



Real People. Real Solutions.

1960 Premier Drive
Mankato, MN 56001
Phone: (507) 625-4171
Bolton-Menk.com

May 21, 2026

Amanda Knoll
City Manager
City of St. James
1205 6th Avenue S, PO Box 70
St. James, MN 56081

RE: 2026 Seal Coating
City of St. James, MN
BMI Project No. 26X.143591

Dear Ms. Knoll,

Bids were received and opened electronically through QuestCDN at City Hall on Thursday, May 21 at 11:00am for the project referenced above. Two (2) bids were received and the results of the bids are tabulated below:

Bidder	Bid Amount
Allied Blacktop Company	\$244,070.50
Pearson Bros., Inc.	\$245,709.00
Engineer's Estimate	\$219,155.00

The low bidder for the project is Allied Blacktop Company, from Hanover, Minnesota. The low bid is approximately 11% above the Engineer's Estimate and the next lowest bid is approximately 1% over the low bid. A detailed bid abstract of all the bids and the engineer's estimate is attached for your review.

Based on past performance on similar projects in previous years, it is our opinion that Allied Blacktop Company is qualified to perform the work required under this contract. If deemed financially feasible, we hereby recommend that Allied Blacktop Company be awarded the contract based on the bid contract amount of \$244,070.50. Please keep their attached submitted documents for your records.

Sincerely,

Bolton & Menk, Inc.

Adam L. Jacobs, P.E.
City Engineer

Enclosure

ABSTRACT OF BIDS

2026 SEAL COATING
 CITY OF ST. JAMES, MN
 BMI PROJECT NO. 26X.143591

BID DATE: 5/21/2026
 TIME: 11:00 AM

ITEM NO.	MNDOT SPEC NO.	ITEM	APPROX. QUANT.	UNIT	Engineer's Estimate Bolton & Menk, Inc.		1 Allied Blacktop Company Maple Grove, MN		2 Pearson Bros., Inc. Hanover, MN	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	2021.501	MOBILIZATION	1	LUMP SUM	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00
2	2563.601	TRAFFIC CONTROL	1	LUMP SUM	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
3	2356.504	SEAL COAT	132770	SQ YD	\$1.50	\$199,155.00	\$1.65	\$219,070.50	\$1.70	\$225,709.00
TOTAL AMOUNT BID:						\$219,155.00		\$244,070.50		\$245,709.00

BID FORMS

2026 Seal Coating
City of St. James, MN
26X.143591

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: City of St. James, 1205 6th Avenue S., PO Box 70, St. James, MN 56081. Refer to the Advertisement for Bids for submittal location, format, and deadline for consideration.
- 1.02 This bid form is provided for Bidders reference. The Bid must be submitted to City of St. James electronically through QuestCDN.
- 1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;

ARTICLE 3—BASIS OF BID

- 3.01 Unit Price Bids
 - A. Bidder will perform the Work listed in the Bid Schedule at the indicated unit prices.
 - B. Bidder acknowledges that:
 1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
 2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 5.01 Bid Acceptance Period
 - A. This Bid will remain subject to acceptance for 61 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 Instructions to Bidders

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 Receipt of Addenda

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder’s Representations

- A. In submitting this Bid, Bidder represents the following:
 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

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8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 6.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
5. By signing this Bid, Bidder certifies under oath that Bidder is in compliance with each of the minimum criteria listed in Minnesota Statute § 16C.285 Subdivision 3, with the exception of clause (7) "RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED", at the time of submitting this bid. Bidder acknowledges that if Bidder's certification is later found to be false, it may result in the termination of a construction contract that has already been awarded. Bidder also acknowledges that Owner is not liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor falsely verified that it meets the minimum criteria.


