

# Customer Ad Proof

132-60017480 SUMMERSET FINANCE OFFICE

Order Nbr 50775

Publication	Rapid City Journal		
Contact	SUMMERSET FINANCE OFFICE	PO Number	
Address 1	7055 LEISURE LANE	Rate	Open
Address 2		Order Price	165.64
City St Zip	SUMMERSET SD 57718	Amount Paid	0.00
Phone	6057189858	Amount Due	165.64
Fax	6051789883		
Section	Legal	Start/End Dates	09/23/2022 - 09/30/2022
SubSection		Insertions	2
Category	0052 Bids	Size	145
Ad Key	50775-1	Salesperson(s)	Legals 90
Keywords	ADVERTISEMENT FOR BIDS INFINITY DRIVE	Taken By	Shawn Killinger
Notes			

Ad Proof **ADVERTISEMENT FOR BIDS  
SECTION 00100  
INFINITY DRIVE ROADWAY  
IMPROVEMENTS  
SUMMERSET, SOUTH DAKOTA**

NOTICE IS HEREBY GIVEN, that the City of Summerset, South Dakota, will receive bids until October 6th, 2022 at the hour of 2:00 P.M. MDT in City Hall, 7055 Leisure Lane, Summerset, SD 57718 for the furnishing of materials, labor, equipment and skill required for the purpose of construction of the specified street maintenance and incidental items in and for said Summerset, South Dakota, as is more fully described and set forth in the plans and specifications therefore, which are now on file in the office of the City Finance Officer, City Hall, Summerset, South Dakota. Bids shall be publicly opened and read on the 6th of October 2022 at the hour of 2:05 P.M. MDT at the City of Summerset, South Dakota, City Hall.

Bids will be received on the following approximate quantities and types of work:

Infinity Drive Roadway Improvements; Aggregate Base Course, 3010 Ton; Asphalt Concrete, 1020, Ton; Imported Backfill, 630 CY; Seeding, 1500 SY

Digital copies of the plans and specifications and other bidding and contract documents may be obtained for free by contacting Lindsay Shagla with HDR at 605-791-6113. Per request, HDR will provide hard copies of the bidding documents. HDR is located at 703 Main St Suite 200, Rapid City, SD 57701 and their phone number is 605-791-6100.

A pre-bid conference will be held for this project on September 29th, 2022 at 2:00 P.M. MDT at Summerset City Hall, 7055 Leisure Lane, Summerset, SD 57718.

All bids are to be submitted on the basis of cash payment for the work and materials, and each bid shall be accompanied by a certified check or cashier's check or draft for five percent (5%) of the amount of the bid, such check to be certified or issued by either a state or national bank and payable to the City of Summerset, SD or in lieu thereof, a bidder's bond in a sum

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equal to ten percent (10%) of the full amount of the bid, executed by the bidder as principal and by a surety company authorized to do business in this state, conditioned that if the principal's bid be accepted and the contract awarded to him, he, within fifteen (15) days after notice of award, will execute and effect a contract in accordance with the terms of his bid and a contractor's bond as required by the laws of the State of South Dakota and the regulations and determinations of the City of Summerset, South Dakota.

A single contract shall be awarded on the basis of the low bid submitted by a responsible and responsive bidder for the aggregate sum of all bid items.

City of Summerset

All bids will be contained in a sealed envelope, plainly marked showing that such envelope contains a bid for the above project. In addition, the bidder shall place upon the exterior of such envelope the following information:

1. The work covered by the bidder
2. The name of the bidder
3. Separate envelope containing bid bond and a copy of Contractor's License or Renewal Certificate.
4. Acknowledgement of all Addenda.

Failure to submit bids according to these instructions may be cause for bids to be rejected and returned.

The work on the improvements shall be complete by May 27, 2023.

The City of Summerset, SD reserves the right to reject any and all bids to waive any informality in any bid, to hold all bids for a period not to exceed thirty (30) days from the date of opening bids, and to accept the bid deemed most favorable to the interest of the City of Summerset.

Should the Contractor fail to complete the work within the time required herein or within such extra time as may have been granted by formal extensions of time approved by the Owner, there will be deducted from any amount due the Contractor the sum of \$325 per day for each calendar day and every calendar day that the completion of the work is delayed. The Contractor and his surety will be liable for any excess. Such payment will be as and for liquidated damages and not as a penalty.

All bidders are invited to be present at the public opening of the bids.

Dated this 23rd of September 2022.

Candace Sealey, City Finance Officer  
CITY OF SUMMERSET, South Dakota

(Published September 23 & 30, 2022, at the total approximate cost of \$38.84 and may be viewed free of charge at [www.sdpublicnotices.com](http://www.sdpublicnotices.com))  
Leqal No: 50774



October 6, 2022

Lisa Schieffer  
City Administrator  
7055 Leisure Lane  
Summerset, SD 57718

Dear Lisa,

On Thursday, October 6 at 2:05 P.M., construction bids were opened for the Infinity Drive Roadway Improvements project. The three (3) bidders that submitted bids did so in a responsive manner and acknowledged the one (1) addendum.

