

**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
<u>1</u>	<u>7/31/23</u>
_____	_____
_____	_____
_____	_____

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.	35 <sup>00</sup>	6,475
2.	Special Backfill	25	C.Y.	100	2,500
3.	Pavement Removal	360	S.Y.	30	10,800
4.	Sidewalk Removal	529	S.Y.	30	15,870
5.	Modified Subbase, 6"	95	C.Y.	90	8,550
6.	Subdrain, Longitudinal, 4"	310	L.F.	32 <sup>50</sup>	10,075
7.	Subdrain Outlet, DR-303	1	Each	750	750
8.	Storm Sewer, Trenched, HDPE, 12"	156	L.F.	60	9,360
9.	Storm Sewer Intake, SW-501	1	Each	8,000	8,000
10.	Pavement, 7" Class C, PCC, Reinforced	334	S.Y.	125	41,750
11.	PCC Vault Footing, 8" Reinforced	11	Each	4,000	44,000
12.	Sidewalk, 8" Reinforced, PCC, Over Vaults	15	S.Y.	750	11,250
13.	Sidewalk, 5" Reinforced, PCC	313	S.Y.	115	35,995
14.	Detectable Warning Panels	52	S.F.	75	3,900
15.	Permeable Pavers	1,400	S.F.	37 <sup>50</sup>	52,500
16.	Storage Aggregate	35	C.Y.	100	3,500
17.	Filter Aggregate	17.5	C.Y.	100	1,750
18.	Bedding Aggregate	10	C.Y.	100	1,000
19.	Impermeable Liner	630	S.Y.	15	9,450
20.	Engineering Fabric	750	S.Y.	5	3,750
21.	Bioretention Cell	236	S.F.	55	12,980
22.	Cleanout Drain	1	Each	1,000	1,000
23.	Curb Opening Casting and Splash Pad	1	Each	1,000	1,000
24.	PVC Sleeve for Water Shut-offs	10	Each	275	2,750
25.	Filter Sock, 6" Diameter	50	L.F.	10	500
26.	Vibration Monitoring	1	L.S.	58,000	58,000
27.	Traffic Control	1	L.S.	15,000	15,000
28.	Mobilization	1	L.S.	50,500	50,500
<b>TOTAL AMOUNT BID</b>					<b>422,955</b>

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:

Tk Concrete, Inc.  
BIDDER (Insert full name of the corporation, partnership, or individual, as applicable)

Tony Ver Meer President  
BY (Signature) TITLE

Tony Ver Meer 641-628-4590  
(Please Print or Type Name) PHONE NUMBER

1608 Fifield Road, PO Box 111  
BUSINESS ADDRESS

Pella IA 50219  
CITY STATE ZIP

8/15/23  
DATE

**RECIPROCAL RESIDENT BIDDER PREFERENCE STATEMENT**

***This form must 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 (one of the following must be selected):

**A Resident Bidder**

Company Name: Tic Concrete, Inc.

By: *Tony Vermeer* (name of individual authorized to sign)  
Tony Vermeer  
Print Name

**OR:**

**A Nonresident Bidder**

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

SECTION 1.4

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Wynn Company LLC

of 1502 LeClaire Street, Warsaw, IL 62379 as Principal, and

Philadelphia Indemnity 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 \*\*\*\*

\*\*\*Thirty Seven Thousand Five Hundred and No/100\*\*\* Dollars (\$) \*\*\*37,500.00\*\*\* )

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.

Chris Koltzenburg  
Witness - Signature

Wynn Company LLC  
Principal (Legal Name of Bidder)  
By Kate Koltzenburg Owner  
Signature (Title)  
Kate Koltzenburg Owner  
(Typed or Printed Name)

(Seal, if available)  
Michel Saucett  
Witness - Signature

Philadelphia Indemnity Insurance Company  
Surety  
By William Belpedio  
(Attorney-in-Fact)  
William Belpedio  
(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.

**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Thomas C. Burkaer, William Belpedio, or Michael Herranen of Viking Bond Services, Inc.**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto, and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

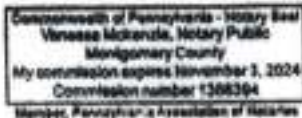


(Seal)

John Glomb, **President & CEO**  
Philadelphia Indemnity Insurance Company

On this 5<sup>th</sup> day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



residing at: Bala Cynwyd, PA

My commission expires: November 3, 2024

I, Edward Sayago, Corporate Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5<sup>th</sup> day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 15th day of August, 2023



Edward Sayago, Corporate Secretary  
**PHILADELPHIA INDEMNITY INSURANCE COMPANY**