

SECTION 00 41 00

BID

CITY OF OELWEIN  
OELWEIN, IOWA  
OELWEIN NE SANITARY SEWER IMPROVEMENTS  
CONTRACT 2-2023

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ARTICLE 1–BID RECIPIENT

1.01 Bids to be received until 11 A.M. local time, May 2, 2023.

1.02 This Bid is submitted to: City of Oelwein  
20 Second Avenue Southwest  
Oelwein, IA 50662

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–BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

2.01 Bid Acceptance Period

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

2.02 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.

2.03 In submitting this Bid, Bidder represents the following:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following addenda:

Date:	Addendum Number:
<u>          N/A          </u>	<u>          N/A          </u>
<u>                          </u>	<u>                          </u>
<u>                          </u>	<u>                          </u>

2.04 Bidder will sign and deliver the required number of counterparts of the Agreement with the bonds, insurance certificates, and other documents required by the Bidding Requirements within 15 days after the date of OWNER's Notice of Award.

**ARTICLE 3—BIDDER'S REPRESENTATIONS**

**3.01 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.
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.

#### ARTICLE 4–BIDDER’S CERTIFICATIONS

##### 4.01 Bidder certifies the following:

A. 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.

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

C. Bidder has not solicited or induced any individual or entity to refrain from Bidding.

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. 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.

2. 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.

3. 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.

4. 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.

**ARTICLE 5-BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

The following abbreviations may be used in this Bid:

CIP	-	Complete in Place	LS	-	Lump Sum
CY	-	Cubic Yard	LT	-	Left
DI	-	Ductile Iron	MBF	-	Thousand Board Feet
DIA	-	Diameter	MFOB	-	Thousand Freight-On-Board
EA	-	Each	MH	-	Manhole
EST	-	Estimate(d)	RCP	-	Reinforced Concrete Pipe
EXCL	-	Excluding	RT	-	Right
FT	-	Feet	SF	-	Square Foot
GAL	-	Gallon	STA	-	Station
HERCP	-	Horizontal Elliptical RCP	SY	-	Square Yard
HRS	-	Hours	T	-	Ton
IN	-	Inch	VLF	-	Vertical Linear Foot
INCL	-	Including	W/	-	With
LBS	-	Pounds	W/O	-	Without
LF	-	Linear Foot			

**BIDDERS SHOULD NOT ADD ANY CONDITIONS OR QUALIFYING STATEMENTS TO THIS BID OR THE BID MAY BE DECLARED IRREGULAR AS NOT BEING RESPONSIVE TO THE INSTRUCTIONS TO BIDDERS.**

BID

CITY OF OELWEIN  
OELWEIN, IOWA  
OELWEIN NE SANITARY SEWER IMPROVEMENTS  
CONTRACT 2-2023

The following prices per item shall be for furnishing and installing the various items of material and work as specified and shown on the drawings. Bidder agrees to perform the Work as shown on the Drawings and described in the Specifications for the following listed prices. Bidder acknowledges that unit prices have been computed in accordance with Paragraph 13.03 of the General Conditions. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

NOTE: A price must be bid for each item in the Bid, even though the estimated quantity is zero. Unbalanced or unreasonable unit prices may cause rejection of the Bid.