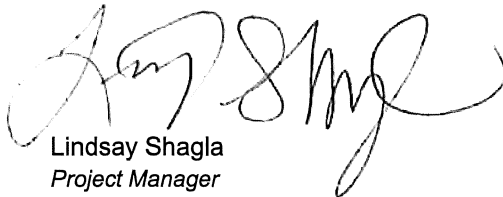
The three (3) bids were received as shown below.

<u>Construction Bidder</u>	<u>Total Bid</u>
Simon Contractors	\$246,276.00
Western Construction	\$266,678.00
Black River, Inc.	\$366,852.00
Engineer's Estimate	\$394,599.15

HDR, Inc. has reviewed the bids. No errors were made by any of the construction bidders that would be cause for disqualification.

Based upon the bids received, we recommend the award of the contract in the amount of \$246,276.00 be given to Simon Contractors. Should you have any questions or comments please do not hesitate to contact me at 605-791-6113.

Sincerely,  
HDR Engineering



Lindsay Shagla  
Project Manager

Project #: 2022-03		Infinity Drive Roadway Improvements		Date:	10/6/2022			
Summerst, SD				Engineer's Estimate				
Engineer's Opinion of Probable Cost				Unit Cost	Total cost			
Item No.	Description of Item	Unit	Quantity	Unit Cost	Total cost	Simon Contractors	Black River, Inc.	
1	Mobilization	LS	1	\$35,000.00	\$35,000.00	Unit Cost \$7,230.00 Total cost \$7,230.00	Unit Cost \$12,000.00 Total cost \$12,000.00	Unit Cost \$7,500.00 Total cost \$7,500.00
1	Incidental Work	LS	1	\$10,000.00	\$10,000.00	Unit Cost \$4,000.00 Total cost \$4,000.00	Unit Cost \$4,000.00 Total cost \$4,000.00	Unit Cost \$5,000.00 Total cost \$5,000.00
1	Construction Staking	LS	1	\$10,000.00	\$10,000.00	Unit Cost \$7,220.00 Total cost \$7,220.00	Unit Cost \$7,000.00 Total cost \$7,000.00	Unit Cost \$7,455.00 Total cost \$7,455.00
1	Construction Testing	LS	1	\$5,000.00	\$5,000.00	Unit Cost \$1,780.00 Total cost \$1,780.00	Unit Cost \$2,000.00 Total cost \$2,000.00	Unit Cost \$2,185.00 Total cost \$2,185.00
1	Traffic Control	LS	1	\$10,000.00	\$10,000.00	Unit Cost \$3,550.00 Total cost \$3,550.00	Unit Cost \$3,000.00 Total cost \$3,000.00	Unit Cost \$3,085.00 Total cost \$3,085.00
1	Flagging	HR	70	\$55.00	\$3,850.00	Unit Cost \$55.00 Total cost \$3,850.00	Unit Cost \$45.00 Total cost \$3,150.00	Unit Cost \$37.00 Total cost \$2,590.00
1	Silt Fence	LF	320	\$8.00	\$2,560.00	Unit Cost \$5.30 Total cost \$1,696.00	Unit Cost \$6.00 Total cost \$1,920.00	Unit Cost \$6.50 Total cost \$2,080.00
1	Topssoil Furnish & Install	CY	170	\$22.00	\$3,740.00	Unit Cost \$38.00 Total cost \$6,460.00	Unit Cost \$35.00 Total cost \$5,950.00	Unit Cost \$50.00 Total cost \$8,500.00
1	Seeding	SY	1500	\$0.25	\$375.00	Unit Cost \$0.22 Total cost \$330.00	Unit Cost \$0.30 Total cost \$450.00	Unit Cost \$0.25 Total cost \$375.00
1	Fertilizing	SY	1500	\$0.20	\$300.00	Unit Cost \$0.11 Total cost \$165.00	Unit Cost \$0.20 Total cost \$300.00	Unit Cost \$0.15 Total cost \$225.00
1	Mulching	LB	1500	\$0.35	\$525.00	Unit Cost \$0.20 Total cost \$300.00	Unit Cost \$0.40 Total cost \$600.00	Unit Cost \$0.25 Total cost \$375.00
1	Unclassified Excavation	CY	30	\$18.00	\$540.00	Unit Cost \$30.50 Total cost \$915.00	Unit Cost \$30.00 Total cost \$900.00	Unit Cost \$50.00 Total cost \$1,500.00
1	Imported Backfill	CY	630	\$100.00	\$63,000.00	Unit Cost \$37.00 Total cost \$23,310.00	Unit Cost \$70.00 Total cost \$44,100.00	Unit Cost \$35.00 Total cost \$22,050.00
1	Remove Asphalt Concrete	SY	28	\$12.00	\$336.00	Unit Cost \$29.00 Total cost \$812.00	Unit Cost \$70.00 Total cost \$1,960.00	Unit Cost \$36.00 Total cost \$1,008.00
1	Aggregate Base Course	TON	3010	\$35.00	\$105,350.00	Unit Cost \$26.00 Total cost \$78,260.00	Unit Cost \$55.00 Total cost \$165,550.00	Unit Cost \$31.00 Total cost \$93,310.00
1	Asphalt Concrete	TON	1020	\$110.00	\$112,200.00	Unit Cost \$100.00 Total cost \$102,000.00	Unit Cost \$110.00 Total cost \$112,200.00	Unit Cost \$105.00 Total cost \$107,100.00
1	Bituminous Tack Coat	TON	2	\$2,200.00	\$4,400.00	Unit Cost \$699.00 Total cost \$1,398.00	Unit Cost \$1,000.00 Total cost \$2,000.00	Unit Cost \$1,170.00 Total cost \$2,340.00
				Construction Subtotal:	\$358,926.00			
				10% Contingency:	\$35,892.60			
				Construction Total:	\$394,818.60			
						\$243,276.00	\$367,080.00	\$266,678.00

