	-	-
02/01/2028	150,000.00	3.100%	686,022.40	836,022.40	877,823.52	468,295.96	409,527.56
02/01/2029	490,000.00	3.150%	440,337.50	930,337.50	976,854.38	464,464.88	512,389.50
02/01/2030	505,000.00	3.200%	424,902.50	929,902.50	976,397.63	466,530.75	509,866.88
02/01/2031	525,000.00	3.300%	408,742.50	933,742.50	980,429.63	468,126.75	512,302.88
02/01/2032	545,000.00	3.350%	391,417.50	936,417.50	983,238.38	469,098.00	514,140.38
02/01/2033	555,000.00	3.450%	373,160.00	928,160.00	974,568.00	464,323.13	510,244.88
02/01/2034	575,000.00	3.500%	354,012.50	929,012.50	975,463.13	464,317.88	511,145.25
02/01/2035	600,000.00	3.600%	333,887.50	933,887.50	980,581.88	469,042.88	511,539.00
02/01/2036	620,000.00	3.700%	312,287.50	932,287.50	978,901.88	467,635.88	511,266.00
02/01/2037	640,000.00	3.800%	289,347.50	929,347.50	975,814.88	465,509.63	510,305.25
02/01/2038	670,000.00	3.850%	265,027.50	935,027.50	981,778.88	467,893.13	513,885.75
02/01/2039	695,000.00	3.950%	239,232.50	934,232.50	980,944.13	469,494.38	511,449.75
02/01/2040	720,000.00	4.050%	211,780.00	931,780.00	978,369.00	464,856.00	513,513.00
02/01/2041	750,000.00	4.100%	182,620.00	932,620.00	979,251.00	464,659.13	514,591.88
02/01/2042	780,000.00	4.300%	151,870.00	931,870.00	978,463.50	468,869.63	509,593.88
02/01/2043	815,000.00	4.450%	118,330.00	933,330.00	979,996.50	466,108.13	513,888.38
02/01/2044	405,000.00	4.600%	82,062.50	487,062.50	511,415.63	-	511,415.63
02/01/2045	425,000.00	4.700%	63,432.50	488,432.50	512,854.13	-	512,854.13
02/01/2046	445,000.00	4.750%	43,457.50	488,457.50	512,880.38	-	512,880.38
02/01/2047	465,000.00	4.800%	22,320.00	487,320.00	511,686.00	-	511,686.00
Total	**$11,375,000.00**	**-**	**$5,394,249.90**	**$16,769,249.90**	**$17,607,712.40**	**$7,469,226.08**	**$10,138,486.31**

Significant Dates

Dated	7/16/2026
First Coupon Date	8/01/2027

Yield Statistics

Bond Year Dollars	$130,366.46
Average Life	11.461 Years
Average Coupon	4.1377590%
Net Interest Cost (NIC)	4.2250131%
True Interest Cost (TIC)	4.2081849%
Bond Yield for Arbitrage Purposes	4.0939633%
All Inclusive Cost (AIC)	4.3273725%

City of Dilworth, Minnesota

$5,110,000 GO Sales Tax & Tax Abatement Bonds, Series 2026A

Sales Tax Portion

Estimated Debt Service Schedule and Coverage Calculation

Date	Principal	Coupon	Interest	Total P+I	105% of Total	Sales Tax Revenue	Levy
02/01/2027	-	-	-	-	-	-	-
02/01/2028	150,000.00	3.100%	295,996.15	445,996.15	468,295.96	468,295.96	-
02/01/2029	255,000.00	3.150%	187,347.50	442,347.50	464,464.88	464,464.88	-
02/01/2030	265,000.00	3.200%	179,315.00	444,315.00	466,530.75	466,530.75	-
02/01/2031	275,000.00	3.300%	170,835.00	445,835.00	468,126.75	468,126.75	-
02/01/2032	285,000.00	3.350%	161,760.00	446,760.00	469,098.00	469,098.00	-
02/01/2033	290,000.00	3.450%	152,212.50	442,212.50	464,323.13	464,323.13	-
02/01/2034	300,000.00	3.500%	142,207.50	442,207.50	464,317.88	464,317.88	-
02/01/2035	315,000.00	3.600%	131,707.50	446,707.50	469,042.88	469,042.88	-
02/01/2036	325,000.00	3.700%	120,367.50	445,367.50	467,635.88	467,635.88	-
02/01/2037	335,000.00	3.800%	108,342.50	443,342.50	465,509.63	465,509.63	-
02/01/2038	350,000.00	3.850%	95,612.50	445,612.50	467,893.13	467,893.13	-
02/01/2039	365,000.00	3.950%	82,137.50	447,137.50	469,494.38	469,494.38	-
02/01/2040	375,000.00	4.050%	67,720.00	442,720.00	464,856.00	464,856.00	-
02/01/2041	390,000.00	4.100%	52,532.50	442,532.50	464,659.13	464,659.13	-
02/01/2042	410,000.00	4.300%	36,542.50	446,542.50	468,869.63	468,869.63	-
02/01/2043	425,000.00	4.450%	18,912.50	443,912.50	466,108.13	466,108.13	-
Total	**$5,110,000.00**	**-**	**$2,003,548.65**	**$7,113,548.65**	**$7,469,226.08**	**$7,469,226.08**	**-**

Significant Dates

Dated	7/16/2026
First Coupon Date	8/01/2027

Yield Statistics

Bond Year Dollars	$50,897.92
Average Life	9.960 Years
Average Coupon	3.9364060%
Net Interest Cost (NIC)	4.0368030%
True Interest Cost (TIC)	4.0331704%
Bond Yield for Arbitrage Purposes	4.0939633%
All Inclusive Cost (AIC)	4.1648496%

City of Dilworth, Minnesota

$6,265,000 GO Sales Tax & Tax Abatement Bonds, Series 2026A

Tax Abatement Portion

Estimated Debt Service Schedule and Coverage Calculation

Date	Principal	Coupon	Interest	Total P+I	105% of Total	Tax Abatement Revenue	Levy/(Surplus)
02/01/2027	-	-	-	-	-	-	-
02/01/2028	-	-	390,026.25	390,026.25	409,527.56	313,250.00	96,277.56
02/01/2029	235,000.00	3.150%	252,990.00	487,990.00	512,389.50	313,250.00	199,139.50
02/01/2030	240,000.00	3.200%	245,587.50	485,587.50	509,866.88	313,250.00	196,616.88
02/01/2031	250,000.00	3.300%	237,907.50	487,907.50	512,302.88	313,250.00	199,052.88
02/01/2032	260,000.00	3.350%	229,657.50	489,657.50	514,140.38	313,250.00	200,890.38
02/01/2033	265,000.00	3.450%	220,947.50	485,947.50	510,244.88	313,250.00	196,994.88
02/01/2034	275,000.00	3.500%	211,805.00	486,805.00	511,145.25	313,250.00	197,895.25
02/01/2035	285,000.00	3.600%	202,180.00	487,180.00	511,539.00	313,250.00	198,289.00
02/01/2036	295,000.00	3.700%	191,920.00	486,920.00	511,266.00	313,250.00	198,016.00
02/01/2037	305,000.00	3.800%	181,005.00	486,005.00	510,305.25	313,250.00	197,055.25
02/01/2038	320,000.00	3.850%	169,415.00	489,415.00	513,885.75	313,250.00	200,635.75
02/01/2039	330,000.00	3.950%	157,095.00	487,095.00	511,449.75	313,250.00	198,199.75
02/01/2040	345,000.00	4.050%	144,060.00	489,060.00	513,513.00	313,250.00	200,263.00
02/01/2041	360,000.00	4.100%	130,087.50	490,087.50	514,591.88	313,250.00	201,341.88
02/01/2042	370,000.00	4.300%	115,327.50	485,327.50	509,593.88	313,250.00	196,343.88
02/01/2043	390,000.00	4.450%	99,417.50	489,417.50	513,888.38	313,250.00	200,638.38
02/01/2044	405,000.00	4.600%	82,062.50	487,062.50	511,415.63	313,250.00	198,165.63
02/01/2045	425,000.00	4.700%	63,432.50	488,432.50	512,854.13	313,250.00	199,604.13
02/01/2046	445,000.00	4.750%	43,457.50	488,457.50	512,880.38	313,250.00	199,630.38
02/01/2047	465,000.00	4.800%	22,320.00	487,320.00	511,686.00	313,250.00	198,436.00
Total	**$6,265,000.00**	**-**	**$3,390,701.25**	**$9,655,701.25**	**$10,138,486.31**	**$6,265,000.00**	**$3,873,486.31**

Significant Dates

Dated	7/16/2026
First Coupon Date	8/01/2027

Yield Statistics

Bond Year Dollars	$79,468.54
Average Life	12.685 Years
Average Coupon	4.2667214%
Net Interest Cost (NIC)	4.3455576%
True Interest Cost (TIC)	4.3263345%
Bond Yield for Arbitrage Purposes	4.0939633%
All Inclusive Cost (AIC)	4.4372444%

AGENDA ITEM NO. 9.A

Resolution 26-30, Execution of Memorandum of Understanding Between the City of Dilworth and the City of Moorhead for Animal Impound Services

DESCRIPTION:

Before the City Council is a proposed Memorandum of Understanding (MOU) between the City of Dilworth and the City of Moorhead for animal impound services. The agreement would allow the Dilworth Police Department to utilize the newly established Moorhead Animal Pound for the temporary housing and care of impounded animals originating within Dilworth.

Recently FM Animal Hospital notified local jurisdictions that it would no longer be accepting impounded animals. In response, the City of Moorhead has established a new animal impound facility to serve Moorhead, surrounding Minnesota cities, and Clay County. Moorhead has coordinated with partner agencies, including Dilworth, to formalize use of the facility through individual MOUs.

Under the proposed agreement, the City of Moorhead would provide temporary housing, feeding, and care of impounded animals, maintain operational standards consistent with Minnesota law, and coordinate adoption efforts for unclaimed animals. The Dilworth Police Department would continue to be responsible for transport of animals, veterinary services when needed, and compliance with intake and documentation procedures.

The proposed fee schedule is as follows:

Service	Cost Per Day
Canine Boarding	$30
Feline Boarding	$21.60
Medical Boarding (Rabies Hold/Dangerous Dog)	$53.45

From a budgetary perspective, these costs are anticipated to be offset by funds currently utilized for impound-related services through FM Animal Hospital. Staff does not anticipate a significant financial impact as a result of this transition.

The agreement also includes standard provisions related to liability, indemnification, insurance, facility access, and termination procedures. Either party may terminate the agreement with 30 days written notice.