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
<b>Division 02—Earthwork</b>					
2.01	Topsoil Strip, Stockpile, and Repread	1	LS	\$ 33,139.00	\$ 33,139.00
2.02	Excavation for Roadway	1,231	CY	\$ 13.30	\$ 16,372.30
2.03	Granular Subbase, Furnish	6,361	SY	\$ 9.05	\$ 57,567.05
2.04	Subgrade Preparation, 12-IN	6,361	SY	\$ 2.85	\$ 18,128.85
2.05	Subgrade Treatment, Geogrid (Type 1)	6,361	SY	\$ 1.70	\$ 10,813.70
2.06	Removal of Structure, Sanitary MH	11	EA	\$ 1098.00	\$ 12078.00
<b>Division 03—Trench Excavation and Backfill</b>					
3.01	Trench Foundation	300	T	\$ 23.40	\$ 7020.00
3.02	Replacement of Unsuitable Backfill Material	100	CY	\$ 40.30	\$ 4030.00
3.03	Trench Compaction Testing	1	LS	\$ 7500.00	\$ 7500.00
<b>Division 04—Sewers and Drains</b>					
4.01	Sanitary Sewer Gravity Main, Trenched, 8-IN	25	LF	\$ 69.60	\$ 1740.00
4.02	Sanitary Sewer Gravity Main, Trenched, 12-IN	1,730	LF	\$ 136.50	\$ 236,145.00
4.03	Sanitary Sewer Gravity Main, Trenched, 15-IN	251	LF	\$ 122.50	\$ 30,747.50
4.04	Sanitary Sewer Service, PVC Wye and Connection to Existing	26	EA	\$ 1237.00	\$ 32,162.00
4.05	Connect Proposed Sanitary Pipe to Existing Pipe	10	EA	\$ 316.00	\$ 3160.00
4.06	Sanitary Sewer Service, PVC	459	LF	\$ 94.00	\$ 43,146.00
4.07	Sanitary Sewer Gravity Main, Trenchless, 15-IN	100	LF	\$ 869.00	\$ 86,900.00

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
4.08	Bypass Pumping	1	LS	\$ 43,577.00	\$ 43,577.00
4.09	Sanitary Sewer CIPP, 10-IN O.D.	371	LF	\$ 116.00	\$ 40,810.00
4.10	Sanitary Sewer Gravity Main, Trenched, 8-IN	25	LF	\$ 69.60	\$ 1,740.00
<b>Division 06—Structures for Sanitary and Storm Sewers</b>					
6.01	MH, Sanitary Sewer, SW-301, 48-IN	10	EA	\$ 5387.00	\$ 53,870.00
6.02	Connect to Existing Structure	2	EA	\$ 3700.00	\$ 7400.00
<b>Division 07—Streets and Related Work</b>					
7.01	Removal of Sidewalk	21	SY	\$ 21.00	\$ 441.00
7.02	Removal of Driveway, PCC	38	SY	\$ 34.90	\$ 1326.20
7.03	Removal of Curb and Gutter	70	LF	\$ 21.00	\$ 1470.00
7.04	Removal of Pavement	5,641	SY	\$ 4.90	\$ 27,640.90
7.05	Sidewalk, PCC, 4-IN	8	SY	\$ 79.90	\$ 639.20
7.06	Sidewalk Ramp, PCC, 6-IN	33	SY	\$ 76.50	\$ 2524.50
7.07	Detectable Warnings	40	SF	\$ 40.00	\$ 1600.00
7.08	Driveway, Paved, PCC, 6-IN	55	SY	\$ 75.30	\$ 4141.50
7.09	Driveway, Granular	80	SY	\$ 13.20	\$ 1056.00
7.10	PCC Curb and Gutter	70	SY	\$ 143.00	\$ 10,010.00
7.11	Pavement, HMA, 6-IN	5,141	SY	\$ 46.80	\$ 240,598.80
7.12	Pavement, PCC, 7-IN	758	SY	\$ 61.00	\$ 46,238.00
<b>Division 08—Traffic Control</b>					
8.01	Temporary Traffic Control	1	LS	\$ 31,453.00	\$ 31,453.00
<b>Division 09—Site Work and Landscaping</b>					
9.01	Hydraulic Seeding, Fertilizing, and Mulching—Type 1	1	LS	\$ 8000.00	\$ 8000.00
9.02	Erosion Control Mulching, Hydromulching	1	LS	\$ 8000.00	\$ 8000.00
9.03	Filter Sock, 8-IN	500	LF	\$ 3.00	\$ 1500.00
9.04	Filter Socks, Removal	500	LF	\$ 1.00	\$ 500.00
<b>Division 11—Miscellaneous</b>					
11.01	Mobilization	1	LS	\$ 34,029.00	\$ 34,029.00
11.02	Maintenance of Postal Service	1	LS	\$ 1526.00	\$ 1526.00

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
11.03	Maintenance of Solid Waste Collection	1	LS	\$ 1176.00	\$ 1176.00
11.04	Stream Crossing	1	LS	\$ 47,044.00	\$ 47,044.00

COMPUTED TOTAL BID CONTRACT 2-2023 (ITEMS 2.01 THROUGH 11.04)

One million, two hundred and eighty-two Thousand, Dollars \$ 1,218,960.50  
 (Words) (Numbers)  
 nine hundred and sixty dollars and fifty cents.