SECTION 00300

BID FORM

PROJECT IDENTIFICATION: Infinity Drive Roadway Improvements  
PROJECT NO. 2022-03  
OWNER: To the Honorable Mayor and Members of the City Commission  
ADDRESS: Summerset, SD

- 1.01 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the Contract Documents for the Price Bid, within the Time indicated and in accordance with the other terms and conditions of the Contract Documents:
- 2.01 BIDDER accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for thirty (30) days (unless otherwise stated in the Bidding Documents). BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER'S Notice of Award.
- 3.01 In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
- A. BIDDER has examined copies of all the Bidding Documents, other related data identified in the Bidding Documents, and of Addenda No. 1 10/3/22, \_\_\_\_\_, (receipt of all is hereby acknowledged).
  - B. BIDDER has visited the site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
  - C. BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Bidder has carefully studied all (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Special Provisions as provided in Paragraph 4.02 of the General Conditions, and (2) reports and drawings of a hazardous environmental condition, if any, which has been identified in the Special Provisions as provided in paragraph 4.06 of the General Conditions.
  - E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
  - F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

- G. Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.
- I. BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Bidding Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and finishing the Work for which this bid is submitted.

4.01 Bidder further represents that 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 agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought, by collusion or any other means, to obtain for itself any advantage over any other Bidder or over OWNER.

The Bidder certifies that no official of the Owner, Engineer or any member of such official's immediate family, has direct or indirect interest in the pecuniary profits or Contracts of the Bidder.

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

**INFINITY DRIVE ROADWAY IMPROVEMENTS**

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL SUM
1	Mobilization	LS	1	\$	\$
2	Incidental Work	LS	1	\$	\$
3	Construction Staking	LS	1	\$	\$
4	Construction Testing	LS	1	\$	\$
5	Traffic Control	LS	1	\$	\$
6	Flagging	HR	70	\$	\$
7	Silt Fence	LF	320	\$	\$
8	Topsoil	CY	170	\$	\$
9	Seeding	SY	1,500	\$	\$
10	Fertilizing	SY	1,500	\$	\$
11	Mulching	SY	1,500	\$	\$
12	Unclassified Excavation	CY	30	\$	\$
13	Imported Backfill	CY	630	\$	\$
14	Remove Asphalt Concrete	SY	28	\$	\$
15	Aggregate Base Course	TON	3,010	\$	\$
16	Asphalt Concrete	TON	1,020	\$	\$
17	Bituminous Tack Coat	TON	2	\$	\$
<b>TOTAL CONSTRUCTION COST</b>					<b>\$ 243,276.00</b>

**\*\* PLEASE SEE COMPUTER GENERATED BIDDER'S SCHEDULE \*\***

- A. Unit Prices have been computed in accordance with paragraph 11.03 of the General Conditions.
  - B. 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 provided, determined as provided in the Contract Documents.
  - C. The undersigned agrees that the unit prices shall govern in checking the Bid, and should a discrepancy exist in the Total Estimated Price and Total Amount of Unit Prices Bid as listed above after extensions are checked and corrections made, if any, the Total Amount of Unit Prices Bid as corrected shall be used in awarding this Contract.
  - D. The Owner reserves the right to reject any or all bids.
- 6.01 BIDDER agrees that the Work will be completed and ready for final payment in Accordance with Paragraph 14.07 of the General Conditions on or before the specified date or within the allotted time in the Bidding Documents.
- 6.02 BIDDER accepts the provisions of the Advertisement for Bids (Bidding Documents) as to liquidated damages in the event of failure to complete the Work within the time specified.

