

**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>July 31, 2023</u>
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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.	30 00	5,550 00
2.	Special Backfill	25	C.Y.	60 00	1,500 00
3.	Pavement Removal	360	S.Y.	10 00	3,600 00
4.	Sidewalk Removal	529	S.Y.	12 00	6,348 00
5.	Modified Subbase, 6"	95	C.Y.	70 00	6,650 00
6.	Subdrain, Longitudinal, 4"	310	L.F.	25 00	7,750 00
7.	Subdrain Outlet, DR-303	1	Each	500 00	500 00
8.	Storm Sewer, Trenched, HDPE, 12"	156	L.F.	95 00	14,820 00
9.	Storm Sewer Intake, SW-501	1	Each	4,000 00	4,000 00
10.	Pavement, 7" Class C, PCC, Reinforced	334	S.Y.	70 00	23,380 00
11.	PCC Vault Footing, 8" Reinforced	11	Each	1400 00	15,400 00
12.	Sidewalk, 6" Reinforced, PCC, Over Vaults	15	S.Y.	150 00	2,250 00
13.	Sidewalk, 5" Reinforced, PCC	313	S.Y.	58 00	18,154 00
14.	Detectable Warning Panels	52	S.F.	30 00	1,560 00
15.	Permeable Pavers	1,400	S.F.	50 00	70,000 00
16.	Storage Aggregate	35	C.Y.	50 00	1,750 00
17.	Filter Aggregate	17.5	C.Y.	60 00	1,050 00
18.	Bedding Aggregate	10	C.Y.	45 00	450 00
19.	Impermeable Liner	630	S.Y.	18 00	11,340 00
20.	Engineering Fabric	750	S.Y.	5 00	3,750 00
21.	Bioretention Cell	236	S.F.	75 00	17,700 00
22.	Cleanout Drain	1	Each	300 00	300 00
23.	Curb Opening Casting and Splash Pad	1	Each	1,300 00	1,300 00
24.	PVC Sleeve for Water Shut-offs	10	Each	80 00	800 00
25.	Filter Sock, 6" Diameter	50	L.F.	50 00	2,500 00
26.	Vibration Monitoring	1	L.S.	62,000 00	62,000 00
27.	Traffic Control	1	L.S.	7,500 00	7,500 00
28.	Mobilization	1	L.S.	12,000 00	12,000 00
<b>TOTAL AMOUNT BID</b>					<b>303,902 00</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:

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

Heaton Koltzenburg BY (Signature) Owner TITLE

Heaton Koltzenburg (Please Print or Type Name) 309-333-2661 PHONE NUMBER

1502 LeClair Street  
BUSINESS ADDRESS

Warsaw CITY Illinois STATE 62379 ZIP

08-15-2023  
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: \_\_\_\_\_

By: \_\_\_\_\_ (name of individual authorized to sign)

\_\_\_\_\_  
*Print Name*

**OR:**

**A Nonresident Bidder**

From: Illinois \_\_\_\_\_  
(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:

No Preference  
\_\_\_\_\_  
\_\_\_\_\_

Company Name: Wynn Company \_\_\_\_\_

By: Heaton Koltzenburg Owner \_\_\_\_\_ (name of individual authorized to sign)

Heaton Koltzenburg owner  
\_\_\_\_\_  
*Print Name*



**CONTRACTOR REGISTRATION  
CERTIFICATE**

**STATE OF IOWA  
DIVISION OF LABOR**

150 Des Moines St, Des Moines, IA 50309  
Phone: 515-242-5871 | FAX: 515-725-2427  
[www.iowacontractor.gov](http://www.iowacontractor.gov) | [contractor.registration@iwd.iowa.gov](mailto:contractor.registration@iwd.iowa.gov)

DATE ISSUED:  
**03/21/2023**

DATE EXPIRES:  
**03/21/2024**

REGISTRATION NUMBER:  
**C144869**

WYNN COMPANY, LLC  
1502 LECLAIRE ST  
WARSAW, IL 62379

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Larry Johnson, Labor Commissioner

**SECTION 1.4**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we TK Concrete, Inc.  
\_\_\_\_\_ as Principal, and  
Old Republic Surety Company  
\_\_\_\_\_ as Surety are held and firmly bound unto the City of Bloomfield  
\_\_\_\_\_ of Bloomfield  
\_\_\_\_\_, Iowa, hereinafter called "OWNER", in the penal sum of Ten Percent (10%)  
\_\_\_\_\_ of the Total Bid Amount \_\_\_\_\_ Dollars (\$) )

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.

Jenken Meier  
Witness - Signature

TK Concrete, Inc.  
Principal (Legal Name of Bidder)  
By Tony Vermeer President  
Signature (Title)  
Tony Vermeer  
(Typed or Printed Name)

(Seal, if available)  
Mia Bockholt  
Witness - Signature

Old Republic Surety Company  
Surety  
By Zachary Matter  
(Attorney-in-Fact)  
Zachary 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.



# 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:

**RYAN O. SWALVE, ZACHARY MEFFERD, ZACHARY MATTER,**

HAVILAH WATSON of WEST DES MOINES, IA

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 29th day of September, 2022

*Karen J. Halfner*  
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

*Alan Pavlic*  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 29th day of September, 2022, personally came before me, Alan Pavlic and Karen J Halfner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



*Kathryn R. Pearson*  
Notary Public

My Commission Expires: September 28, 2026

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

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



40-0605

Signed and sealed at the City of Brookfield, WI this 15 day of August, 2022

*Karen J. Halfner*  
Assistant Secretary

ORSC 22862 (3-06)

ZIP BONDS