ARTICLE 6–TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete on or before August 1, 2024 and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before October 1, 2024.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7–ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

- A. Required Bid security in the form of Bond  
(Certified Check, Bank Money Order, or Bond)
- B. Bidder Status Form.
- C. CDBG Form: Intent to Comply with Section 3.
- D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license, if applicable, within the time for acceptance of Bids.
- E. Where applicable, Bidder shall provide CONTRACTOR's License Number for the state of the Project, where noted at end of Bid or Bidder shall provide evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids.

ARTICLE 8–DEFINED TERMS

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

ARTICLE 9–COMMUNICATIONS

9.01 Communications concerning this Bid shall be addressed to the address of Bidder indicated below:

Name: Dave Schmitt Construction

Street: 250 50th Ave SW

City, State, Zip Code: Gedar Rapids, Iowa 52404

Phone No.: 319 365 8669 Fax No.: 319 365 2677

E-mail address: ben@daveschmittconstruction.com

ARTICLE 10–BID SUBMITTAL

Submitted on 5/2/23

State Contractor License Number 0095776 (if applicable).



If Bidder is:

An Individual

By: \_\_\_\_\_  
(Individual's signature)

Name (typed or printed): \_\_\_\_\_

Doing business as: \_\_\_\_\_  
Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

E-mail address: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_  
By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_  
Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

E-mail address: \_\_\_\_\_

A Corporation

Corporation Name: Dave Schmitt Construction  
State of Incorporation: Iowa  
Type (General Business, Professional, Service, Limited Liability): General Business  
By: \_\_\_\_\_  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): John Berns

Title: CEO

Attest John Berns  
(Signature of Corporate Secretary)

Business address: 250 50th Ave SW

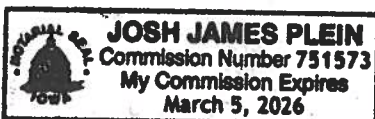
Phone No.: 319 365 8669 Fax No.: 319 365 2677

E-mail address: ben@daveschmittconstruction.com

Date of Qualification to do business in (State where the Project is located) is 7/1/1964

Sworn and subscribed to before me this  
2nd day of May, 2023

Notary Public or Other Officer  
Authorized to Administer Oaths.  
My Commission expires: 3-5-2026



Section 00 41 00-9  
7038.003/2-2023

*Handwritten signature*

*A Limited Liability Company* (Note: If member-managed, an authorized member must sign; if manager-managed, the authorized manager must sign. Attach evidence of authority to sign on behalf of LLC).

\_\_\_\_\_  
(Fill in complete name of LLC)

State of Formation: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_, [Member] [Manager]  
(Print Name)

Business Address: \_\_\_\_\_

Telephone.: \_\_\_\_\_

Email: \_\_\_\_\_

Fax: \_\_\_\_\_

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature of first joint venture partner -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature of second joint venture partner -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Phone No., Fax No., and postal and E-mail address for receipt of official communications:

\_\_\_\_\_  
\_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)



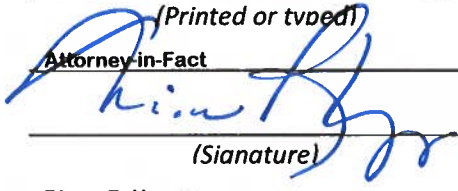
Sworn and subscribed to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_

Notary Public or Other Officer  
Authorized to Administer Oaths.  
My Commission expires: \_\_\_\_\_