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

- (a) Required Bid Security in the form of Certified Check, Cashier's Check or Bank Draft for 5% of the bid amount, or Bid Bond for 10% of the bid amount.
- (b) Any other specific requirements identified in the Advertisement for Bids or the Bidding Documents.

SUBMITTED ON OCTOBER 6, 20 22.

Contractor's License No. 7000-4318-HC Class \_\_\_\_\_

Bidder is:  Individual;  Partnership;  Corporation;  Other

Name of Business SIMON CONTRACTORS OF SD, INC.

Signature *[Handwritten Signature]*

Signer's Name & Title DARREN GEBHART, CONSTRUCTION MANAGER

Business Address PO BOX 2720 RAPID CITY, SD 57709

Business Phone 605-394-3300

\*\*\*\*\*

**Corporations Only:**

Name of Corporation SIMON CONTRACTORS OF SD, INC.

State of Incorporation SOUTH DAKOTA

Attest *[Handwritten Signature]* SEAL  
Destiny Metz, North Region Controller





Letting Date: 10/6/2022

BID SCHEDULE

SIMON  
3975 STURGIS RD.  
RAPID CITY, SD 57702

Type of Work: Infinity Dr. Roadway Imp.

Project: Infinity Drive Roadway Improvements

PCNs:

County: City of Summerset

Bidder's Number:

LINE NO.	STANDARD BID ITEM NO.	APPROXIMATE QUANTITY	ITEMS	UNIT	UNIT BID PRICE	AMOUNT BID
1		1.00	MOBILIZATION	LS	7,230.00	7,230.00
2		1.00	INCIDENTAL WORK	LS	4,000.00	4,000.00
3		1.00	CONSTRUCTION STAKING	LS	7,220.00	7,220.00
4		1.00	CONSTRUCTION TESTING	LS	1,780.00	1,780.00
5		1.00	TRAFFIC CONTROL	LS	3,550.00	3,550.00
6		70.00	FLAGGING	HR	55.00	3,850.00
7		320.00	SILT FENCE	LF	5.30	1,696.00
8		170.00	TOPSOIL	CY	38.00	6,460.00
9		1,500.00	SEEDING	SY	0.22	330.00
10		1,500.00	FERTILIZING	SY	0.11	165.00
11		1,500.00	MULCHING	SY	0.20	300.00
12		30.00	UNCLASSIFIED EXCAVATION	CY	30.50	915.00
13		630.00	IMPORTED BACKFILL	CY	37.00	23,310.00
14		28.00	REMOVE ASPHALT CONCRETE	SY	29.00	812.00
15		3,010.00	AGGREGATE BASE COURSE	TN	26.00	78,260.00
16		1,020.00	ASPHALT CONCRETE	TN	100.00	102,000.00

Letting Date: 10/6/2022

Letting #:

Project: Infinity Drive Roadway Improvements

PCNs:

County: City of Summerset

BID SCHEDULE

Type of Work: Infinity Dr. Roadway Imp.

SIMON  
3975 STURGIS RD.  
RAPID CITY, SD 57702

Bidder's Number:

LINE NO.	STANDARD BID ITEM NO.	APPROXIMATE QUANTITY	ITEMS	UNIT	UNIT BID PRICE	AMOUNT BID
17		2.00	BITUMINOUS TACK COAT	TN	699.00	1,398.00
TOTAL OR GROSS SUM BID						243,276.00

Respectfully submitted,  
 SIMON CONTRACTORS OF SD, INC.  
 (legal name of person, firm, or corporation)

BY:   
 DARREN GEBHART,  
 TITLE: CONSTRUCTION MANAGER 10/6/2022

**ADDENDUM NO. 1  
TO  
CONTRACT PLANS, DOCUMENTS AND SPECIFICATIONS  
INFINITY DRIVE ROADWAY IMPROVEMENTS  
CITY OF SUMMERSET, SD**

**TO:** Plan Holders

**BID OPENING DATE:** October 6, 2022, 2:05 P.M.

The City of Summerset has found it necessary to clarify and make the following changes. This addendum becomes a part of the original plans and specifications, taking precedence over the items that may conflict. The bidder shall note receipt and make acknowledgement of the addendum on the bid form, incorporating its provisions in the bid.

AD-1 Item 1 BID FORM (Page 1-4).

Flagging bid item was added. Updated Bid Form sheets attached.

AD-1 Item 2 FLAGGING NOTE

Add the following note to Sheet D.2 General Notes:

**“FLAGGING**

Operations will be conducted so that the traveling public will not have to wait longer than 15 minutes at the flagger station. Flaggers are anticipated to be needed when working on the northwest portion of the roadway. These flaggers will be used as directed by the Engineer and will be used primarily during daytime hours.

