

SECTION 04113 - FORM OF PROPOSAL AND ALTERNATES FOR BUILDING CONSTRUCTION

Oelwein City Hall Renovation  
20 2<sup>nd</sup> Avenue SW  
Oelwein, IA 50662

DATE: 4/18/23  
ARCHITECT'S PROJECT NO: I1065.02

**PROPOSAL FOR GENERAL CONSTRUCTION**

The proposed project consists of a renovation and addition to the existing Oelwein City Hall. Project consists of a new ADA accessible entry addition and certain renovations to the building including new aluminum windows, acoustical tile ceilings, casework, finishes, plumbing, HVAC and electrical upgrades.

To: City of Oelwein  
20 2<sup>nd</sup> Avenue SW  
Oelwein, IA 50662

Name of Bidder: Matt Construction, Inc.  a corporation/ a partnership/ an

~~individual~~ (strike out Inapplicable terms) doing business as Matt Construction, Inc.

Address: 203 Y Avenue, Sumner IA 50674

Phone #: 563-578-8418

Project Manager Name: Steve Frost

Project Manager Email: mattco@iowatelecom.net

Contract Signatory: Kelly Matt

Contract Signatory Title: President

Contract Signatory Email: mattco@iowatelecom.net

CERTIFICATIONS Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Martin Gardner Architecture and the Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

The undersigned, having examined the contract documents and having familiarized himself with the nature of the work to be done and the conditions under which the work will be performed, in accordance with the drawings and specifications proposes to provide the required labor, services, materials and equipment, and to perform the work required for completion of the project at the price set forth hereafter.

ACKNOWLEDGEMENT OF ADDENDA: The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

- Addendum No. 1, dated 4/13/23
- Addendum No. 2, dated \_\_\_\_\_
- Addendum No. 3, dated \_\_\_\_\_
- Addendum No. 4, dated \_\_\_\_\_

**Base Bid:**

Eight hundred forty five thousand (\$ 845,000<sup>00</sup>)

**Alternate Bid A-1:**

[ADD]  [DEDUCT] Mark out one for the sum of:  
Fifty thousand (\$ 50,000<sup>00</sup>)

**Alternate Bid A-2:**

[ADD]  [DEDUCT] Mark out one for the sum of:  
Seventy five thousand (\$ 75,000<sup>00</sup>)  
to Proceed.

**Completion Dates:** Contractor shall achieve Substantial Completion for this project on  
11/30/2023 (Insert Date) of the Written Notice to Proceed with Final Completion no  
later than 12/31/2023 (Insert Date).

The undersigned bidder states that this proposal is made in conformity with contract documents and agrees that, in the event of any discrepancies or differences between any condition of his proposal and the contract documents prepared by Martin Gardner Architecture, P.C., Kyle D. Martin, A.I.A., the provisions of the latter shall prevail.

The contractor in submitting this proposal agrees that the above schedule is acceptable and that he has made all provisions in his proposal to deliver the project by the above date provided the Owner accepts the above proposal or combination of proposals and submits to the contractor a Notice to Proceed or a contract for construction within thirty (30) working days of the receipt of bids. If Notice to Proceed or the contract is received after thirty (30) days than that number of days shall be added to the above completion date.

All of the above to commence after receipt of either a written Notice to Proceed or the executed Agreement furnished by the Owner, subject to factors which may delay, extend, suspend or terminate the work as set forth in the contract documents.

The contractor hereby submits this proposal in an envelope marked with the project name and "Proposal". In a separate envelope accompanying the proposal shall be a Bid Bond as noted in the Instructions to Bidders. Mark this envelope with the project name and "Bid Bond"

BIDDER: Matt Construction, Inc. Corporate Seal (if any) N/A

BY: Kellen Matt  
(Authorized Signature)

TITLE: President

SECTION 004321 - ALLOWANCE FORM

1.1 BID INFORMATION

- A. Bidder: Matt Construction, Inc.
- B. Project Name: Oelwein City Hall Renovation
- C. Project Location: 20 2<sup>nd</sup> Avenue SW, Oelwein, IA 50662
- D. Owner: City of Oelwein
- E. Architect: Martin Gardner Architecture, P.C.
- F. Architect Project Number: I1065.02

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder certifies that Base Bid submission to which this Bid Supplement is attached includes those allowances described in the Contract Documents and scheduled in Section 012100 "Allowances."