Staff is recommending approval of the attached resolution authorizing execution of the MOU with the City of Moorhead for animal impound services.

SUGGESTED ACTION: Motion to approve Resolution 26-30, Execution of Memorandum of Understanding Between the City of Dilworth and the City of Moorhead for Animal Impound Services.

VOTING REQUIREMENT: Simple Majority of the Voting Quorum

SUBMITTED BY: Peyton Mastera, City Administrator

DEPARTMENT: Police Department

ATTACHMENTS: Resolution 26-30, Execution of Memorandum of Understanding Between the City of Dilworth and the City of Moorhead for Animal Impound Services.pdf

Memorandum of Understanding - City of Dilworth - Moorhead Pound.pdf

RESOLUTION 26-30

EXECUTION OF MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DILWORTH AND THE CITY OF MOORHEAD FOR ANIMAL IMPOUND SERVICES

WHEREAS, the City of Moorhead has established an animal impound facility ("Moorhead Pound") to provide temporary housing and care for impounded animals within Moorhead, surrounding Minnesota communities, and Clay County; and

WHEREAS, FM Animal Hospital recently notified local jurisdictions that it would no longer provide impound services, necessitating the establishment of an alternative impound arrangement; and

WHEREAS, the City of Dilworth desires to enter into a Memorandum of Understanding ("MOU") with the City of Moorhead for the use of the Moorhead Pound for animals impounded by the Dilworth Police Department; and

WHEREAS, pursuant to the proposed MOU, the City of Moorhead will provide temporary housing, feeding, and care of impounded animals, while the Dilworth Police Department will remain responsible for transportation, veterinary coordination, and compliance with intake and documentation procedures; and

WHEREAS, the proposed MOU establishes fee schedules, liability provisions, operational responsibilities, and termination procedures for the parties; and

WHEREAS, staff has reviewed the proposed agreement and recommends approval.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Dilworth as follows:

1. Approval of MOU. The Memorandum of Understanding between the City of Dilworth and the City of Moorhead for animal impound services is hereby approved.
2. Authorization to Execute. The directs the City Administrator and/or designee to execute the Memorandum of Understanding on behalf of the City of Dilworth.
3. Implementation. The Dilworth Police Department and City staff are authorized to take all actions necessary to implement the terms of the agreement.

ADOPTED by the City of Dilworth, the 26th day of May, 2026.

MAYOR: _____

Chad Olson, Mayor

ATTEST:

_____

L. Peyton Mastera, City Administrator

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is entered into this 13TH day of MAY, 2026, by and between the City of Moorhead, Minnesota, a municipal corporation, located at 911 11th St. N, Moorhead, MN 56560 (the "City"); and the City of Dilworth, a municipal corporation, whose address is 2 1st Ave SE, Dilworth, MN 56529___ ("Dilworth").

WHEREAS, the City will be opening an animal impound facility for Moorhead, surrounding municipalities in Minnesota, and Clay County (the "Moorhead Pound") due to the absence of an animal impound facility on the Minnesota side of the Fargo-Moorhead metropolitan area; and

WHEREAS, the City has agreed to provide safe and compliant, temporary housing of impounded animals collected within the jurisdiction of Dilworth;

NOW, THEREFORE, in consideration of the mutual promises herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby state as follows:

1. **Purpose.** This Memorandum of Understanding ("MOU") establishes the terms and responsibilities between Dilworth and the City relating to the use of the Moorhead Pound as an approved animal impound facility serving the City of Dilworth.

2. **Responsibilities of the City and the Moorhead Pound.**

   a. Allow its facility to be used as the designated impound location for animals taken into custody by the Dilworth PD.

   b. Coordinate with Dilworth PD regarding facility access procedures, security protocols, and intake processes.

   c. Maintain appropriate operational standards consistent with Minnesota law.

   d. Provide care, feeding, and appropriate handling of animals while in the care of the Moorhead Pound.

   e. Coordinate with local animal adoption services for the adoption of unclaimed animals.

3. **Responsibilities of the Dilworth PD**

   a. Transport all impounded animals for appropriate veterinary services for required vaccinations or euthanization.

   b. Transport animals to and from the Moorhead Pound as needed during the facility's business hours.

   c. Supply the City with available information regarding impounded animals.

d. Ensure officers follow agreed-upon protocols for access, documentation, and accountability.

4. **Fee Schedule & Cost Responsibilities**

   a. Boarding Fees:

      i. Canine: $30.00 per calendar day
      ii. Feline: $21.60 per calendar day

   b. Medical Board (Rabies Holds/Dangerous Dogs):

      i. $53.45 per day

5. **Liability.** Each party agrees to maintain appropriate liability insurance for its operations. Nothing in this MOU shall be interpreted as creating a contractual or employment relationship between the parties.

6. **Indemnification.** Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss costs, damages, expenses, claims or actions, including attorney fees that the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution, performance or failure to adequately perform its obligations pursuant to this agreement. Nothing herein shall be deemed a waiver by the City of the limits of liability set forth in Minn. Stat. § 466.04, or a waiver of any immunities or defenses. The City's obligation to hold and save Dilworth PD harmless shall be limited by the limitations of liability set forth in Minn. Stat. § 466.04, as amended from time to time. For purposes of determining total liability for damages, the parties are considered a single governmental unit and the total liability for the parties shall not exceed the limits on governmental liability for a single governmental unit as specified in Minnesota Stat. § 466.04, subd. 1.

7. **Damage to Property.** Each party is responsible for damages to or loss of its own equipment. Each party waives the right to sue the other party for any damages to or loss of its respective equipment, even if the damages or losses were caused wholly or partially by the negligence of the other party or its officers, employees, or volunteers.

8. **Term and Termination.** This MOU becomes effective on the date of the last signature below and remains in effect until terminated, for any reason by either party with thirty (30) days' written notice.

9. **Notice.** All notices required under this MOU will be deemed sufficiently given when delivered or deposited in the United States mail in certified form with postage fully prepaid and addressed as follows:

If to the City: Moorhead Police Department
Attn: Chief of Police
911 11th St. N
Moorhead, MN 56560

If to CITY PD: Dilworth Police Department
Attn: Chief of Police
500 Center Ave. W.
Dilworth, MN 56529

10. **Amendment.** This MOU may be amended at any time by mutual written agreement of both parties.

11. **Governing Law.** This MOU will be construed and enforced in accordance with Minnesota law. The parties agree any litigation arising out of this MOU will be venued in State District Court in Clay County, Minnesota, and the parties waive any objection to venue or personal jurisdiction.

12. **Signatures.** By signing below, the parties agree to the terms outlined in this MOU.

13. **Electronic Signatures.** The parties acknowledge and agree that this MOU may be executed by electronic signature, which shall be considered an original signature for all purposes and shall have the same force and effect as an original signature.

(Remainder of page intentionally left blank.)

Dilworth PD:

Dilworth Police Department

Signature: _____

Name: Hunter Rawson

Title: Chief of Police

Date: March 13th, 2026

(Remainder of page intentionally left blank.)

CITY:

City of Moorhead, Minnesota

Signature: _____

Name: Dan Mahli

Title: City Manager

Date: 05/18/2026

Moorhead Police Department

911 11th St N
Moorhead, MN 56560
218.299.5120 | www.moorheadpolice.com

MEMORANDUM

TO: Dan Mahli, City Manager

FROM: Chief Chris Helmick

DATE: 05.15.2026

RE: Request for Signature – Animal Impound MOUs (Dilworth, Glyndon, Clay County)

I am submitting three Memoranda of Understanding (MOUs) for your review and signature related to the operation of the new Moorhead Animal Pound. These agreements formalize our partnerships with the City of Dilworth, the City of Glyndon, and the Clay County Sheriff's Office for the temporary housing and care of impounded animals collected within their jurisdictions.

As you know, the Moorhead Pound is being established to address the gap in available animal impound services for the city and county. These MOUs outline shared responsibilities for transport, intake, animal care, documentation protocols, fee schedules, and associated liability protections.

The terms across all three agreements are consistent, with only jurisdiction-specific details differing. Each partner agency agrees to transport animals to appropriate veterinary services when needed, provide available information regarding impounded animals, and follow access and documentation protocols. The City of Moorhead agrees to maintain operational standards, provide animal care, and coordinate adoption efforts.

The MOUs were drafted by City Attorney Kat McNamara. All three MOUs have been signed by the respective partner agencies and are now ready for the City's execution. Once completed, our department will ensure copies are returned to each partner agency and retained for internal records.

Let me know if you'd like any revisions, additional background, or a briefing before signing.

AGENDA ITEM NO. 10.A

Authorize Hire of Administrative Assistant (City Hall)

DESCRIPTION: The hiring committee is recommending the hire of Erin Halverson-Hook to serve as the next Adminisrative Assistant at City Hall. In total, over 60 applicants were received for this job, but Mrs. Halverson-Hook, with her experience and qualifications, stood out the most. It is recommended she begins at Step 3.

SUGGESTED ACTION: Motion to hire Erin Halverson-Hook as an Administrative Assistant, to begin at Step 3, contingent upon meeting all city requirements.

