

2024 BROOKINGS TRAILS PROJECT

**BID PROPOSAL**

TO: THE CITY COUNCIL  
CITY OF BROOKINGS, SOUTH DAKOTA

The undersigned bidder, having examined the Plans, Specifications, and other contract documents hereto attached, together with any and all addenda hereto, and being acquainted with and fully understanding the requirements, stipulations, provisions, and conditions hereof, proposes and agrees that he/she will enter into and perform the contract attached hereto and of which the proposal forms a part, and will do the work and furnish the materials, herein set forth; and furnish the materials, equipment, transportation, and service for said work on strict accordance with the Plans and Specifications, forming a part of the contract documents; for the prices shown on the following schedules.

The following documents are submitted with and made a condition of this Bid:

- A. Bid Security;
- B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- ~~C. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;~~

NOTE: Bidder shall Bid all Items.

Item No.	Spec. Ref. No.	Description of Work and Materials	Quantity and Unit Price (Ink Only)		Total Cost
1	009E0010	Mobilization	1	Lump Sum	\$ <u>2,000.00</u> = \$ <u>2,000.00</u>
2	100E0100	Clearing	1	Lump Sum	\$ <u>590.00</u> = \$ <u>590.00</u>
3	120E0010	Unclassified Excavation	329	CuYd	\$ <u>14.10</u> = \$ <u>4,658.64</u>
4	120E0100	Unclassified Excavation, Digouts	20	CuYd	\$ <u>17.70</u> = \$ <u>354.00</u>
5	230E0010	Placing Topsoil	304	CuYd	\$ <u>9.44</u> = \$ <u>2,869.76</u>
6	450E0102	12" RCP Class 2, Furnish	18	Ft	\$ <u>41.30</u> = \$ <u>743.40</u>
7	450E0110	12" RCP, Install	18	Ft	\$ <u>118.00</u> = \$ <u>2,124.00</u>
8	450E2000	12" RCP Flared End, Furnish	2	Each	\$ <u>885.00</u> = \$ <u>1,770.00</u>
9	450E2001	12" RCP Flared End, Install	2	Each	\$ <u>885.00</u> = \$ <u>1,770.00</u>

2024 BROOKINGS TRAILS PROJECT

Item No.	Spec. Ref. No.	Description of Work and Materials	Quantity and Unit Price		Total Cost
				(Ink Only)	
10	651E0050	5" Concrete Sidewalk	7478	SqFt	\$ <u>9.00</u> = \$ <u>67,302.00</u>
11	651E7000	Type 1 Detectable Warnings	32	SqFt	\$ <u>60.00</u> = \$ <u>1,920.00</u>
12	734E0010	Erosion Control	1	Lump Sum	\$ <u>5,020.73</u> = \$ <u>5,020.73</u>
13	734E0154	12" Diameter Erosion Control Wattle	498	Ft	\$ <u>4.52</u> = \$ <u>2,250.96</u>
14	734E0604	High Flow Silt Fence	20	Ft	\$ <u>8.75</u> = \$ <u>175.00</u>
15	734E5010	Sweeping	4	Hour	\$ <u>100.00</u> = \$ <u>400.00</u>
16	900E1310	Concrete Washout Facility	1	Each	\$ <u>1,000.00</u> = \$ <u>1,000.00</u>
17	900E1320	Construction Entrance	1	Each	\$ <u>885.00</u> = \$ <u>885.00</u>

**TOTAL BID SCHEDULE 1 = \$ 95,833.49**

Item No.	Spec. Ref. No.	Description of Work and Materials	Quantity and Unit Price		Total Cost
				(Ink Only)	
1	009E0010	Mobilization	1	Lump Sum	\$ <u>1,500.00</u> = \$ <u>1,500.00</u>
2	100E0100	Clearing	1	Lump Sum	\$ <u>590.00</u> = \$ <u>590.00</u>
3	120E0010	Unclassified Excavation	40	CuYd	\$ <u>29.50</u> = \$ <u>1,180.00</u>
4	120E0100	Unclassified Excavation, Digouts	20	CuYd	\$ <u>17.70</u> = \$ <u>354.00</u>
5	230E0010	Placing Topsoil	13	CuYd	\$ <u>41.30</u> = \$ <u>536.90</u>
6	651E0050	5" Concrete Sidewalk	1092	SqFt	\$ <u>9.00</u> = \$ <u>9,828.00</u>
7	734E0010	Erosion Control	1	Lump Sum	\$ <u>837.00</u> = \$ <u>837.00</u>
8	734E0154	12" Diameter Erosion Control Wattle	53	Ft	\$ <u>4.52</u> = \$ <u>239.56</u>