It is required that the flaggers be able to communicate with one another. If an emergency vehicle needs to pass through the project, the Contractor will be required to expedite traffic movement. All costs associated with this will be incidental to the contract unit price per hour for “Flagging”.”

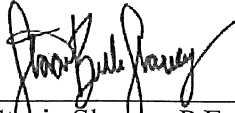
AD-1 Item 2 PRE-BID MEETING MINUTES

Pre-bid meeting minutes and attendance sheet are attached for reference.

ALL ITEMS IN CONFLICT WITH THE ADDENDA ARE HERBY DELETED.

THIS ADDENDUM IS MADE PART OF THE CONTRACT DOCUMENTS AND SHALL BE NOTED ON THE PROPOSAL.

Amendment Date: October 3, 2022

A handwritten signature in black ink, appearing to read "Stacia Slowey". The signature is written in a cursive style with a horizontal line extending from the end of the signature.

---

Stacia Slowey, P.E.

Project Manager

HDR, Inc.

703 Main St, Suite 200

605-791-6109

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Simon Contractors of South Dakota, Inc.  
3975 Sturgis Road, PO Box 2720  
Rapid City, SD 57702

### OWNER:

(Name, legal status and address)

City of Summerset  
7055 Leisure Lane  
Summerset, SD 57718

### SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company

175 Berkeley Street  
Boston, MA 02116

### Mailing Address for Notices

175 Berkeley Street  
Boston, MA 02116

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.

**BOND AMOUNT:** 10%

Ten Percent of Amount Bid

### PROJECT:

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

Infinity Drive Roadway Improvements

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 provisions of 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 deemed as a statutory bond and not as a common law bond.

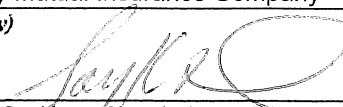
Signed and sealed this 3rd day of October, 2022.

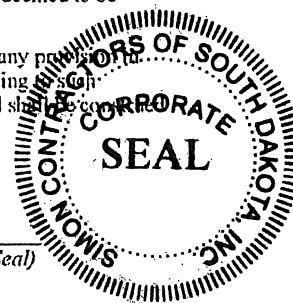
  
\_\_\_\_\_  
(Witness) Donna J. Messer

Simon Contractors of South Dakota, Inc.  
(Principal) \_\_\_\_\_ (Seal)

By:   
\_\_\_\_\_  
(Title) Darren Gebhart, Construction Manager

Liberty Mutual Insurance Company  
(Surety) \_\_\_\_\_ (Seal)

By:   
\_\_\_\_\_  
(Title) Saykham Chanthasone, Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

### POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Savkham Chanhasone of the city of New York, state of NY its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Simon Contractors of South Dakota, Inc.  
Obligee Name: City of Summerset  
Surety Bond Number: Bid Bond Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12<sup>th</sup> day of March, 2021.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company  
By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 12<sup>th</sup> day of March, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of October, 2022.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary



LIBERTY MUTUAL INSURANCE COMPANY  
FINANCIAL STATEMENT — DECEMBER 31, 2021

<b>Assets</b>		<b>Liabilities</b>	
Cash and Bank Deposits .....	\$2,234,770,744	Unearned Premiums .....	\$9,106,965,847
*Bonds — U.S Government .....	4,250,615,811	Reserve for Claims and Claims Expense .....	25,279,158,493
*Other Bonds .....	16,983,165,862	Funds Held Under Reinsurance Treaties .....	315,537,902
*Stocks .....	20,075,458,019	Reserve for Dividends to Policyholders .....	1,726,291
Real Estate .....	182,250,567	Additional Statutory Reserve .....	139,634,000
Agents' Balances or Uncollected Premiums .....	7,607,687,836	Reserve for Commissions, Taxes and Other Liabilities .....	8,638,106,801
Accrued Interest and Rents .....	120,173,987	<b>Total .....</b>	<b>\$43,481,129,334</b>
Other Admitted Assets .....	14,076,622,575	Special Surplus Funds .....	\$178,192,363
		Capital Stock .....	10,000,075
		Paid in Surplus .....	11,804,736,755
		Unassigned Surplus .....	10,056,686,874
<b>Total Admitted Assets .....</b>	<b><u>\$65,530,745,401</u></b>	<b>Surplus to Policyholders .....</b>	<b>22,049,616,067</b>
		<b>Total Liabilities and Surplus .....</b>	<b><u>\$65,530,745,401</u></b>



\* Bonds are stated at amortized or investment value; Stocks at Association Market Values.  
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2021, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8<sup>th</sup> day of March, 2022.