1.3 SUBMISSION OF BID SUPPLEMENT

2023

- A. Respectfully submitted this 18th day of April, ~~2012~~
- B. Submitted By: Matt Construction, Inc.  
(Insert name of bidding firm or corporation).
- C. Authorized Signature:   
(Handwritten signature).
- D. Signed By: Kelly Matt  
(Type or print name).
- E. Title: President  
(Owner/Partner/President/Vice President).

END OF SECTION

SECTION 004393 - BID SUBMITTAL CHECKLIST

1.1 INFORMATION **Matt Construction, Inc.**

- A. Bidder: \_\_\_\_\_
- B. Project Name: Oelwein City Hall Renovation
- C. Project Location: 20 2<sup>nd</sup> Avenue SW, Oelwein, IA 50662
- D. Owner: City of Oelwein
- E. Architect: Martin Gardner Architecture, P.C.
- F. Architect Project Number: I1065.02

1.2 BIDDER'S CHECKLIST

- A. In an effort to assist the Bidder in properly completing all documentation required, the following checklist is provided for the Bidder's convenience. The Bidder is solely responsible for verifying compliance with bid submittal requirements.
- B. Attach this completed checklist to the outside of the Submittal envelope. Check box that items are completed.

No.	Item	Completed
1	Used the Bid Form provided in the Project Manual.	✓
2	Prepared the Bid Form as required by the Instructions to Bidders.	✓
3	Indicated on the Bid Form the Addenda received.	✓
4	Attached to the Bid Form: Bid Bond OR a certified check for the amount required.	✓
5	Bid envelope shows name and address of the Bidder.	✓
6	Bid envelope shows the Bidder's Contractor's License Number.	✓
7	Bid envelope shows name of Project being bid.	✓
8	Bid envelope includes allowance form.	✓
9	Envelopes are marked as to bid and bond and envelopes are sealed inside third envelope or stapled together.	✓
10	Verified that the Bidder can provide executed Performance Bond and Labor and Material Bond.	✓
11	Verified that the Bidder can provide Certificates of Insurance in the amounts indicated.	✓

END OF SECTION

**Bid Bond**

 **AIA** Document A310™ – 2010

**CONTRACTOR:**

*(Name, legal status and address)*

**MATT CONSTRUCTION, INC.**  
203 Y Ave  
Sumner, IA 50674

Bid Bond No. GR28282

**SURETY:**

*(Name, legal status and principal place of business)*

**Granite Re, Inc.**  
14001 Quailbrook Drive  
Oklahoma City, OK 73134

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 Oelwein**  
20 2nd Ave SW  
Oelwein, IA 50662

**BOND AMOUNT: Five Percent of the Bid Amount (5.00% of Bid Amount)**

**PROJECT:**

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

**Oelwein City Hall Renovation; Project Number: 11065.02**

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 14th day of April, 2023

  
*(Witness)*  
  
*(Witness)* Karla K. Heffron

**MATT CONSTRUCTION, INC.**  
*(Principal)*  *(Seal)*  
*(Title)*  
**Granite Re, Inc.**  
*(Surety)*  *(Seal)*  
*(Title)* Samuel Duchow, Attorney-in-Fact

**AIA Document A310™— 2010. Copyright** ©1963, 1970 and 2010 by The American Institute of Architects. **All rights reserved. WARNING:** This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.

Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org). 061110

**GRANITE RE, INC.**  
**GENERAL POWER OF ATTORNEY**

**Know all Men by these Presents:**

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

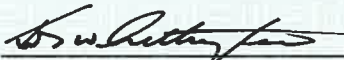
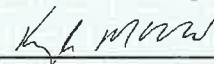
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3<sup>rd</sup> day of January, 2020.

STATE OF OKLAHOMA )  
                                  ) SS:  
COUNTY OF OKLAHOMA )




  
\_\_\_\_\_  
Kenneth D. Whittington, President  
  
\_\_\_\_\_  
Kyle P. McDonald, Assistant Secretary

On this 3<sup>rd</sup> day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:  
April 21, 2023  
Commission #: 11003620



  
\_\_\_\_\_  
Bethany J. Alred  
Notary Public

**GRANITE RE, INC.**  
**Certificate**

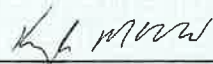
THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

“RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.”

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this

14 day of April, 2023.



  
\_\_\_\_\_  
Kyle P. McDonald, Assistant Secretary