BIDDER hereby submits this Bid as set forth above:

Bidder:

Allied Blacktop Company

(typed or printed name of organization)

By:



(individual's signature)

Name: Brent Capistrant

(typed or printed)

Title: President

(typed or printed)

Date: 5/21/2026

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:



(individual's signature)

Name: Jeremy Swenson

(typed or printed)

Title: Corporate Secretary

(typed or printed)

Date: 5/21/2026

(typed or printed)

Address for giving notices:

10503 89th Ave N.

Maple Grove, MN 55369

Bidder's Contact:

Name: Matt Dolecki

(typed or printed)

Title: Estimator/Project Manager

(typed or printed)

Phone: (763) 425-0575

Email: M.Dolecki@Alliedincmn.com

Address:

10503 89th Ave N.

Maple Grove, MN 55369

Bidder's Contractor License No.: (if applicable) N/A

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BIDDING SCHEDULE

2026 SEAL COATING
CITY OF ST. JAMES, MN
BMI PROJECT NO. 26X.143591

ONLY ONE BIDDING SCHEDULE from each BIDDER shall be considered for the project. When more than one BIDDING SCHEDULE from an individual BIDDER is received only the last submittal meeting the bidding requirements shall be considered and all other copies shall be left unopened.

BIDDER agrees to perform all of the work described in the CONTRACT DOCUMENTS for the following unit prices:

NOTE: BIDS shall include sales tax and all applicable taxes and fees.

BIDDER must fill in unit prices in numerals, make extension for each item, and total.

CY (LV) = Cubic Yards, Loose Volume

CY (CV) = Cubic Yards, Compacted Volume (Measured in Place)

(P)=Planned Quantity Basis of Measurement

ITEM NO.	MNDOT SPEC NO.	ITEM	APPROX. QUANT.	UNIT	UNIT PRICE	AMOUNT
1	2021.501	MOBILIZATION	1	LUMP SUM	\$15,000.00	\$15,000.00
2	2563.601	TRAFFIC CONTROL	1	LUMP SUM	\$10,000.00	\$10,000.00
3	2356.504	SEAL COAT	132770	SQ YD	\$1.65	\$219,070.50
TOTAL AMOUNT BID:						\$ 244,070.50

Submitted Electronically

CNA SURETY

Bid Bond

Bond No. n/a

CONTRACTOR:
(Name, legal status and address)
Allied Blacktop Company
10503 89th Avenue North
Maple Grove, MN 55369

SURETY: Western Surety Company: South Dakota Corporation
(Name, legal status and principal place of business)
151 N. Franklin Street
17th Floor
Chicago, IL 60606

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

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

OWNER:
(Name, legal status and address)

City of St. James

BOND AMOUNT: *Five Percent (5%) of total bid amount*

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

2026 Seal Coating

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

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

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

Signed and sealed this 21st day of May, 2026.

[Signature]
(Witness)

Allied Blacktop Company
(Principal) *[Signature]* *(Seal)*

(Title) Brent Capistrant, President
Western Surety Company

(Surety) *[Signature]* *(Seal)*

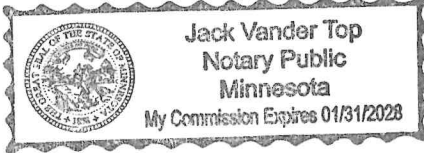
[Signature]
(Witness)


(Title) Nicole M. Coty, Attorney-in-fact

CORPORATE ACKNOWLEDGMENT

STATE OF Minnesota
COUNTY OF Hennepin

On the 21st day of May, 2026, before me personally appeared, Brent Capistrant to me, who being duly sworn, did depose and say: that s/he resides in Minnesota that s/he is the President of the Allied Blacktop Company 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)  Jack Vander Top
Notary Public
Minnesota
My Commission Expires 01/31/2028

Notary Public 

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA
COUNTY OF Dakota

On the 21st 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)  SIERRA JOY MCQUOID
Notary Public
Minnesota
My Commission Expires Jan. 31, 2030