END OF SECTION

**5% BID BOND**

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

<p><b>Bidder</b> Name: <b>Dave Schmitt Construction Co., Inc.</b> Address (principal place of business): <b>250 50th Ave SW Cedar Rapids, IA 52407-3909</b></p>	<p><b>Surety</b> Name: <b>United Fire &amp; Casualty Company</b> Address (principal place of business): <b>P.O. Box 73909 Cedar Rapids, IA 52407-3909</b></p>
<p><b>Owner</b> Name: <b>City of Oelwein, Iowa</b> Address (principal place of business): <b>20 Second Avenue SW Oelwein, IA 50662</b></p>	<p><b>Bid</b> Project (name and location): <b>Oelwein NE Sanitary Sewer Improvements Contract 2-2023 - City of Oelwein, Iowa</b></p> <p>Bid Due Date: <b>May 2, 2023</b></p>
<p><b>Bond</b> Penal Sum: <b>Five Percent (5%) of the Total Amount Bid</b> Date of Bond: <b>April 27, 2023</b></p>	
<p>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.</p>	
<p><b>Bidder</b> <b>Dave Schmitt Construction Co., Inc.</b> <i>(Full formal name of Bidder)</i></p> <p>By: <u></u> <i>(Signature)</i></p> <p>Name: <u>John Beaus</u> <i>(Printed or typed)</i></p> <p>Title: <u>LEO</u></p> <p>Attest: _____ <i>(Signature)</i></p> <p>Name: _____ <i>(Printed or typed)</i></p> <p>Title: _____</p>	<p><b>Surety</b> <b>United Fire &amp; Casualty Company</b> <i>(Full formal name of Surety) (corporate seal)</i></p> <p>By: <u></u> <i>(Signature) (Attach Power of</i></p> <p>Name: <u>Anne Crowner</u> <i>(Printed or typed)</i></p> <p>Title: <u>Attorney-in-Fact</u></p> <p>Attest: <u></u> <i>(Signature)</i></p> <p>Name: <u>Dione R. Young</u> <i>(Printed or typed)</i></p> <p>Title: <u>Witness to Surety</u></p>
<p><i>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.</i></p>	

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.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA  
 CERTIFIED COPY OF POWER OF ATTORNEY  
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department  
 118 Second Ave SE  
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

CRAIG E. HANSEN, JAY D. FREIERMUTH, BRIAN M. DEIMERLY, CINDY BENNETT, ANNE CROWNER, TIM MCCULLOH, STACY VENN, DIONE R. YOUNG, MICHELLE GRUIS, KATHLEEN BREWER, SETH D. ROOKER, SARA HUSTON, SHELBY GREINER, GINGER HOKE, JOHN CORD, JOE TIERNAN, JENNIFER MARINO, BEN WILLIAMS, KATE ZANDERS, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$ 100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

**“Article VI – Surety Bonds and Undertakings”**

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this

18th day of March, 2022



UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*  
 Vice President

State of Iowa, County of Linn, ss:

On 18th day of March, 2022, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; 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 corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Judith A. Jones*  
 Notary Public  
 My commission expires: 4/23/2024

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations  
 this 27th day of April 2023.



By: *Mary A. Bertsch*  
 Assistant Secretary,  
 UF&C & UF&I & FPIC



**CONSTRUCTION**  
BUILD MOMENTUM

**Attention:** Anne Crowner  
**Email:** [acrowner@holmesmurphy.com](mailto:acrowner@holmesmurphy.com)

**BID BOND RESULT FORM**

**CONTRACTOR:** Dave Schmitt Construction Co., Inc.

**BID DATE:** 05/02/2023

**OWNER:** City of Oelwein

**PROJECT:** Oelwein NE Sanitary Sewer Improvements - Contract 2-2023 - City of Oelwein, Iowa

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**The Surety asks that Bid Results be provided as soon as possible after the bid date. We would appreciate you completing this form and returning via e-mail at your earliest opportunity. Thank you!**

	<u>CONTRACTOR</u>	<u>BID</u>
1st	_____	\$ _____
2nd	_____	\$ _____
3rd	_____	\$ _____

If you are *not* one of the three lowest bidders:

My Bid: \_\_\_\_\_ \$ \_\_\_\_\_

If you were low, or were low and negotiating, evaluation of bids and award of contract is expected by \_\_\_/\_\_\_/\_\_\_.