VOTING REQUIREMENT: Simple Majority of the Voting Quorum

SUBMITTED BY: Peyton Mastera, City Administrator

DEPARTMENT: City Hall

ATTACHMENTS: N/A

AGENDA ITEM NO. 12.A

Bills to be approved for May 26, 2026

DESCRIPTION: N/A

SUGGESTED ACTION: Motion to approve the bills for May 26, 2026

VOTING REQUIREMENT: Simple Majority of the Voting Quorum

SUBMITTED BY: Jessica Malvin, Administrative Assistant

DEPARTMENT: Finance

ATTACHMENTS: 05-26-2026 APAY.pdf

CITY OF DILWORTH

BILLS TO BE APPROVED FOR PAYMENT - MAY 26, 2026

#	Description		Amount
GENERAL GOVT.-CITY CLERK EXPENDITURES			
	CLAY COUNTY RECORDER		$ 20.00
	Notary filing - Malvin		
GENERAL GOVT.-FINANCIAL ADMINISTRATION EXPENDITURES			
	MALVIN, JESSICA		$ 615.40
	21.25 hours comp payout @ $28.96/hr for April 27 - May 10, 2026		
	AMERICAN FLOOR MATS		$ 340.90
	Rugs for City Hall		
	CANON FINANICAL SERVICES		$ 155.52
	Monthly copier lease		
	COLE PAPERS, INC		$ 170.99
	Paper towel, trash bags, & bath tissues		
	GOVERNMENT JOBS		$ 199.00
	Job posting for Administrative Assistant		
	GODADDY		$ 23.19
	Domain renewal		
	LAKES COUNTRY SERVICE CO OP		$ 1,413.08
	Technology services for May	956.30	
	Dual monitor for front counter	456.78	
	LINKEDIN		$ 590.38
	Job posting for Administrative Assistant		
GENERAL GOVT.-LEGAL AND AUDIT EXPENDITURES			
	THE FORUM		$ 124.55
	Notice of hearing		
PLANNING & ZONING EXPENDITURES			
	LORSUNG, DONALD		$ 984.96
	24 hours part-time @ $41.04/hr for April 27 - May 10, 2026		

CITY OF DILWORTH

BILLS TO BE APPROVED FOR PAYMENT - MAY 26, 2026

#	Description	Amount
PUBLIC SAFETY-POLICE EXPENDITURES		
	DANNHOFF, ROSS 19 hours overtime $65.30/hr for April 27 - May 10, 2026	$ 1,240.70
	HOVERSTEN, ELIAS 7.5 hours overtime @ $65.30/hr. for April 27 - May 10, 2026	$ 489.75
	MITCHELL, BRIANA 3 hours overtime @ $51.60/hr. for April 27 - May 10, 2026	$ 154.80
	MONAGHAN, LANE 10 hours training officer @ $1.77/hr. for April 27 - May 10, 2026	$ 17.70
	PAGE, JEVON 42 hours part-time @ $18.65/hr for April 27 - May 10, 2026	$ 783.30
	PRITCHARD, STACY 7 hours overtime @ $46.77/hr for April 27 - May 10, 2026	$ 327.39
	SORENSON, IAN 34 hours part-time @ $18.65/hr for April 27 - May 10, 2026	$ 634.10
	STETZ, JACOBE 2 hours overtime @ $55.91/hr. for April 27 - May 10, 2026 70 hours training officer @ $1.86/hr. for April 27 - May 10, 2026	$ 242.02
	TURNEY, KANE .5 hours overtime @ $50.25/hr. for April 27 - May 10, 2026	$ 25.13
	CANON FINANICAL SERVICES Monthly copier lease	$ 101.48
	CURT'S LOCK & KEY SERVICE, INC Change combo	$ 120.00
	FLEET SERVICES Vehicle lease - two 2026 Durangos	$ 1,701.92
	KWIK TRIP Fuel	$ 65.45

CITY OF DILWORTH

BILLS TO BE APPROVED FOR PAYMENT - MAY 26, 2026

#	Description		Amount
	LAW ENFORCMENT ADMIN SUPPORT		$ 179.00
	Training Pritchard		
	MCDONALDS		$ 15.80
	Meal - Hoversten		
	MINNKOTA RECYCLING		$ 44.40
	Document destruction		
	NETWORK CENTER		$ 602.00
	Monthly antivirus host	57.00	
	Monthly cloud connect & back up	75.00	
	Connection repairs	470.00	
	PREMIER POTTIES		$ 250.00
	Rental for kite day		
	STOP STICK, LTD		$ 652.00
	Stop stick kit		
	WALMART		$ 51.74
	Cake for swearing in Turney		
ANIMAL CONTROL EXPENDITURES			
	FM PRINTING		$ 160.00
	Impound forms		
MAINTENANCE DEPARTMENT EXPENDITURES			
	NESS, CHARLES		$ 281.84
	8 hours oncall @ $35.23/hr for April 27 - May 10, 2026		
	ACME TOOLS		$ 76.38
	Mower blade		
	AMAZON.COM		$ 32.98
	Batteries		
	COLE PAPERS, INC		$ 170.98
	Paper towel, trash bags, & bath tissues		

CITY OF DILWORTH

BILLS TO BE APPROVED FOR PAYMENT - MAY 26, 2026

#	Description		Amount
	LAKES AREA JETTING, LLC Storm lift clean out	$	5,925.00
	MOBOTREX Street light repairs	$	57.00
	SCHEELS Sweeper attachment	$	349.99
PARK FUND EXPENDITURES			
	COLE PAPERS, INC Paper towel, trash bags, & bath tissues	$	534.67
PARK FUND-SWIMMING POOL EXPENDITURES			
	AMAZON BUSINESS Phone case	$	47.97
	COLE PAPERS, INC Paper towel, trash bags, & bath tissues	$	534.67
	HAWKINS WATER TREATMENT GROUP Pool chemicals	$	2,552.82
	HORIZON COMMERCIAL POOLS Clear adhesive	$	235.52
	LAKES AREA JETTING, LLC Vacuum water, leaves ad debris from pool bottom.	$	1,462.50
	KIEFER AQUATICS Whistles, lanyards, & hip packs	$	78.75
	MENARDS Text kits	$	38.93
	REC SUPPLY Gaskets & Orings	$	95.27

CITY OF DILWORTH

BILLS TO BE APPROVED FOR PAYMENT - MAY 26, 2026

#	Description		Amount
	STRUCTURAL MATERIALS Limestone	$	212.64
FIRE DEPARTMENT EXPENDITURES			
	CANON FINANICAL SERVICES Monthly copier lease	$	73.34
	HARRIS MOUNTAIN WEST, LLC Electric heat adjustments	$	787.50
	KNOX COMPANY Replacement box cover	$	124.00
	M- STATE WORKFORCE DEVELOPMENT SOLUTIONS Firefighter II - Edeen & Wang	$	600.00
	PRIGELMEIER, KENNY Reimbursement on part for tanker	$	51.98
WATER FUND EXPENSES			
	AMAZON BUSINESS Labels to cover water bills	$	17.07
SEWER FUND EXPENSES			
	LAKES AREA JETTING, LLC Annual sewer clean out	$	29,395.00
REFUSE FUND EXPENSES			
	THOMPSON, DWIGHT 11 hours Recycling Center @ $13.50/hr for April 27 - May 10, 2026	$	216.00
	CITY OF MOORHEAD April yard waste	$	2,164.50
	CLAY DEMOLITION LANDFILL Clean up week disposal	$	5,168.00

CITY OF DILWORTH

BILLS TO BE APPROVED FOR PAYMENT - MAY 26, 2026

#	Description		Amount
	FUCHS SANITATION INC.		$ 21,847.36
	Clean up week		
	MINNKOTA		$ 229.90
	Recycling for the month of April		
PEST CONTROL FUND EXPENSES			
	FRISCO, GARY		$ 740.00
	40 hours PT summer @ $18.50/hr for April 27 - May 10, 2026		
OTHER COMBINATION OF FUNDS			
	CITY OF MOORHEAD		$ 159,049.88
	34th Street Reconstruction 2025	132,549.65	
	35th Street Reconstruction 2026	26,500.23	
TOTAL EXPENDITURES			**$ 245,649.09**

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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)

Herzog Roofing, Inc.
PO Box 245
Detroit Lakes, MN 56502

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 – 7E Prefinished Metal Panels

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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User Notes:

(3B9ADA4C)

April 20, 2026

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

Contractor shall have a minimum of 30 work days with conditions suitable to perform roofing work to obtain substantial completion of roof. Contractor shall be entitled to an extension of time for delays beyond the control of Contractor, including delays in delivery of materials.

DS

§ 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 Sixty-seven Thousand Three Hundred Dollars and Zero Cents ($ 267,300.00), 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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(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)

§ 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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User Notes:

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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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User Notes: (3B9ADA4C)

§ 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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User Notes:

(3B9ADA4C)

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)

Jonathon Hallisey
Herzog Roofing, Detroit Lakes, 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:
99014A5080084A8...

OWNER *(Signature)*

Peyton Mastera, City Administrator
(Printed name and title)

CONTRACTOR *(Signature)*

Sally Askelson, Sec/Treas
(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 Herzog Roofing, Inc., hereinafter called the bidder, a

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

Herzog Roofing, Inc. 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: JTH (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
#7E- Pre-finished Metal Panels	$ 267,300
#	$
#	$
#	$

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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 $ N/A

Alternate No. 6B - Food Service Upgrades - Heating Cabinets.
Add/Deduct $ N/A

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_____
(signature)

Title Project Manager

Business Address PO Box 245, Detroit Lakes, MN 56502

(SEAL if bid is by a Corporation) _____

Telephone No. 218-847-1121

E-Mail johnathan@herzogroofing.com

END OF SECTION

Notes:

Alternate VE Deduct- $13,000 for Laminator 1-Peice tight fit in lieu of Route and Return ACM.

This bid is based on an executed AIA 401 form. Contract and supplementary conditions are not reviewed at time of bid.

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Exhibit 1

SHEET INDEX

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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)

LANDSCAPE

L100	HARDSCAPE MATERIALS PLAN - ALT. 1A (FINISHES)
L101	HARDSCAPE LAYOUT PLAN - ALT. 1A (FINISHES)
L102	HARDSCAPE MATERIALS PLAN - ALT. 1B & 1C (COLORED CONCRETE, TOP CAST, RAIL)
L103	HARDSCAPE MATERIALS PLAN - ALT. 4 (PLAZA)
L104	HARDSCAPE LAYOUT PLAN - ALT. 4 (PLAZA)
L500	HARDSCAPE DETAILS

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S0.01	GENERAL NOTES
S0.02	GENERAL NOTES
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S2.02	LOW ROOF/MECHANICAL MEZZANINE FRAMING PLAN
S2.03	ROOF FRAMING PLAN
S2.04	HIGH ROOF FRAMING PLAN
S3.01	FOUNDATION DETAILS
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A3.60	ROOF PLAN
A4.01	EXTERIOR ELEVATIONS
A4.11	BUILDING SECTIONS
A4.21	WALL SECTIONS
A4.22	ENLARGED SECTIONS
A5.01	INTERIOR ELEVATIONS
A5.02	INTERIOR ELEVATIONS
A5.03	INTERIOR ELEVATIONS & ENLARGED TOILET PLANS
A5.04	MILLWORK & RCP DETAILS
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P200	FOUNDATION - PLUMBING
P201	MAIN LEVEL - PLUMBING
P202	KITCHEN V34 - PLUMBING AND RISER DIAGRAMS
P203	PLUMBING RISER DIAGRAMS
M201	MAIN LEVEL AND MECHANICAL MEZZANINE - MECHANICAL PIPING
M202	MECHANICAL & PLUMBING SCHEMATICS
M301	MAIN LEVEL AND MECHANICAL MEZZANINE - HVAC
M400	ROOF - MECHANICAL
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E401	MAIN LEVEL AND MECHANICAL MEZZANINE - SYSTEMS
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E501	POWER DETAILS
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GF301	FOODSERVICE PLUMBING ROUGH-IN PLAN
GF401	FOODSERVICE ELECTRICAL ROUGH-IN PLAN
GF501	FOODSERVICE SPECIAL CONDITIONS PLAN
GF601	FOODSERVICE EQUIPMENT DETAILS
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Contractor Name Herzog Roofing, Inc.

