SECTION 1.3

BID

In compliance with the Notice of Public Hearing and Notice to Bidders and subject to all conditions thereof the Undersigned (hereinafter called the BIDDER) hereby proposes and agrees to furnish all necessary labor, materials, equipment, and supplies and to construct Proposed Sidewalk Improvements - 2023, for the City of Bloomfield, Iowa (hereinafter called the OWNER), all in accordance with the Drawings, Specifications, and other Contract Documents prepared by French-Reneker-Associates, Inc., Engineers & Surveyors, Fairfield, Iowa, (hereinafter called the Engineer) for the prices set forth in the attached Schedule of Pay Items.

The BIDDER has examined the location of the proposed work, the Drawings, Specifications, and other Contract Documents and is familiar with the local conditions at the place where the work is to be performed.

The BIDDER agrees to execute the Agreement included as one of the Contract Documents, and to furnish Performance and Payment Bonds, each in an amount equal to 100% of the Contract amount, within ten (10) days after notice is mailed to the BIDDER's Business Address that his bid has been accepted by the OWNER.

The BIDDER agrees and certifies that this bid has been arrived at independently, without consultation, communication, or agreement with any other bidder or with any competition.

The BIDDER hereby acknowledges receipt of the following Addenda:

Addendum No.	Dated
1	July 31 2023

SCHEDULE OF PAY ITEMS
PROPOSED SIDEWALK IMPROVEMENTS
CITY OF BLOOMFIELD, IOWA
Project No. 22-012
2023

Item No.	Description	Quantity	Unit	Unit Price	Extension
1.	Excavation, Class 13	185	C.Y.	25	4625
2.	Special Backfill	25	C.Y.	48	1200
3.	Pavement Removal	360	S.Y.	25	9000
4.	Sidewalk Removal	529	S.Y.	22	11638
5.	Modified Subbase, 6"	95	C.Y.	48	4560
6.	Subdrain, Longitudinal, 4"	310	L.F.	28	8680
7.	Subdrain Outlet, DR-303	1	Each	450	450
8.	Storm Sewer, Trenched, HDPE, 12"	156	L.F.	60	9360
9.	Storm Sewer Intake, SW-501	1	Each	8000	8000
10.	Pavement, 7" Class C, PCC, Reinforced	334	S.Y.	120	40080
11.	PCC Vault Footing, 8" Reinforced	11	Each	4500	49,500
12.	Sidewalk, 6" Reinforced, PCC, Over Vaults	15	S.Y.	135	2025
13.	Sidewalk, 5" Reinforced, PCC	313	S.Y.	72	22536
14.	Detectable Warning Panels	52	S.F.	60	3120
15.	Permeable Pavers	1,400	S.F.	25	35 000
16.	Storage Aggregate	35	C.Y.	51	1785
17.	Filter Aggregate	17.5	C.Y.	57	997.50
18.	Bedding Aggregate	10	C.Y.	51	510
19.	Impermeable Liner	630	S.Y.	10	6300
20.	Engineering Fabric	750	S.Y.	12	9000
21.	Bioretention Cell	236	S.F.	32	7552
22.	Cleanout Drain	1	Each	400	400
23.	Curb Opening Casting and Splash Pad	1	Each	5,000	5000
24.	PVC Sleeve for Water Shut-offs	10	Each	600	6000
25.	Filter Sock, 6" Diameter	50	L.F.	10	500
26.	Vibration Monitoring	1	L.S.	47 800	47800
27.	Traffic Control	1	L.S.	5000	5000
28.	Mobilization	1	L.S.	2000	2000
				TOTAL AMOUNT BID	302,618.50

Liquidated damages have been computed by the OWNER to cover additional costs to the OWNER should the BIDDER fail to complete the work by the stated completion date. Liquidated damages are difficult to determine with accuracy, however the BIDDER agrees that the amount stated is a reasonable sum and is acknowledged to be proper by the BIDDER's signature on this Bid.

The BIDDER agrees that if the BIDDER fails to complete the work by December 15, 2023, the BIDDER will pay the OWNER liquidated damages in the amount of $500 per each consecutive calendar day that the work on the Contract remains uncompleted after the end of the Contract period, with due allowance for extensions of the Contract period.