Notary Public 

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

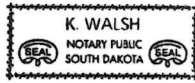
Larry Kasten, Vice President

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

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 21st 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 / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

BID FORMS

2026 Seal Coating
City of St. James, MN
26X.143591

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: City of St. James, 1205 6th Avenue S., PO Box 70, St. James, MN 56081. Refer to the Advertisement for Bids for submittal location, format, and deadline for consideration.
- 1.02 This bid form is provided for Bidders reference. The Bid must be submitted to City of St. James electronically through QuestCDN.
- 1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;

ARTICLE 3—BASIS OF BID

- 3.01 Unit Price Bids
 - A. Bidder will perform the Work listed in the Bid Schedule at the indicated unit prices.
 - B. Bidder acknowledges that:
 1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
 2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 5.01 Bid Acceptance Period
 - A. This Bid will remain subject to acceptance for 61 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 Instructions to Bidders

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 Receipt of Addenda

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder’s Representations

- A. In submitting this Bid, Bidder represents the following:
 - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 - 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
 - 7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

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8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 6.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
5. By signing this Bid, Bidder certifies under oath that Bidder is in compliance with each of the minimum criteria listed in Minnesota Statute § 16C.285 Subdivision 3, with the exception of clause (7) "RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED", at the time of submitting this bid. Bidder acknowledges that if Bidder's certification is later found to be false, it may result in the termination of a construction contract that has already been awarded. Bidder also acknowledges that Owner is not liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor falsely verified that it meets the minimum criteria.

BIDDER hereby submits this Bid as set forth above:

Bidder:

PEARSON Bros., Inc.

(typed or printed name of organization)

By:

JACK G PEARSON

(individual's signature)

Name: JACK PEARSON

(typed or printed)

Title: President

(typed or printed)

Date: 5/20/20

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

RW PEARSON

(individual's signature)

Name: RUSSELL PEARSON

(typed or printed)

Title: Vice President

(typed or printed)

Date: 5/20/20

(typed or printed)

Address for giving notices:

11079 Lamont Avenue

Hanover, MN 55341

Bidder's Contact:

Name: JACK PEARSON

(typed or printed)

Title: president

(typed or printed)

Phone: 763-391-6622

Email: office@pearsonbrosginc.com

Address:

11079 Lamont Ave NE
Hanover, MN 55341

Bidder's Contractor License No.: (if applicable)

BIDDING SCHEDULE

2026 SEAL COATING
CITY OF ST. JAMES, MN
BMI PROJECT NO. 26X.143591

ONLY ONE BIDDING SCHEDULE from each BIDDER shall be considered for the project. When more than one BIDDING SCHEDULE from an individual BIDDER is received only the last submittal meeting the bidding requirements shall be considered and all other copies shall be left unopened.

BIDDER agrees to perform all of the work described in the CONTRACT DOCUMENTS for the following unit prices:

NOTE: BIDS shall include sales tax and all applicable taxes and fees.

BIDDER must fill in unit prices in numerals, make extension for each item, and total.

CY (LV) = Cubic Yards, Loose Volume

CY (CV) = Cubic Yards, Compacted Volume (Measured in Place)

(P)=Planned Quantity Basis of Measurement

ITEM NO.	MNDOT SPEC NO.	ITEM	APPROX. QUANT.	UNIT	UNIT PRICE	AMOUNT
1	2021.501	MOBILIZATION	1	LUMP SUM	\$10,000.00	\$10,000.00
2	2563.601	TRAFFIC CONTROL	1	LUMP SUM	\$10,000.00	\$10,000.00
3	2356.504	SEAL COAT	132770	SQ YD	\$1.70	\$225,709.00
TOTAL AMOUNT BID:						\$ 245,709.00