*T Mikolajewski*

\_\_\_\_\_  
Assistant Secretary

**SECTION 00300**

**BID FORM**

PROJECT IDENTIFICATION: **Infinity Drive Roadway Improvements**  
PROJECT NO. **2022-03**  
OWNER: **To the Honorable Mayor and Members of the City Commission**  
ADDRESS: **Summerset, SD**

- 1.01 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the Contract Documents for the Price Bid, within the Time indicated and in accordance with the other terms and conditions of the Contract Documents.
- 2.01 BIDDER accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for thirty (30) days (unless otherwise stated in the Bidding Documents). BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER'S Notice of Award.
- 3.01 In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
- A. BIDDER has examined copies of all the Bidding Documents, other related data identified in the Bidding Documents, and of Addenda No. 1, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (receipt of all is hereby acknowledged).
  - B. BIDDER has visited the site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
  - C. BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Bidder has carefully studied all (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Special Provisions as provided in Paragraph 4.02 of the General Conditions, and (2) reports and drawings of a hazardous environmental condition, if any, which has been identified in the Special Provisions as provided in paragraph 4.06 of the General Conditions.
  - E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
  - F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.



- G. Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
  - H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.
  - I. BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Bidding Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
  - J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and finishing the Work for which this bid is submitted.
- 4.01 Bidder further represents that 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 agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought, by collusion or any other means, to obtain for itself any advantage over any other Bidder or over OWNER.

The Bidder certifies that no official of the Owner, Engineer or any member of such official's immediate family, has direct or indirect interest in the pecuniary profits or Contracts of the Bidder.

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

<b>INFINITY DRIVE ROADWAY IMPROVEMENTS</b>					
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>TOTAL SUM</b>
1	Mobilization	LS	1	\$ 7,500.00	\$ 7,500.00
2	Incidental Work	LS	1	\$ 5,000.00	\$ 5,000.00
3	Construction Staking	LS	1	\$ 7,455.00	\$ 7,455.00
4	Construction Testing	LS	1	\$ 2,185.00	\$ 2,185.00
5	Traffic Control	LS	1	\$ 3,085.00	\$ 3,085.00
6	Flagging	HR	70	\$ 37.00	\$ 2,590.00
7	Silt Fence	LF	320	\$ 6.50	\$ 2,080.00
8	Topsoil	CY	170	\$ 50.00	\$ 8,500.00
9	Seeding	SY	1,500	\$ 0.25	\$ 375.00
10	Fertilizing	SY	1,500	\$ 0.15	\$ 225.00
11	Mulching	SY	1,500	\$ 0.25	\$ 375.00
12	Unclassified Excavation	CY	30	\$ 50.00	\$ 1,500.00
13	Imported Backfill	CY	630	\$ 35.00	\$ 22,050.00
14	Remove Asphalt Concrete	SY	28	\$ 36.00	\$ 1,008.00
15	Aggregate Base Course	TON	3,010	\$ 31.00	\$ 93,310.00
16	Asphalt Concrete	TON	1,020	\$ 105.00	\$ 107,100.00
17	Bituminous Tack Coat	TON	2	\$ 1,170.00	\$ 2,340.00
<b>TOTAL CONSTRUCTION COST</b>					<b>\$ 266,678.00</b>

- A. Unit Prices have been computed in accordance with paragraph 11.03 of the General Conditions.
- B. 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 provided, determined as provided in the Contract Documents.
- C. The undersigned agrees that the unit prices shall govern in checking the Bid, and should a discrepancy exist in the Total Estimated Price and Total Amount of Unit Prices Bid as listed above after extensions are checked and corrections made, if any, the Total Amount of Unit Prices Bid as corrected shall be used in awarding this Contract.
- D. The Owner reserves the right to reject any or all bids.

6.01 BIDDER agrees that the Work will be completed and ready for final payment in Accordance with Paragraph 14.07 of the General Conditions on or before the specified date or within the allotted time in the Bidding Documents.

6.02 BIDDER accepts the provisions of the Advertisement for Bids (Bidding Documents) as to liquidated damages in the event of failure to complete the Work within the time specified.

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

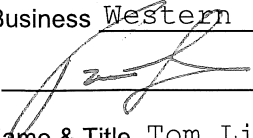
- (a) Required Bid Security in the form of Certified Check, Cashier's Check or Bank Draft for 5% of the bid amount, or Bid Bond for 10% of the bid amount.
- (b) Any other specific requirements identified in the Advertisement for Bids or the Bidding Documents.

SUBMITTED ON October 6, 2022.

Contractor's License No. NA Class \_\_\_\_\_

Bidder is:  Individual;  Partnership;  Corporation;  Other

Name of Business Western Construction, Inc.

Signature 

Signer's Name & Title Tom Lien - President

Business Address PO Box 771, Rapid City, SD 57709


Business Phone 605-718-2828

\*\*\*\*\*

**Corporations Only:**

Name of Corporation Western Construction, Inc.