The BIDDER understands that the OWNER reserves the right to reject any or all bids or to waive any formality or technicality in any bid in the interest of the OWNER.

The above bid is hereby respectfully submitted by:

Leffler Dirtworks LLC

BIDDER (Insert full name of the corporation, partnership, or individual, as applicable)

Chad Leffler — owner

BY (Signature) — TITLE

Chad Leffler — 641-226-2231

(Please Print or Type Name) — PHONE NUMBER

2272 320th St

BUSINESS ADDRESS

Oskaloosa — IA — 52577

CITY — STATE — ZIP

8-14-23

DATE

RECIPROCAL RESIDENT BIDDER PREFERENCE STATEMENT

This form <u>must</u> be submitted with the bid.

The State of Iowa, its agencies, and its political subdivisions, including cities, school districts, and public utilities are required by Iowa Code Section 73A.21 to require a reciprocal resident bidder and resident labor force preference.

A "Resident Bidder" as defined by Iowa Code Section 73A.21, means a person or entity authorized to transact business in the State of Iowa and having a place of business for transacting business within the state at which it is conducting and has conducted business for at least three years prior to the date of the first advertisement for the public improvement. If another state or foreign country has a more stringent definition of a resident bidder, the more stringent definition is applicable as to bidders from the state or foreign country.

A resident bidder shall be allowed a preference against a nonresident bidder from a state or foreign country other than Iowa if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is resident.

The bidder specifies that it is (**<u>one</u>** of the following **<u>must</u>** be selected):

<u>A Resident Bidder</u>

Company Name: Leffler Dirtworks LLC

By: _____ *(name of individual authorized to sign)*

Chad Leffler
Print Name

OR:

<u>A Nonresident Bidder</u>

From: _____
(State or Country)

State whether any preference as described above is in effect in the nonresident bidder's state or country at the time of this bid and identify the source of the regulation:

_____

_____

_____

Company Name: _____

By: _____ *(name of individual authorized to sign)*

_____
Print Name

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SECTION 1.4

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

Leffler DirtWorks, LLC as Principal, and

Great Midwest Insurance Company

as Surety are held and firmly bound unto the _____

City of Bloomfield, Iowa of Bloomfield,

Iowa, hereinafter called "OWNER", in the penal sum of _____

Ten Percent (10%) of the Total Bid Amount Dollars ($ 302,618.50)

lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The condition of this obligation is such that whereas the Principal has submitted the accompanying bid, dated August 15th, 2023, for the Proposed Sidewalk Improvements - Bloomfield, Iowa - 2023 Project.

NOW THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form specified and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

By virtue of statutory authority, the full amount of this bid bond shall be forfeited to the Owner in liquidation of damages sustained in the event the Principal fails to execute the contract and provide the bond as provided in the specifications or by law.

The Surety, for value received, hereby stipulates and agrees the obligations of said Surety and its bond shall be in no way impaired or affected by any extensions of the time within which the Owner may accept such Bid or execute such contract; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations, have caused their corporate seals to be hereto affixed and these presents to be signed by their proper offices this 15th day of August, 2023.

Leffler DirtWorks, LLC
Principal (Legal Name of Bidder)

Witness - Signature

By Donita Leffler - owner
Signature (Title)

Donita Leffler
(Typed or Printed Name)

GREAT MIDWEST INSURANCE COMPANY
CORPORATE SEAL
TEXAS CORPORATION

Great Midwest Insurance Company
Surety

Witness – Signature

By
(Attorney-in-Fact)

Zach Matter
(Typed or Printed Name)

Attach Power-of-Attorney

IMPORTANT – Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Zach Matter, Zach Mefferd, Tina Bockholt, Ryan Swalve, Havilah Watson

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars ($10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

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

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

GREAT MIDWEST INSURANCE COMPANY
CORPORATE SEAL
TEXAS CORPORATION

GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

CHRISTINA BISHOP
Notary Public, State of Texas
Comm. Expires 04-14-2025
Notary ID 131090488

BY

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 15th Day of August, 2023.

GREAT MIDWEST INSURANCE COMPANY
CORPORATE SEAL
TEXAS CORPORATION

BY

Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.