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: Sally Askelson	**Printed Name:** Sally Askelson
Title: Sec/Treas	**Date:** 03/24/26
Company Name: Herzog Roofing, Inc.	

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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**
N/A	

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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**
N/A	

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-2

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

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

Authorized Signature of Owner or Officer: Sally Askelson	**Printed Name:** Sally Askelson
Title: Sec/Treas	**Date:** 03/23/26
Company Name: Herzog Roofing, Inc.	

Docusign Envelope ID: 228CAF18-6A56-8019-8381-C6DA9ED19797

CNA SURETY

Performance Bond

Bond No. 30263245

CONTRACTOR:
(Name, legal status and address)
Herzog Roofing, Inc.

PO Box 245
Detroit Lakes, MN 56502

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

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

OWNER:
(Name, legal status and address)
City of Dilworth

PO Box 187
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

$: 267,300.00

Amount: Two Hundred Sixty-Seven Thousand Three Hundred Dollars and Zero Cents

Description:
(Name and location)
Dilworth Community Center - Project No. 25-011
Dilworth, MN

BOND
Date: May 7, 2026
(Not earlier than Construction Contract Date)

$: 267,300.00

Amount: Two Hundred Sixty-Seven Thousand Three Hundred Dollars and Zero Cents

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Herzog Roofing, Inc.

Signature: Sally Askelson
Name and Title:

SURETY
Company: *(Corporate Seal)*
Western Surety Company

Signature:
Name Anthony Gross
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:
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

§ 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.

§ 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: _____		Signature: _____	
Name and Title:		Name and Title:	
Address		Address	

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CNA SURETY

Payment Bond

Bond No. 30263245

CONTRACTOR:
(Name, legal status and address)
Herzog Roofing, Inc.

PO Box 245
Detroit Lakes, MN 56502

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

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

OWNER:
(Name, legal status and address)
City of Dilworth

PO Box 187
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

$ 267,300.00

Amount: Two Hundred Sixty-Seven Thousand Three Hundred Dollars and Zero Cents

Description:
(Name and location)
Dilworth Community Center - Project No. 25-011
Dilworth, MN

BOND
Date: May 7, 2026
(Not earlier than Construction Contract Date)

$ 267,300.00

Amount: Two Hundred Sixty-Seven Thousand Three Hundred Dollars and Zero Cents

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Herzog Roofing, Inc.

Signature:
Name and Title:

SURETY
Company: *(Corporate Seal)*
Western Surety Company

Signature:
Name Anthony Gross
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:**
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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§ 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	

Docusign Envelope ID: 228CAF18-6A56-8019-8381-C6DA9ED19797

ACKNOWLEDGMENT OF PRINCIPAL

State of MN

County of Becker

On this 11th day of May, 2026 before me a Notary Public in and for the State of MN personally appeared Sally Askilsen know to me to be the Sec/Treasurer 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.

HEATHER M MORRISON
NOTARY PUBLIC
MINNESOTA
My Commission Expires January 31, 2028

Heather Morrison
NOTARY PUBLIC

(SEAL)

ACKNOWLEGEMENT OF SURETY

State of North Dakota

County of Cass

On this 7th day of May, 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: 228CAF18-6A56-8019-8381-C6DA9ED19797

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 25th day of February, 2026.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota
County of Minnehaha } ss

On this 25th day of February, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
December 4, 2031

K. WALSH
NOTARY PUBLIC
SOUTH DAKOTA

K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of May, 2026.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

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

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

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

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

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/12/2026

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
McGriff, a Marsh & McLennan Agency LLC Company
2000 International Park Drive
Suite 600
Birmingham, AL 35243

CONTACT NAME: Brooke Dawson
PHONE (A/C, No, Ext): 1-800-476-2211
FAX (A/C, No):
E-MAIL ADDRESS: brooke.dawson@marshmma.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Company	11150
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Herzog Roofing, Inc.
PO BOX 245
Detroit Lakes, MN 56502

COVERAGES **CERTIFICATE NUMBER:** 67RRYMCD **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. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

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			ZAGLB1021607	05/01/2026	05/01/2027	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X XCU Coverage						MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			ZACAT1041107	05/01/2026	05/01/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			ZAULP1061207	05/01/2026	05/01/2027	EACH OCCURRENCE	$ 2,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		ZAWCI1001207	05/01/2026	05/01/2027	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

RE: Dilworth Community Center

Owner (City of Dilworth), Construction Manager (Gehrtz Construction Services, Inc.), and Architect (Zerr Berg Architects, Inc.) and all related parties are Additional Insured on a primary, non-contributory basis with respects to General Liability, Automobile Liability, and Umbrella/Excess Liability when required by written contract. The Insurer will not provide the additional insured with a higher limit of liability than required by the written contract.

CERTIFICATE HOLDER

City of Dilworth
333 16th Street NE
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

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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.
Herzog Roofing, Inc.

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

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) ▶

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.
PO Box 245

Requester's name and address (optional)

6 City, state, and ZIP code
Detroit Lakes, MN 56502-0245

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
4 1 – 1 3 8 0 7 6 7

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 ▶** Sally Askelson **Date ▶** 06/25/2024

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.*

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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)

Manning Mechanical Inc.
4210 19th Ave 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

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 – 23 HVAC and Temp Controls

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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April 20, 2026

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 Two Hundred Forty-nine Thousand Seventy-six Dollars and Zero Cents ($ 1,249,076.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid $1,320,300.00
Alt. No. 7 Alternate temperature controls - Wir3d ($71,224.00)
Total Contract Amount $1,249,076.00

§ 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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User Notes: (3B9ADA44)

(Paragraphs Deleted)

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(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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User Notes:

§ 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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User Notes:

(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)

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)

Randy Nowakowski
Manning Mechanical, 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		

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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.

DocuSigned by:

99014A5686684A8...

OWNER *(Signature)*

Peyton Mastera, City Administrator

(Printed name and title)

CONTRACTOR *(Signature)*

TIM HAGLIN PRESIDENT

(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 Manning Mechanical, hereinafter called the bidder, a

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

Corporation 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: R.N (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
# 22/ Plumbing	$ 360,500
# 23/ H.V.A.C	$ 1,320,300
#	$
#	$

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ALTERNATE PROPOSALS: See 01 2300 - Alternates for Descriptions

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

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

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

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

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

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

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

Alternate No. 5A - Interior Upgrades - Prefunction and Activity Room.
Add/Deduct $ 14,000

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

Alternate No. 6A - Food Service Upgrades - Mobile Prep Carts.
Add/Deduct $ N.B

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

Alternate No. 7 - Honeywell HBS (Fargo Office Branch).
Add/Deduct $ 45,170

Alternate No. 7 - Distech Controls (Climate Control, Fargo, ND).
Add/Deduct $ 39,215

Alternate No. 7 - Wir3d Electric.
Add/Deduct $ 71,224

Alternate No. 7 - Siemens Industry Inc. Apogee. (G&R Controls, Fargo, ND).
Add/Deduct $ 52,720

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

Alternate No. 7 - Trane.
Add/Deduct $ 14645

UNIT PRICES: See 01 2200 - Unit Prices for Descriptions

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

Unit Price No. 2 - Clay - Bid Package 31.
UP-2 $ N.B 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.

ALT-7 AUTOMATED TECHNOLOGIES $116,800

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Respectfully submitted,

By Randy Nowakowski
(signature)

Title P.M / ESTIMATOR

Business Address 4210 19TH AVE NORTH

(SEAL if bid is by a Corporation) _____

Telephone No. 701-293-9774

E-Mail RNOWAKOWSKI@MANNINGMECHANICAL.COM

END OF SECTION

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Exhibit 1

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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
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L.02 HARDSCAPE MATERIALS PLAN - ALT 1B & 1C (COLORED CONCRETE, TOP CAST, RAIL)
L.03 HARDSCAPE MATERIALS PLAN - ALT 4 (PLAZA)
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Contractor Name MANNING MECHANICAL

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:** Randy Nowakowski
Title: PROJECT MANAGER/ ESTIMATOR	**Date:** 2-26-26
Company Name: MANNING MECHANICAL	

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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
AGASSIZ CHEMICAL	FARGO, ND
~~JOHNSON CONTROLS~~ WIRBD ALT #7	FARGO,ND
DESIGN CONTROL	FARGO, ND
MECHANICAL INSULATION	FARGO, ND

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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: Randy Nowakowski	**Printed Name:** Randy Nowakowski
Title: P.m/ Estimator	**Date:** 2-26-26
Company Name: MANNING MECHANICAL	

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AIA® Document A312™ – 2010

Performance Bond

Bond No. 30273065

CONTRACTOR:
(Name, legal status and address)
Manning Mechanical, Inc.

4210 19th Avenue North
Fargo, ND 58102

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

OWNER:
(Name, legal status and address)
City of Dilworth
2 1st Ave 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 Two Hundred Forty-nine Thousand Seventy-six & 00/100 ($1,249,076.00)

Description:
(Name and location)
Dilworth Community Center, Project No. 25-011- Bid Package 23 HVAC and Temp Controls

BOND
Date: May 1, 2026
(Not earlier than Construction Contract Date)

Amount: One Million Two Hundred Forty-nine Thousand Seventy-six & 00/100 ($1,249,076.00)

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Manning Mechanical, Inc.

Signature:
Name and Title: TIM HAGLIN PRESIDENT

SURETY
Company: *(Corporate Seal)*
Western Surety Company

Signature:
Name and Title: Attorney-in-Fact Nicole M. Coty

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
North Risk Partners
2010 Centre Pointe Blvd.
Mendota Heights, MN 55120
(651) 379-7800

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 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.

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AIA® Document A312™ – 2010

Bond No. 30273065

Payment Bond

CONTRACTOR:
(Name, legal status and address)
Manning Mechanical, Inc.

4210 19th Avenue North
Fargo, ND 58102

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

OWNER:
(Name, legal status and address)
City of Dilworth
2 1st Ave 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 Two Hundred Forty-nine Thousand Seventy-six & 00/100 ($1,249,076.00)

Description:
(Name and location)
Dilworth Community Center, Project No. 25-011- Bid Package 23 HVAC and Temp Controls

BOND
Date: May 1, 2026
(Not earlier than Construction Contract Date)

Amount: One Million Two Hundred Forty-nine Thousand Seventy-six & 00/100 ($1,249,076.00)

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Manning Mechanical, Inc.