State of Incorporation South Dakota

Attest 

SEAL

# CNA SURETY

## Bid Bond

Bond No. TBD

**CONTRACTOR:**

(Name, legal status and address)

Western Construction, Inc.  
PO Box 771  
Rapid City, SD 57709

**SURETY:** Western Surety Company: South Dakota Corporation

(Name, legal status and principal place of business)

151 N. Franklin Street  
17th Floor  
Chicago, IL 60606

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 Summerset  
7055 Leisure Lane  
Summerset, SD 57718

**BOND AMOUNT:** Ten Percent of Amount Bid (10%)

**PROJECT:**

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


Project No. 2022-003; Grading, Base Course, Asphalt Paving; Summerset, SD

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 5th day of October, 2022.

  
\_\_\_\_\_  
(Witness)

Western Construction, Inc.  
\_\_\_\_\_  
(Principal) (Seal)

  
\_\_\_\_\_  
(Title) Tom Lief, President  
Western Surety Company

  
\_\_\_\_\_  
(Witness) Elizabeth Brown, CSR

\_\_\_\_\_  
(Surety) (Seal)  
  
\_\_\_\_\_  
(Title) Carrie M. McCartney, Attorney-In-Fact

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Michael J Maguire, Daniel P Maguire, Kevin G Maguire, Marilyn J Larson, Carrie M McCartney, Individually**

of Rapid City, SD, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 8th day of July, 2021.



WESTERN SURETY COMPANY

*Paul T. Bruflat*

Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 8th day of July, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; 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 corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
March 2, 2026



*M. Bent*

M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 5th day of October, 2022.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

CITY OF SUMMERSET, SD  
CONTRACTOR'S LICENSE

FEE: \$100.00  
EXPIRES: 12/31/22

This is to certify that:

Western Construction Inc.

\_\_\_\_\_ is a licensed contractor entitled to practice within the City.  
*This license is not transferable and should be in your possession at all times.*



*[Handwritten Signature]*  
\_\_\_\_\_

**SECTION 00300**

**BID FORM**

PROJECT IDENTIFICATION: **Infinity Drive Roadway Improvements**  
PROJECT NO. **2022-03**  
OWNER: **To the Honorable Mayor and Members of the City Commission**  
ADDRESS: **Summerset, SD**

- 1.01 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the Contract Documents for the Price Bid, within the Time indicated and in accordance with the other terms and conditions of the Contract Documents.
- 2.01 BIDDER accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for thirty (30) days (unless otherwise stated in the Bidding Documents). BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER'S Notice of Award.
- 3.01 In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
- A. BIDDER has examined copies of all the Bidding Documents, other related data identified in the Bidding Documents, and of Addenda No. 1, \_\_\_\_\_, \_\_\_\_\_, (receipt of all is hereby acknowledged).
  - B. BIDDER has visited the site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
  - C. BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Bidder has carefully studied all (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Special Provisions as provided in Paragraph 4.02 of the General Conditions, and (2) reports and drawings of a hazardous environmental condition, if any, which has been identified in the Special Provisions as provided in paragraph 4.06 of the General Conditions.
  - E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
  - F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

- G. Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
  - H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.
  - I. BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Bidding Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
  - J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and finishing the Work for which this bid is submitted.
- 4.01 Bidder further represents that 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 agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought, by collusion or any other means, to obtain for itself any advantage over any other Bidder or over OWNER.

The Bidder certifies that no official of the Owner, Engineer or any member of such official's immediate family, has direct or indirect interest in the pecuniary profits or Contracts of the Bidder.

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



## INFINITY DRIVE ROADWAY IMPROVEMENTS

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL SUM
1	Mobilization	LS	1	\$ 12,000	\$ 12,000.00
2	Incidental Work	LS	1	\$ 4,000	\$ 4,000.00
3	Construction Staking	LS	1	\$ 7,000	\$ 7,000.00
4	Construction Testing	LS	1	\$ 2,000	\$ 2,000.00
5	Traffic Control	LS	1	\$ 3,000	\$ 3,000.00
6	Flagging	HR	70	\$ 45	\$ 3,150.00
7	Silt Fence	LF	320	\$ 6	\$ 1,920.00
8	Topsoil	CY	170	\$ 35	\$ 5,950.00
9	Seeding	SY	1,500	\$ 0.30	\$ 450.00
10	Fertilizing	SY	1,500	\$ 0.20	\$ 300.00
11	Mulching	SY	1,500	\$ 0.40	\$ 372.00
12	Unclassified Excavation	CY	30	\$ 30	\$ 900.00
13	Imported Backfill	CY	630	\$ 70	\$ 44,100.00
14	Remove Asphalt Concrete	SY	28	\$ 70	\$ 1,960.00
15	Aggregate Base Course	TON	3,010	\$ 55	\$ 165,550.00
16	Asphalt Concrete	TON	1,020	\$ 110	\$ 112,200.00
17	Bituminous Tack Coat	TON	2	\$ 1000	\$ 2,000.00
<b>TOTAL CONSTRUCTION COST</b>					<b>\$ 366,852.00</b>