# Bidder Status Form

## To be completed by all bidders

## Part A

Please answer "Yes" or "No" for each of the following:

- Yes  No My company is authorized to transact business in Iowa.  
*(To help you determine if your company is authorized, please review the worksheet on the next page).*
- Yes  No My company has an office to transact business in Iowa.
- Yes  No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- Yes  No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- Yes  No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

## To be completed by resident bidders

## Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: 7 / 1 / 1964 to 5 / 2 / 2023 Address: 258 50th Ave SW  
City, State, Zip: Cedar Rapids, Iowa 52404

Dates: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ to \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

Dates: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ to \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

You may attach additional sheet(s) if needed.

## To be completed by non-resident bidders

## Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

2. Does your company's home state or foreign country offer preferences to resident bidders, resident labor force preferences or any other type of preference to bidders or laborers?  Yes  No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

## To be completed by all bidders

## Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: Dave Schmitt Construction

Signature: Ben Had Date: 5/2/23

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156. This form has been approved by the Iowa Labor Commissioner.



## Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

Yes  No

My business is currently registered as a contractor with the Iowa Division of Labor.

Yes  No

My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.

Yes  No

My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.

Yes  No

My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.

Yes  No

My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.

Yes  No

My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.

Yes  No

My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.

Yes  No

My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.

Yes  No

My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.

Yes  No

My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.

Yes  No

My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

**SECTION 3 – CONTRACTOR INTENT TO COMPLY**

For Project (insert project name): Sewer Improvements

In (Insert City Name): Oelwein IEDA Project Number: 22-WS-021

Contractor Name: Daar Schmidt Construction hereinafter referred to as "CONTRACTOR."

Address: 250 Sible Ave SW City: Cedar Rapids State: IA Zip: \_\_\_\_\_

This form is the CONTRACTOR's official statement acknowledging their understanding that Section 3 requirements are mandatory for the proposed project which is funded in part with funds from the Department of Housing and Urban Development (HUD). The form also signifies the CONTRACTOR's intent to comply with the Section 3 requirements as outlined in the plans and specifications, including but not limited to, the intent to utilize Section 3 (low to moderate income) workers and subcontractors where possible and complying with all mandatory reporting related to Section 3 HUD guidelines.

In recognition of the intent to comply the CONTRACTOR indicates their compliance with the following certifications:

- YES If awarded a contract for this HUD-funded project, CONTRACTOR is able to determine employee's hourly wages and addresses.
- YES  NO Is this business a registered Section 3 business with the U.S. Department of Housing and Urban Development? You can search for Section 3 Businesses here: <https://hudapps.hud.gov/OpportunityPortal/>
- YES Willing to provide information on the hours worked by all employees, including Section 3 and Targeted Section 3 employees for this job?
- YES If the need to hire new employees during this job occurs, agree to hire Section 3 qualified employees for those job opportunities presuming all other qualifications are equal with qualified non Section 3 applicants?
- YES If the need to subcontract arises, willing to CONSIDER hiring and subcontracting with a Section 3 business registered with HUD. You can search for Section 3 Businesses here: <https://hudapps.hud.gov/OpportunityPortal/>

The CONTRACTOR estimates that the total hours worked on this project by employees of the CONTRACTOR will be 2720.

The CONTRACTOR recognizes that this contracting opportunity is subject to HUD Section requirements ([24 CFR Part 75](#)). The CONTRACTOR has read and understands the Section 3 requirements as generally described above and presented in the Section 3 contract language included in the procurement documents for this project (plans and specifications, request for qualification, request for proposals, etc.). If awarded a contract, the CONTRACTOR commits to following Section 3 requirements, as they apply to this project. If awarded a contract for this project, the CONTRACTOR agrees to provide reports to the project's Grant Administrator on a timely basis) regarding Section 3 efforts and accomplishments.

Ben Hesch  
Signature

5/2/23  
Date

Print Name: Ben Hesch

Title: Estimator