Signature: _____
Name and Title: TIM HAGEN PRESIDENT

SURETY
Company: *(Corporate Seal)*
Western Surety Company

Signature: _____
Name and Title: Nicole M. Coty, 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:
North Risk Partners
2010 Centre Pointe Blvd.
Mendota Heights, MN 55120
(651) 379-7800

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

Docusign Envelope ID: 658A8EFB-FA48-8096-8187-0C55A91A7737

§ 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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CORPORATE ACKNOWLEDGMENT

STATE OF NORTH DAKOTA
COUNTY OF CASS

On the 13th day of MAY 2026. before me personally appeared, TIM HAGLIN to me, who being duly sworn, did depose and say: that ~~s~~/he resides in NORTH DAKOTA that ~~s~~/he is the PRESIDENT of the Manning Mechanical, Inc. the corporation described in and which executed the foregoing instrument; that s/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that s/he signed her/his name thereto by like order.

(SEAL)

ZACHARY OSBJORNSON
Notary Public
State of North Dakota
My Commission Expires August 04, 2026

Notary Public

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA
COUNTY OF Dakota

On the 1st day of May, 2026 before me personally appeared, Nicole M. Coty to me known, who being duly sworn, did say: that s/he resides in Minnesota that s/he is the aforesaid officer or attorney in fact of Western Surety Company a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument as signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

(SEAL)

Notary Public

LORI ANN ZARBOK
Notary Public
Minnesota
Commission No. 31032721
My Commission Expires Jan. 31, 2029

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Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Kevin Paulson, Amy Miller, Litton E S Field Jr, Chad Christianson, Lori Hilmoe, De Ette J Wurm, Nicole M Coty, Mark Alan Thune, Brenda S Klimstra, Jessica A Olson, Mutya Alvaran Enoksen, Gayle L Thorson, Jeffrey R Skaar, Daschle Larsen, Erin Pohlman, Deb Geislinger, Jacqueline Riley, Leslie Seehusen, Sierra McQuoid, Tyler Johnson, Kelly Quiring, Drew Boehne, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 25th day of February, 2026.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota
County of Minnehaha } ss

On this 25th day of February, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
December 4, 2031

K. WALSH
NOTARY PUBLIC
SOUTH DAKOTA

K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 1st day of May, 2026.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

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

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

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

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

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/01/2026

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
North Risk Partners
622 Roosevelt Road
Suite 240
St Cloud MN 56301-6363

CONTACT NAME: Seth Wymore, CIC
PHONE (A/C, No, Ext): (218) 454-7117 **FAX (A/C, No):** (855) 927-6655
E-MAIL ADDRESS: seth.wymore@northriskpartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United Fire & Casualty Group	13021
INSURER B : SFM Mutual Insurance Company	11347
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Manning Mechanical, Inc.
4210 19th Ave North
Fargo ND 58102

COVERAGES **CERTIFICATE NUMBER:** 26-27 Master **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: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		1022565186	03/31/2026	03/31/2027	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			10047082612	03/31/2026	03/31/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			10008750377	03/31/2026	03/31/2027	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		34748.218	04/01/2026	04/01/2027	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Project: Dilworth Community Center

Gehrtz Construction Services, Inc., Zerr Berg Architects, Inc., and the City of Dilworth are additional insureds on a primary and noncontributory basis for both ongoing and completed operations with written contract agreement per policy provisions.

CERTIFICATE HOLDER

Gehrtz Construction Services Inc
510 4th Ave N
Fargo ND 58102-4821

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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - WITH PRODUCTS - COMPLETED OPERATIONS COVERAGE - AUTOMATIC STATUS FOR OTHER PARTIES AND COMPLIANCE WITH WRITTEN CONTRACTUAL REQUIREMENTS (THROUGH ISO 07/04 COVERAGE OPTIONS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II - Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **1.** above.

B. The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of:

a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations specified in the "written contract"; or

b. "your work" that is specified in the "written contract" but only for "bodily injury" or "property damage" included in the "products-completed operations hazard", and only if:

(1) The "written contract" requires you to provide the additional insured such coverage; and

(2) This coverage part provides such coverage; and

(3) Such coverage will not apply subsequent to the first to occur of the following:

i. The expiration of the period of time required by the "written contract"; or

ii. The expiration of any applicable statute of limitations or statute of repose with respect to claims arising out of "your work".

2. If the "written contract" specifically requires you to provide additional insurance coverage via the 04/13 edition of CG2010 (aka CG 20 10 04 13), or via the 04/13 edition of CG2037 (aka CG 20 37 04 13), then in paragraph **B.1.** above, the words "which may be imputed to that person(s) or organization(s) directly arising out of" are replaced by the words "caused in whole or in part by".

3. If the "written contract" specifically requires you to provide additional insurance coverage via the 07/04 edition of CG2010 (aka CG 20 10 07 04), or via the 07/04 edition of CG2037 (aka CG 20 37 07 04), then in paragraph **B.1.** above, the words "which may be imputed to that person(s) or organization(s) directly arising out of" are replaced by the words "caused in whole or in part by".

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4. With regards to **B.1.** and **B.2.** above only, the following conditions are added;

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. 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.

5. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

a. The rendering of, or 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; and

(2) Supervisory, inspection, architectural or engineering activities.

b. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this coverage part.

C. Only for the purpose of the insurance provided this endorsement, **SECTION V - DEFINITIONS** is amended to add the following definition:

Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

1. Is currently in effect or becoming effective during the term of this policy; and

2. Was executed prior to:

a. The "bodily injury" or "property damage"; or

b. The offense that caused the "personal and advertising injury",

for which the additional insured seeks coverage under this coverage part.

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CONTRACTOR ULTRA LIABILITY PLUS ENDORSEMENT

COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT SUMMARY OF COVERAGES

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary.

* Expected or Intended Liability – Exception for Reasonable Force
* Expanded Damage To Premises Rented By You to include Explosion, Lightning and Sprinkler Leakage
* Coverage for non-owned watercraft is extended to 51 feet in length
* Property Damage - Borrowed Equipment
* Property Damage Liability - Elevators
* Coverage F - Electronic Data Liability Coverage - $50,000
* Coverage G - Product Recall Expense
  $25,000 Each Recall Limit with a $50,000 Aggregate - $1,000 Deductible
* Coverage H - Water Damage Legal Liability - $25,000
* Coverage I - Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program - Limited Coverage
* Increase in Supplementary Payments: Bail Bonds to $1,000
* Increase in Supplementary Payments: Loss of Earnings to $500
* For newly formed or acquired organizations - extend the reporting requirement to 180 days
* Broadened Named Insured
* Automatic Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement With You – Including Upstream Parties
* Contractors Blanket Additional Insured - Products - Completed Operations Coverage – Including Upstream Parties
* Automatic Additional Insured – Vendors
* Automatic Additional Insured- Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You
* Automatic Additional Insured - Managers or Lessor of Premises
* Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured
* Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations
* Additional Insured - Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only - Owners, Lessees or Contractors Automatic Status When Required in Construction Agreement With You
* Additional Insured - Employee Injury to Another Employee
* Automatically included - Aggregate Limits of Insurance (per location)
* Automatically included - Aggregate Limits of Insurance (per project)
* Knowledge of occurrence - Knowledge of an "occurrence", "claim or suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee
* Blanket Waiver of Subrogation
* Liberalization Condition
* Unintentional failure to disclose all hazards. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
* "Insured Contract" redefined for Limited Railroad Contractual Liability
* Bodily Injury Redefined

REFER TO THE ACTUAL ENDORSEMENT, FOLLOWING ON PAGES 2 THROUGH 9, FOR CHANGES AFFECTING YOUR INSURANCE PROTECTION

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR ULTRA LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION I - COVERAGES

A. The following changes are made at **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

1. Expected or Intended Liability – Exception for Reasonable Force

At **2. Exclusions** exclusion **a. Expected or Intended Injury** is deleted and replaced by the following:

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. Expanded Damage To Premises Rented By You

At **2. Exclusions** the last paragraph is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning, or sprinkler leakage to premises while rented to you or temporarily occupied by you permission of the owner. A separate limit of insurance applies to this coverage as described in SECTION III - LIMITS OF INSURANCE.

3. Non-Owned Watercraft

At **2. Exclusions** exclusion **g. Aircraft, Auto Or Watercraft (2)(a)** is deleted and replaced by the following:

(a) Less than 51 feet long; and

4. Property Damage – Borrowed Equipment

At **2. Exclusions** the following is added to paragraph **(4)** of Exclusion **j. Damage To Property:**

This exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one piece of borrowed equipment under this coverage is $25,000 per occurrence. The insurance afforded under this provision is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

5. Property Damage Liability – Elevators

At **2. Exclusions** the following is added to exclusion **j. Damage To Property**:

Paragraphs **(3)**, **(4)**, and **(6)** of this exclusion do not apply to "property damage" resulting from the use of elevators. However, any insurance provided for such "property damage" is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

B. The following coverages are added:

1. COVERAGE F – ELECTRONIC DATA LIABILITY COVERAGE

For the purposes of this **Electronic Data Liability Coverage** only:

a. Exclusion **p.** of **Coverage A – Bodily Injury And Property Damage Liability** in **Section I – Coverages** is deleted and replaced by the following:

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or

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inability to manipulate "electronic data" that does not result from physical injury to tangible property. However, this exclusion does not apply to liability for damages because of "bodily injury".

b. "Property damage" means:

(1) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

(2) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or

(3) Loss of, loss of use of, damage to, corruption of, inability to access or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this Electronic Data Liability Coverage, "electronic data" is not tangible property. The amount we will pay is limited as described below in SECTION III - LIMITS OF INSURANCE

2. COVERAGE G – WATER DAMAGE LEGAL LIABILITY

The Insurance provided under Coverage **H (Section I)** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

The Limit under this coverage shall not be in addition to the Damage To Premises Rented To You Limit. The amount we will pay is limited as described below in SECTION III – LIMITS OF INSURANCE.

C. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended:

1. The title of this section is deleted and replaced by **SUPPLEMENTARY PAYMENTS**

2. Bail Bonds

Paragraph **1.b.** is deleted and replaced by the following:

b. Up to $1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

3. Loss of Earnings

Paragraph **1.d.** is deleted and replaced by the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

SECTION II – EXCLUSIONS

A. The following exclusion is added:

1. DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

The following exclusion is added to Paragraph **2. Exclusions** of **SECTION I – COVERAGES COVERAGE A– BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

r. This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" for any "consolidated (Wrap- up) insurance program" which has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not a "consolidated (Wrap-up) insurance program":

(1) Provides coverage identical to that provided by this Coverage Part; or

(2) Has limits adequate to cover all claims.