- A. Unit Prices have been computed in accordance with paragraph 11.03 of the General Conditions.
- B. 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 provided, determined as provided in the Contract Documents.
- C. The undersigned agrees that the unit prices shall govern in checking the Bid, and should a discrepancy exist in the Total Estimated Price and Total Amount of Unit Prices Bid as listed above after extensions are checked and corrections made, if any, the Total Amount of Unit Prices Bid as corrected shall be used in awarding this Contract.
- D. The Owner reserves the right to reject any or all bids.

6.01 BIDDER agrees that the Work will be completed and ready for final payment in Accordance with Paragraph 14.07 of the General Conditions on or before the specified date or within the allotted time in the Bidding Documents.

6.02 BIDDER accepts the provisions of the Advertisement for Bids (Bidding Documents) as to liquidated damages in the event of failure to complete the Work within the time specified.

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

- (a) Required Bid Security in the form of Certified Check, Cashier's Check or Bank Draft for 5% of the bid amount, or Bid Bond for 10% of the bid amount.
- (b) Any other specific requirements identified in the Advertisement for Bids or the Bidding Documents.

SUBMITTED ON October 6<sup>th</sup>, 2022.

Contractor's License No. \_\_\_\_\_ Class \_\_\_\_\_.

Bidder is:       Individual;    Partnership;    Corporation;    Other

Name of Business Black River Inc

Signature Ethan Peterson

Signer's Name & Title Ethan Peterson      Vice President

Business Address 623 Dakota Dr      Rapid City, SD 57702

Business Phone 605-391-2903

\*\*\*\*\*

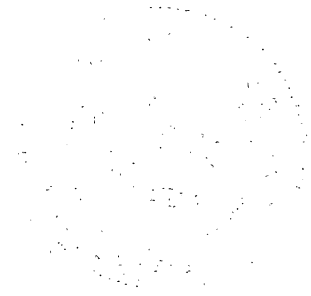
**Corporations Only:**

Name of Corporation Black River Inc.

State of Incorporation South Dakota

Attest *[Signature]*

SEAL



### BID BOND

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

**BIDDER (Name and Address):**

Black River, Inc.  
623 Dakota Dr.  
Rapid City SD 57702

**SURETY (Name, and Address of Principal Place of Business):**

United Fire & Casualty Company  
118 Second Ave SE  
Cedar Rapids IA 52401

**OWNER (Name and Address):**

City of Summerset  
7055 Leisure Lane  
Summerset SD 57718

**BID**

Bid Due Date: October 6, 2022

Description (Project Name— Include Location): Infinity Drive Roadway Improvements, City of Summerset, SD

**BOND**

Bond Number:

Date: October 5, 2022

Penal sum Ten Percent of Bid \$ 10%

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

**SURETY**

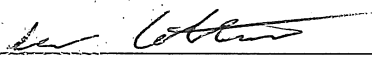
Black River, Inc. (Seal)

United Fire & Casualty Company (Seal)

Bidder's Name and Corporate Seal


Surety's Name and Corporate Seal

By:



Signature

By:



Signature (Attach Power of Attorney)

Sam Crittenden

Print Name

Rod Cowling

Print Name

President

Title

Attorney in fact

Title

Attest:



Signature

Attest:



Signature

Title

Attorney in fact

Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

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 shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur 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 shall 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 shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall 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 shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall 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 Registered or Certified Mail, return receipt requested, postage pre-paid, and shall 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 shall 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 shall govern and the remainder of this Bond that is not in conflict therewith shall continue 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

DALLAS VOS, JOANN SWENSON, ROD COWLING, NATHAN LARSON, LORETTA SCHUELKE, 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 \$20,000,000.00 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 shall expire the 26th day of August, 2023 unless sooner 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 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

26th day of August, 2021

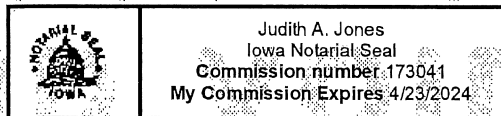
UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*  
 Vice President



State of Iowa, County of Linn, ss:

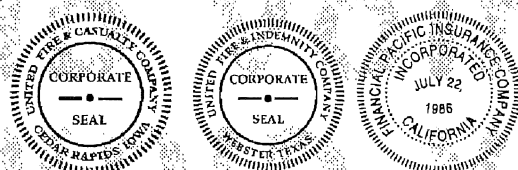
On 26th day of August, 2021, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and 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 5th day of October, 2022.



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