Submitted Electronically

BID SECURITY FORM

Bidder Name: Pearson Bros., Inc. Address (principal place of business): 11079 Lamont Avenue N.E. Hanover, MN 55341	Surety Name: Merchants Bonding Company (Mutual) Address (principal place of business): P.O. Box 14498 Des Moines, IA 50306-3498
Owner Name: City of St. James Address (principal place of business): 1205 6th Avenue S., PO Box 70 St. James, MN 56081	Bid Project (name and location): 2026 Seal Coating - St. James, MN Bid Due Date: May 21, 2026
Bond Penal Sum: Five Percent of the Total Amount Bid (5%) Date of Bond: May 18, 2026	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Pearson Bros., Inc.	Surety Merchants Bonding Company (Mutual)
By: <u>Jack E. Pearson</u> <small>(Full formal name of Bidder)</small> <small>(Signature)</small>	By: <u>Joshua R Loftis</u> <small>(Full formal name of Surety) (Corporate seal)</small> <small>(Signature) (Attach Power of Attorney)</small>
Name: <u>Jack E. Pearson</u> <small>(Printed or typed)</small>	Name: <u>Joshua R Loftis</u> <small>(Printed or typed)</small>
Title: <u>President</u>	Title: <u>Attorney-in-Fact</u>
Attest: <u>Morgan Pearson</u> <small>(Signature)</small>	Attest: <u>Lin Ulven</u> <small>(Signature)</small>
Name: <u>Morgan Pearson</u> <small>(Printed or typed)</small>	Name: <u>Lin Ulven</u> <small>(Printed or typed)</small>
Title: <u>Office Manager</u>	Title: <u>Witness as to Surety</u>
<small>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</small>	



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

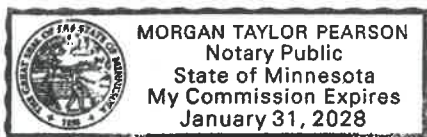
ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF Minnesota)

COUNTY OF Wright)

On this 20th day of May, in the year 2020, before me personally appeared Jack E. Pearson, President of Pearson Bros., Inc., known to me to be the person whose name is subscribed to the instrument, and acknowledge that he/she executed the same.

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



[Signature], Notary Public
My Commission Expires: January 31st, 2028

ACKNOWLEDGEMENT OF SURETY

STATE OF Minnesota)

COUNTY OF Hennepin)

On this 18th day of May, in the year 2020, before me personally come(s) Joshua R Loftis, Attorney-in-Fact of Merchants Bonding Company (Mutual), with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is the Attorney-in-Fact of Merchants Bonding Company (Mutual), the company described in and which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said Company, and that he/she signed said instrument as Attorney-in-Fact of the said Company by like order.

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



[Signature], Notary Public
My Commission Expires: January 31, 2030

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alissa Cahalan; Anne Crowner; Ashlea McCaughey; Austin Muehlschlegel; Ben Williams; Brian J Oestreich; Brian M Deimerty; Cameron M Burt; Colby D White; Connor Oberg; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Graydon Dotson; Greg Krier; Jamie Gifford; Jay D Freiermuth; Jenni Marino; Jessie Allen; Joe Tiernan; John Cord; Joshua R Loftis; Kate Zanders; Keeton Welch; Kristine M Becks; Lindsey Minutillo; Mark R DeWitt; Mark Sweigart; Melinda C Blodgett; Michelle Morrison; Michelle R Gruis; Nathan Weaver; Nicole Stillings; R C Bowman; Ryan Olivia E Lundy; Sandra M Engstrum; Sara Huston; Sarah C Brown; Seth Rooker; Taylor Fogle; Ted Jorgensen; Tim McCulloh; Todd Bengford; Zach Fuller

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of March, 2026

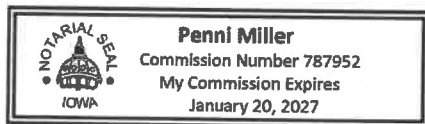


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of March, 2026, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Penni Miller
Notary Public

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

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 18th day of May, 2026



Elisabeth Sandersfeld
Secretary