This exclusion does not apply if a "consolidated (Wrap-up) insurance program" covering your operations has been cancelled, non-renewed or otherwise no longer applies for reasons other than exhaustion of all available limits, whether such limits are available on a primary, excess or on any other basis. You must advise us of such cancellation, nonrenewal or termination as soon as

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practicable.

For purposes of this exclusion a "consolidated (wrap-up) insurance program" is a program providing insurance coverage to all parties for exposures involved with a particular (typically major) construction project.

SECTION III – WHO IS AN INSURED

A. The following change is made:

Extended Reporting Requirements

Item **3.a.** is deleted and replaced by the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. The following provisions are added:

4. BROAD FORM NAMED INSURED

Item **2.e.** is added as follows:

e. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period only if there is no other similar insurance available to that entity. However:

(1) Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired more than 50 percent of the voting stock; and

(2) Coverage **B** does not apply to "personal and advertising injury" arising before you acquired more than 50 percent of the voting stock.

5. Additional Insured – Owners, Lessees or Contractors-Automatic Status When Required in Construction or Service Agreement With You – Including Upstream Parties

a. Any person or organization for who you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as additional insured on your policy;

b. Any other person or organization you are required to add as an additional insured under the contract agreement described in Paragraph **a.** above.

Such person(s) or organization(s) 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:

(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.

Such person(s) or organization(s) is an additional insured only if the written contract is currently in effect or becoming effective during the term of this policy; and

~~**1.**~~ Was executed prior to:

(a) The "bodily injury" or "property damage"; or

(b) The offense that caused the "personal and advertising injury", for which the additional insured seeks coverage under this coverage part.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

(1) "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,

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including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

(2) "Bodily injury" or "property damage" occurring after:

(a) 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

(b) 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.

6. Additional Insured – Products-Completed Operations Coverage – Including Upstream Parties

a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **a.** above.

Such person(s) or organization(s) 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 "your work" specified in the "written contract" and included in the "products-completed operations hazard".

Such person(s) or organization(s) is an additional insured only if the written contract is currently in effect or becoming effective during the term of this policy; and

1. Was executed prior to:

a. The "bodily injury" or "property damage"; or

b. The offense that caused the "personal and advertising injury", for which the additional insured seeks coverage under this coverage part.

However:

(1) The insurance afforded to such additional insureds only applies to the extent permitted by law;

(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.

(3) Such coverage will not apply subsequent to the first to occur of the following:

i. The expiration of the period of time required by the "written contract"; or

ii. The expiration of any applicable statute of limitations or statue of repose with respect to claims arising out of "your work"

c. With respect to the insurance afforded to any additional insured under this endorsement, the following additional exclusionary language shall apply:

This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architecture, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions,

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reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

7. Additional Insured – Vendors

a. Any person(s) or organization(s) (referred to throughout this additional coverage as vendor), but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business is an insured.

However:

(1) The insurance afforded to such vendor only applies to the extent permitted by law; and

(2) If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

b. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

(1) This insurance afforded the vendor does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container.

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of products.

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product.

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Sub-paragraphs **d.** or **f.**; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You

a. Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance,

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operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

9. Additional Insured – Managers or Lessors of Premises

a. Any person(s) or organization(s) that is a manager or lessor of premises leased to you is an additional insured, but only with respect to liability caused, in whole or in part, by the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises.

(2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

(a) The insurance afforded to such additional insured only applies to the extent permitted by law; and

(b) 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.

10. Additional Insured – Engineers, Architects or Surveyors Not Engaged by the Named Insured

a. Any architects, engineers or surveyors who are not engaged by you are additional insureds, but only with respect to liability for "bodily injury" or "property damage" or “personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) Your acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

But only if such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law; and

(b) 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 exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

(2) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing

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in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the “bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

11. Additional Insured – State or Governmental Agency or Subdivision or Political Subdivision – Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision is an Additional Insured, subject to the following provisions:

a. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

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. This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

12. Additional Insured Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only – Owners, Lessees or Contractors

a. Any persons or organizations for whom you are performing operations, for which you have elected to seek coverage under a Consolidated Insurance Program, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy is an additional insured. Such person or organization is an additional insured only with respect to your liability caused, in whole or in part, by your ongoing operations performed for that person or organization at a premises other than any project or location that is designated as covered under a Consolidated Insurance Program. A person’s or organization’s status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies. This insurance does not apply to:

“Bodily injury”, “property damage”, or “personal and advertising injury” arising out of the rendering of, or 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; and

(2) Supervisory, inspection

13. Additional Insured – Employee Injury to Another Employee

With respect to your “employees” who occupy positions which are supervisory in nature:

Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED** is deleted and replaced by the following:

a. “Bodily injury” or “personal and advertising injury”

(1) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);

(2) For which there is any obligation to share damages with or repay someone else who must

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pay damages because of the injury described in paragraph **(1)(a)** above; or

(3) Arising out of his or her providing or failing to provide professional healthcare services.

For the purpose of this clause only, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, direct, discipline or discharge.

SECTION IV – LIMITS OF INSURANCE

Paragraph **2** is deleted and replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under **Coverage C**;

b. Damages under **Coverage A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under **Coverage B;** and

d. Damages under **Coverage H.**

Paragraph **6** is deleted and replaced by the following:

6. Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning, or sprinkler leakage while rented to you or temporarily occupied by you with permission of the owner.

C. The following are added:

14. Subject to Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE** $25,000 is the most we will pay under Coverage **H** for **Water Damage Legal Liability.**

15. Aggregate Limits of Insurance (Per Location)

a. The General Aggregate Limit applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

b. "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.

16. Aggregate Limits of Insurance (Per Project)

a. The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

17. With respect to the insurance afforded to additional insureds afforded coverage by items **4.** through **13.** of SECTION II – WHO IS AN INSURED above, the following is added:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement;

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

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

18. Subject to **5.** of **SECTION III – LIMITS OF INSURANCE** , the most we will pay for "property damage" under **Coverage F – Electronic Data Liability Coverage** for loss of "electronic data" is $50,000 without regard to the number of "occurrences".

SECTION V – COMMERCIAL GENERAL LIABILITY CONDITIONS

A. The following conditions are amended:

1. Knowledge of Occurrence

a. Condition **2.**, Items **a.** and **b.** are deleted and replaced by the following:

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(1) Duties In The Event Of Occurrence, Offense, Claim Or Suit

(a) You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. Knowledge of an "occurrence" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee. To the extent possible, notice should include:

(i) How, when and where the "occurrence" took place;

(ii) The names and addresses of any injured persons and witnesses, and

(iii) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(b) If a claim is made or "suit" is brought against any insured, you must:

(i) Immediately record the specifics of the claim or "suit" and the date received; and

(ii) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Knowledge of a claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

2. Where Broad Form Named **Insured** is added in **SECTION II – WHO IS AN INSURED** of this endorsement, Condition **4.** Other Insurance **b.** Excess Insurance **(1)(a)** is deleted and replaced by the following:

a. This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock, and not withstanding any other language in any other policy. This provision does not apply to a policy written to apply specifically in excess of this policy.

The following is added to Condition **4.** Other Insurance

Primary And Noncontributory Insurance - Additional Insured

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance;

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured;

(3) The additional insured gives us prompt written notice of any “occurrence” which may result in a claim and prompt written notice of “suit”;

(4) The additional insured immediately forwards all legal papers to us, cooperates in the investigation or settlement of the claim or defense against the “suit”, and otherwise complies with policy conditions;

(5) The additional insured must tender the defense and indemnity of any claim or “suit” to any other insurer which also insures against a loss we cover under this policy. This includes, but is not limited to, any insurer which has issued a policy of insurance in which the additional insured qualifies as an insured. For the purpose of this requirement, the term “insures against” refers to any self-insurance and to any insurer which issued a policy of insurance that may provide coverage for the loss, regardless of whether the additional insured has actually requested that the insurer provide the additional insured with a defense and/or indemnity under that policy of insurance;

(6) The additional insured agrees to make available any other insurance that the additional insured has for a loss we cover under this policy.

This condition supersedes any provision to the contrary.

3. The following Conditions are added:

10. Blanket Waiver Of Subrogation

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We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you, ongoing operations performed by you or on your behalf. We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal and advertising injury" offense is committed.

11. Liberalization

If a revision to this Coverage Part, which would provide more coverage with no additional premium becomes effective during the policy period in the state designated for the first Named Insured shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

12. Unintentional Failure to Disclose All Hazards

Based on our reliance on your representations as to existing hazards, if you unintentionally should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

13. Limited Railroad Contractual Liability

The following conditions are applicable only to coverage afforded by reason of the redefining of an "insured contract" in the **DEFINITIONS** section of this endorsement:

b. Railroad Protective Liability coverage provided by **Railroad Protective Liability Coverage Form (CG 00 35)** with minimum limits of $2,000,000 per occurrence and a $6,000,000 general aggregate limit must be in place for the entire duration of any project.

c. Any amendment to the Other Insurance condition of **Railroad Protective Liability Coverage Form (CG 00 35)** alters the primacy of the coverage or which impairs our right to contribution will rescind any coverage afforded by the redefined "insured contract" language.

d. For the purposes of the **Other Insurance** condition of **Railroad Protective Liability Coverage Form (CG 00 35)** you, the named insured, will be deemed to be the designated contractor.

SECTION VI – DEFINITIONS

A. Paragraph **3**. "Bodily injury" is deleted and replaced with the following:

3. "Bodily injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

B. Paragraph **9.c.,** "Insured contract", is deleted and replaced with the following:

c. Any easement or license agreement;

C. Paragraph **9.f.(1),** "Insured Contract", is deleted

D. The following definitions are added for this endorsement only:

23. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tape drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

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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.
MANNING MECHANICAL, INC.

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

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) ▶

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.
4210 19TH AVENUE 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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
2 6 - 4 0 4 5 7 0 8

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 ▶ Brenda Easton Date ▶ 5.1.26

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.*

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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)

M.J. Dalsin Company of N.D., Inc.
PO Box 5055
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 – 7A Moisture
Protection

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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April 20, 2026

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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User Notes:

§ 4.2 Stipulated Sum
§ 4.2.1 The Contract Sum shall be Four Hundred Twelve Thousand Eighty-five Dollars and Zero Cents ($ 412,085.00), 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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§ 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)

Jeremy Paulson
MJ Dalsin, 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:
99014A5686684A8...

OWNER *(Signature)*

Peyton Mastera, City Administrator
(Printed name and title)

CONTRACTOR *(Signature)*

JEREMY PAULSON - ESTIMATOR
(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 M.J. Dalsin Co of ND, Inc, hereinafter called the bidder, a

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

Roofing Contractor 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
# 7A Moisture Protection	$ 412,085.00
#	$
#	$
#	$

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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 Estimator/Project Manager

Business Address 635 Armour St NW West Fargo, ND 58078

(SEAL if bid is by a Corporation) _____

Telephone No. (701) 282-0509

E-Mail JeremyP@Dalsinroofing.com

END OF SECTION

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Exhibit 1

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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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Contractor Name M.J. Dalsin Co of ND, Inc

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:** Matt Pomey
Title: Owner/President	**Date:** 2/26/2026
Company Name: M.J. Dalsin Co of ND, Inc	

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AIA® Document A312™ – 2010

Performance Bond

Bond Number: 190058170

CONTRACTOR:
(Name, legal status and address)
M.J. Dalsin Co. of ND, Inc.

635 Armour St NW
West Fargo, ND 58078

SURETY:
(Name, legal status and principal place of business)
Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER:
(Name, legal status and address)
City of Dilworth
PO Box 187
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: Four Hundred Twelve Thousand Eighty-five & 00/100 ($412,085.00)

Description:
(Name and location) Dilworth Community Center - BP: 7A Moisture

Dilworth, MN

BOND
Date: May 4, 2026
(Not earlier than Construction Contract Date)

Amount: Four Hundred Twelve Thousand Eighty-five & 00/100 ($412,085.00)

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
M.J. Dalsin Co. of ND, Inc.

Signature: Matt Pomo
Name and Title: Matt Pomo President

SURETY
Company: *(Corporate Seal)*
Liberty Mutual Insurance Company

Signature: Rebecca J. Hecker
Name and Title: Rebecca J. Hecker 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

§ 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.

§ 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: 4FBB4104-17A1-883F-83AB-A21AA13D70A9

AIA Document A312™ – 2010

Payment Bond

Bond Number: 190058170

CONTRACTOR:
(Name, legal status and address)
M.J. Dalsin Co. of ND, Inc.

635 Armour St NW
West Fargo, ND 58078

SURETY:
(Name, legal status and principal place of business)
Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER:
(Name, legal status and address)
City of Dilworth
PO Box 187
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: Four Hundred Twelve Thousand Eighty-five & 00/100 ($412,085.00)

Description:
(Name and location) Dilworth Community Center - BP: 7A Moisture

Dilworth, MN

BOND
Date: May 4, 2026
(Not earlier than Construction Contract Date)

Amount: Four Hundred Twelve Thousand Eighty-five & 00/100 ($412,085.00)

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
M.J. Dalsin Co. of ND, Inc.

Signature: Matt Dalsin
Name and Title: Matt Dalsin President

SURETY
Company: *(Corporate Seal)*
Liberty Mutual Insurance Company

Signature: Rebecca J. Hecker
Name and Title: Rebecca J. Hecker 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

§ 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.

§ 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 6th day of May 20 26, before me personally appeared Matthew Pimey 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.

MICHELLE KERBAUGH
Notary Public
State of North Dakota
My Commission Expires September 21, 2026

Michelle Kerbaugh

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 Liberty Mutual Insurance Company and acknowledged to me that he or she subscribed the name of Liberty Mutual Insurance Company 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

Wanda Terry

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Liberty Mutual. SURETY

POWER OF ATTORNEY

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

Certificate No: **8214047-190064**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Braeden Nelson; Bridget Nitz; Josie L. Wing; Rebecca J. Hecker; Ryan Hoffman

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 16th day of May, 2025.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS
THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE
WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

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

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 16th day of May, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

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

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of May, 2026.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS
THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE
WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

By: _____
Renee C. Llewellyn, Assistant Secretary

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

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

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/4/2026

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
505 Broadway North, Suite 100
Fargo ND 58102

CONTACT NAME: Shelly Manske
PHONE (A/C, No, Ext): 701-237-3311 FAX (A/C, No): 701-232-4442
E-MAIL ADDRESS: Shelly.Manske@MarshMMA.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : UNITED FIRE AND CASUALTY COMPA	13021
INSURER B : Columbia Casualty Company	31127
INSURER C : WESTCHESTER SURPLUS LINES INSU	10172
INSURER D :	
INSURER E :	
INSURER F :	

INSURED MJDALSI-03
MJ Dalsin Co of ND, Inc
PO Box 5055
West Fargo ND 58078

COVERAGES **CERTIFICATE NUMBER:** 1158735765 **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	Y		85328174	11/3/2025	11/3/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						ND Stop Gap Emp Liab	$ 1M/$1M/$1M
A	AUTOMOBILE LIABILITY			85328174	11/3/2025	11/3/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X 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)	$
								$
A	X UMBRELLA LIAB X OCCUR			85328174	11/3/2025	11/3/2026	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A					PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	Pollution Liability			G70973388004	11/3/2025	11/3/2027	Pollution Liability	$2M Cond/$2M Agg
A	Inland Marine			85328174	11/3/2025	11/3/2026	Installation Floater	$1,000,000
B	Professional Liability			CEO591960702	11/3/2025	11/3/2026	Professional Liab	$1M Occ/$1M Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project No: Project No. 25-011
Project: Dilworth Community Center - Dilworth, MN
Owner: City of Dilworth - POBox 187, Dilworth, MN 56529
Architect: Zerr Berg Architects, Inc.
Gehrtz Construction Services, Inc., City of Dilworth (Owner) and Zerr Berg Architects, Inc. (Architect) are included as Additional Insured with regard to the General Liability when required by written contract.

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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326158 1

548

WSI
North Dakota Workforce
Safety & Insurance

Art Thompson
Director

MATT POMEY
M J Dalsin Co Of ND Inc
PO Box 5055
West Fargo ND 58078-5055

August 14, 2025

Account Information

Employer account number:	757336
Issue date:	08/14/2025
Expiration date:	09/13/2026

Certificate of Payment

Reason For Notice

Workforce Safety & Insurance (WSI) certifies M J Dalsin Co Of ND Inc has North Dakota workers' compensation coverage from 07/01/2025 to 06/30/2026. Employees of M J Dalsin Co Of ND 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
5183	**Plumbing-Htg-Sheet Metal**
5410C	**Alterations & Rpr-Existing Bldg**
8292	**General Warehouse & Storage**
8747	**Professional/Business Reps**
8805	**Clerical Office Employees**

Sincerely,

Sarah F.

Sarah Feist
Chief of Employer Services

PL5

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549

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.)

MJ DALSIN CO OF ND INC

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) . . . .

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.

635 ARMOUR ST NE

Requester's name and address (optional)

6 City, state, and ZIP code

WEST FARGO ND 58078

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

4 2 – 1 5 3 4 8 6 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** **Date** 4-1-2025

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)

Advance Garage Door, Inc.
PO Box 3011
Fargo, ND 58108

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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User Notes:

(3B9ADA43)

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 – 8C Overhead Doors and Coiling Doors

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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User Notes: (3B9ADA51)

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April 20, 2026

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 Seven Thousand Four Hundred Fifty-six Dollars and Zero Cents ($ 7,456.00), 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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(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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User Notes:

Dilworth, MN 56529

§ 8.3 The Contractor's representative:

(Paragraph Deleted)

Gene Sweeney
Advance Garage Door, 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:
99014A56896894A8...

OWNER *(Signature)*

Peyton Mastera, City Administrator
(Printed name and title)

Gene Sweeney

CONTRACTOR *(Signature)*

GENE SWEENEY, PRES.
(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 Advance Garage Door Inc., hereinafter called the bidder, a

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

Advance Garage Door, Inc. 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: 2/13/26 B: 2/18/26 C: 2/20/26.

Bidder acknowledges the review of Section 00 0150 Bid Packages Scope of Work: RS (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
# 08 3613 / SECTIONAL DOORS	$ 7,456
#	$
#	$
#	$

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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 Project Manager

Business Address 2831 1st Avenue N. Fargo, ND 58102

(SEAL if bid is by a Corporation) _____

Telephone No. 701-237-5147

E-Mail sales@advgaragefargo.com

END OF SECTION

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Exhibit 1

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03 4113 - Precast Concrete Hollow Core Planks

DIVISION 04 -- MASONRY

04 2000 - Unit Masonry
04 7200 - Cast Stone Masonry

DIVISION 05 -- METALS

05 1200 - Structural Steel Framing
05 1213 - Architecturally-Exposed Structural Steel Framing
05 2100 - Steel Joist Framing
05 3100 - Steel Decking
05 4000 - Cold-Formed Metal Framing
05 5000 - Metal Fabrications
05 5100 - Metal Stairs

DIVISION 06 -- WOOD, PLASTICS, AND COMPOSITES

06 1000 - Rough Carpentry
06 2000 - Finish Carpentry
06 4100 - Millwork
06 8316 - Fiberglass Reinforced Paneling

DIVISION 07 -- THERMAL AND MOISTURE PROTECTION

07 2100 - Thermal Insulation
07 2119 - Foamed-In-Place Insulation
07 2500 - Weather Barriers
07 4213 - Metal Wall Panels
07 4213.23 - Metal Composite Material Wall Panels
07 4616 - Aluminum Planks
07 5300 - Elastomeric Membrane Roofing
07 6200 - Sheet Metal Flashing and Trim
07 7200 - Roof Accessories
07 8400 - Firestopping
07 9200 - Joint Sealants

DIVISION 08 -- OPENINGS

08 1113 - Hollow Metal Doors and Frames
08 1416 - Flush Wood Doors
08 3223 - Sliding and Folding Glazed Walls and Doors
08 3613 - Sectional Doors
08 3800 - Traffic Doors
08 4313 - Aluminum-Framed Storefronts

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08 4413 - Glazed Aluminum Curtain Walls
08 7100 - Door Hardware
08 8000 - Glazing
DIVISION 09 -- FINISHES
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

Docusign Envelope ID: 87266319-7BBD-889F-829B-18D4FEC7E95C

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

Docusign Envelope ID: 87266319-7BBD-889F-829B-18D4FEC7E95C

Advance GARAGE DOOR INC
2831 NORTH 1ST AVENUE
PO BOX 3011
FARGO ND 58108
701-237-5147

EMAIL: INFO@ADVGARAGEFARGO.COM
WEBSITE: WWW.ADVGARAGEFARGO.COM

Estimate

Date	Estimate #
2/26/2026	14789

PO NO. PHONE #

Name / Address

DILWORTH COMMUNITY CENTER
16TH ST N
DILWORTH, MN 56562

PROJECT

DILWORTH COMMUNITY CENTER

Description	Qty	Rate	Total
DILWORTH COMMUNITY CENTER - 16TH ST N. DILWORTH, MN 56562			
8C: SECTION 08 3613 - SECTIONAL DOORS			
ACK ADDENDA - A: 2/13/2026 B:2/18/2026 C: 2/20/2026			
12-2 X 10-0 CLOPAY ENERGY SERIES MODEL 3722 | COMPLETE DOOR | STANDARD WHITE | INSULATED TEMPERED FULL VISION WINDOWS 4TH SECTION | INTELLICORE POLYURETHANE INSULATION R: 18.4 TORSION SPRING 3" REVERSE ANGLE STANDARD 15" RADIUS WHITE WEATHERSTRIP STRUT	1	5,561.00	5,561.00
LIFTMASTER MAXUM SERIES MODEL RJDC7S1BER COMMERCIAL JACKSHAFT OPERATOR W/ DISCONNECT PHOTO EYES WALL STATION	1	1,895.00	1,895.00
* INSTALLED TAX INCLUDED *			
** ALL PRICES ARE SUBJECT TO CHANGE PRIOR TO NOTICE **		0.00	0.00

THANK YOU
-RYAN SWEENEY

Total $7,456.00

DATE INSTALLATION DESIRED _____ **NET TOTAL** _____

OPENINGS ARE TO BE PREPARED BY OTHERS WITH OUR SPECIFICATIONS. THE ABOVE PRICE DOES NOT INCLUDE GLASS, GLAZING, PAINTING OR WIRING FOR ELECTRIC OPERATOR, UNLESS INCLUDED IN ABOVE PROPOSAL. ABOVE PROPOSAL IS MADE FOR PROMPT ACCEPTANCE. AGEEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS OR OTHER CONDITIONS BEYOND OUR CONTROL. WE CARRY MANUFACTURERS, CONTRACTORS, AND EMPLOYERS' LIABILITY AND WORKMAN'S COMPENSATION INSURANCE.

ACCEPTANCE AND CONTRACT (All prices are subject to change without prior notice.)

THE UNDERSIGNED HEREBY AGREES THAT THE TERMS AND CONDITIONS OF THE ABOVE PROPOSAL ARE ACCEPTED AND BY SIGNING HEREOF DO FURTHER AGREE THAT THE ABOVE PROPOSAL BECOME THE CONTRACT BETWEEN THE UNDERSIGNED. THIS CONTRACT IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND ANY MODIFICATIONS OR CHANGES MUST BE IN WRITING AND APPROVED BY THE PARTIES.

BY: _____ DATE: _____ BY: Ryan Sweeney DATE: 2/26/2026

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8C

Contractor Name Advance Garage Door Inc.

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: Eugene Sweeney	**Printed Name:** Eugene Sweeney
Title: President	**Date:** 2/26/2026
Company Name: Advance Garage Door Inc.	

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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
Advance Garage Door Inc.	Fargo

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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**
NO SUBCONTRACTORS WILL BE USED	

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: Eugene Sweeney	**Printed Name:** Eugene Sweeney
Title: President	**Date:** 2/26/2026
Company Name: Advance Garage Door Inc.	

AIA® Document A312™ – 2010

Performance Bond

Bond Number: 7901106792

CONTRACTOR:
(Name, legal status and address)
Advance Garage Door, Inc.
PO Box 3011
Fargo, ND 58108

SURETY:
(Name, legal status and principal place of business)
Nationwide Mutual Insurance Company
ONE WEST NATIONWIDE BLVD., FSSC-RR
Columbus, OH 43215-2220

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: Seven Thousand Four Hundred Fifty-six & 00/100 ($7,456.00)

Description:
(Name and location) Dilworth Community Center - Bid Package 8C Overhead Doors & Coiling Doors
Dilworth, MN

BOND
Date: May 5, 2026
(Not earlier than Construction Contract Date)

Amount: Seven Thousand Four Hundred Fifty-six & 00/100 ($7,456.00)

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Advance Garage Door, Inc.

Signature: Eugene Sweeney
Name and Title: Eugene Sweeney
President

SURETY
Company: *(Corporate Seal)*
Nationwide Mutual Insurance Company

Signature: Rebecca J. Hecker
Name and Title: Rebecca J. Hecker
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

§ 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.

§ 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.

AIA® Document A312™ – 2010

Payment Bond

Bond Number: 7901106792

CONTRACTOR:
(Name, legal status and address)
Advance Garage Door, Inc.
PO Box 3011
Fargo, ND 58108

SURETY:
(Name, legal status and principal place of business)
Nationwide Mutual Insurance Company
ONE WEST NATIONWIDE BLVD., FSSC-RR
Columbus, OH 43215-2220

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: Seven Thousand Four Hundred Fifty-six & 00/100 ($7,456.00)

Description:
(Name and location) Dilworth Community Center - Bid Package 8C Overhead Doors & Coiling Doors
Dilworth, MN

BOND
Date: May 5, 2026
(Not earlier than Construction Contract Date)

Amount: Seven Thousand Four Hundred Fifty-six & 00/100 ($7,456.00)

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Advance Garage Door, Inc.

Signature:
Name and Title: Eugene Sweeney
President

SURETY
Company: *(Corporate Seal)*
Nationwide Mutual Insurance Company

Signature:
Name and Title: Rebecca J. Hecker
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

§ 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.

§ 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.

§ 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.

Docusign Envelope ID: 87266319-7BBD-889F-829B-18D4FEC7E95C

ACKNOWLEDGMENT OF PRINCIPAL (CORPORATION)

State of North Dakota)
County of Cass)

On this 5 **day of** May **20** 26**, before me personally appeared** Eugene Sweeney **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.**

MEAGAN MCKERNAN
(NOTARIAL SEAL)
Notary Public
State of North Dakota
My Commission Expires Sept. 2, 2026

Meagan McKee

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.**

(NOTARIAL SEAL)

_____

ACKNOWLEDGMENT OF SURETY

State of North Dakota)
County of Cass)

On this 5th **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** Nationwide Mutual Insurance Company **and acknowledged to me that he or she subscribed the name of** Nationwide Mutual Insurance Company **thereto as surety and his or her own name as Attorney in Fact.**

(NOTARIAL SEAL)

JILL GRAVELINE
Notary Public
State of North Dakota
My Commission Expires January 28, 2027

Jill Graveline

Docusign Envelope ID: 87266319-7BBD-889F-829B-18D4FEC7E95C

7901106792

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Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:
BRAEDEN P NELSON; BRIDGET K NITZ; JOSIE L WING; REBECCA J HECKER

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf on the date thereof any and all: (i)bonds and undertakings; (ii) Proposal Bonds; (ii) Letters of Surety; (iv) Consent of Surety; and (v) other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

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

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 23rd day of October, 2025.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

NATIONWIDE MUTUAL INSURANCE COMPANY SEAL COLUMBUS, OH

STATE OF OHIO COUNTY OF FRANKLIN: ss
On this 23rd day of October, 2025, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Karen L. Karn
Notary Public, State of Ohio
No. 2018-RE-719796
Commission Expires July 7, 2028

Notary Public
My Commission Expires
July 7, 2028

CERTIFICATE

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

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 5th day of May, 2026.

Assistant Secretary

BDJ 1(10-25)00

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/31/2026

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: Heidi Stalboerger
PHONE (A/C, No, Ext): 701-237-3311 FAX (A/C, No): 701-232-4442
E-MAIL ADDRESS: Heidi.Stalboerger@MarshMMA.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : SECURA INSURANCE COMPANY	22543
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED ADVANGARAG
Advance Garage Door, Inc.
PO Box 3011
Fargo ND 58108

COVERAGES **CERTIFICATE NUMBER:** 164885699 **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	Y		CP3230074	11/15/2025	11/15/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						ND StopGap Emp Liab	$ $1M/$1M/$1M
A	AUTOMOBILE LIABILITY			A3230075	11/15/2025	11/15/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			CU3230076	11/15/2025	11/15/2026	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Equipment Floater			CP3230074	11/15/2025	11/15/2026	Leased/Rented Equip Deductible	50,000 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured status on a primary and non-contributory basis including ongoing and completed operations and waiver of subrogation on the general liability apply per form GCE1037 when required by written contract. Additional Insured status on a primary and non-contributory basis and waiver of subrogation on the auto liability policy per form CAE0131 when required by written contract. Per project limit applies to general aggregate limit and does not extend to products-completed operations hazard.
Project: Dilworth Community Center - Dilworth, MN
Project No.: 25-011
Owner: City of Dilworth - Po Box 187, Dilworth, MN 56529
Architect: Zerr Berg Architects, Inc. - 510 4th Ave N, Fargo, ND 58102-4821
See Attached...

CERTIFICATE HOLDER

Gehrtz Construction Services
510 N 4th Ave
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: ADVANGARAG

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh McLennan Agency LLC	**NAMED INSURED** Advance Garage Door, Inc. PO Box 3011 Fargo ND 58108
POLICY NUMBER	
CARRIER / **NAIC CODE**	**EFFECTIVE DATE:**

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

Gehrtz Construction Services Inc. (Construction Manager), City of Dilworth (Owner), and Zerr Berg Architects, Inc. (Architect) are included as an Additional Insured on the general liability when required by written contract.

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WSI
North Dakota Workforce
Safety & Insurance

Art Thompson
Director

Sweeney Eugene S & Robert J
Advance Garage Door Inc
PO Box 3011
Fargo ND 58108-3011

May 19, 2025

Account Information

Employer account number:	1092360
Issue date:	05/19/2025
Expiration date:	06/14/2026

Certificate of Payment

Reason For Notice

Workforce Safety & Insurance (WSI) certifies Advance Garage Door Inc has North Dakota workers' compensation coverage from 04/01/2025 to 03/31/2026. Employees of Advance Garage Door 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
5410A	**Carpentry**
8805	**Clerical Office Employees**

Sincerely,

Sarah F.

Sarah Feist
Chief of Employer Services

PL5

1600 E Century Ave, Ste 1 · PO Box 5585 · Bismarck, ND 58506-5585 · 701-328-3800 · 800-777-5033 · Fax: 888-786-8695 · www.workforcesafety.com
Fraud Safety Hotline: 800-243-3331 · Hearing Impaired: 800-366-6888 · Email: ndwsi@nd.gov

Docusign Envelope ID: 87266319-7BBD-889F-829B-18D4FEC7E95C

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.)

ADVANCE GARAGE DOOR INC

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) . . . .

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.

PO BOX 3011

Requester's name and address (optional)

6 City, state, and ZIP code

FARGO ND 58108

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

4 5 – 0 4 3 3 1 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 Stefany Halvorson Date March 16, 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