2024 BROOKINGS TRAILS PROJECT

Item No.	Spec. Ref. No.	Description of Work and Materials	Quantity and Unit Price		Total Cost
				(Ink Only)	
9	734E5010	Sweeping	1	Hour	\$ <u>100.00</u> = \$ <u>100.00</u>
10	900E1310	Concrete Washout Facility	1	Each	\$ <u>1,000.00</u> = \$ <u>1,000.00</u>
11	900E1320	Construction Entrance	1	Each	\$ <u>885.00</u> = \$ <u>885.00</u>

**TOTAL BID SCHEDULE 2 = \$ 17,050.40**

Item No.	Spec. Ref. No.	Description of Work and Materials	Quantity and Unit Price		Total Cost
				(Ink Only)	
1	009E0010	Mobilization	1	Lump Sum	\$ <u>2,000.00</u> = \$ <u>2,000.00</u>
2	100E0100	Clearing	1	Lump Sum	\$ <u>590.00</u> = \$ <u>590.00</u>
3	120E0010	Unclassified Excavation	46	CuYd	\$ <u>23.60</u> = \$ <u>1,085.60</u>
4	120E0100	Unclassified Excavation, Digouts	20	CuYd	\$ <u>17.70</u> = \$ <u>354.00</u>
5	230E0010	Placing Topsoil	60	CuYd	\$ <u>17.70</u> = \$ <u>1,062.00</u>
6	634E0120	Traffic Control, Miscellaneous	1	Lump Sum	\$ <u>500.00</u> = \$ <u>500.00</u>
7	651E0050	5" Concrete Sidewalk	4029	SqFt	\$ <u>9.00</u> = \$ <u>36,261.00</u>
8	734E0010	Erosion Control	1	Lump Sum	\$ <u>4,184.00</u> = \$ <u>4,184.00</u>
9	734E0154	12" Diameter Erosion Control Wattle	659	Ft	\$ <u>4.52</u> = \$ <u>2,978.68</u>
10	734E5010	Sweeping	3	Hour	\$ <u>100.00</u> = \$ <u>300.00</u>
11	900E1310	Concrete Washout Facility	1	Each	\$ <u>1,000.00</u> = \$ <u>1,000.00</u>
12	900E1320	Construction Entrance	1	Each	\$ <u>885.00</u> = \$ <u>885.00</u>

**TOTAL BID SCHEDULE 3 = \$ 51,200.28**

2024 BROOKINGS TRAILS PROJECT

---

TOTAL BID SCHEDULE 1, 2 & 3 = \$ 104,084.23

Only one bid proposal will be selected to complete the three bid schedules. The lowest combined bid proposal for Bid Schedule 1, Bid Schedule 2 and Bid Schedule 3 will be considered for acceptance.

The above bid includes State Sales Tax on materials and all other State and Federal Taxes that would affect the amount of the bids.

The undersigned understands and agrees that the estimated quantities submitted herewith are approximate only, and that the basis of payment will be the actual quantities.

If awarded the Contract, the undersigned hereby agrees to sign said Contract and furnish the necessary bonds within ten (10) days of receipt of the notice of award of said Contract and agrees to complete the work on or before the dates set forth in the Agreement.

The undersigned further agrees that if awarded the Contract for the work included in this Proposal, to complete and deliver the work contemplated in accordance with the condition set forth in the Contract Documents.

The undersigned has checked carefully all above figures, and understands that the City of Brookings, South Dakota, will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

Enclosed is a certified check or cashier's check or bid bond in the sum of

Sixteen Thousand Four-Hundred Eight Dollars (\$ 16,408.42)  
and Forty-Two cents (Words)

Said check or bond is made payable to the City of Brookings, South Dakota. Said check is given as a guarantee that the Bidder will enter into the Contract and Performance Bond on the forms attached hereto if awarded the work, and the amount thereof represents the agreed liquidated damages that the City of Brookings will sustain if the Bidder fails or refuses to enter into said Contract in which event said check shall be immediately paid to the City of Brookings and retained by it as payment of said liquidated damages and not as a penalty.

The undersigned acknowledges receipt of the following addenda to the Specifications (give number and date of each.)

<u>Addenda No.</u>	<u>Dated</u>
<u>N/A</u>	_____
_____	_____
_____	_____

2024 BROOKINGS TRAILS PROJECT

Unless otherwise required by law, the undersigned agrees that the City Council, City of Brookings, South Dakota, has the right to hold all bids received for a period of thirty (30) days after date of opening thereof.

Brad Timmons  
NAME

*Bl Timmons*  
BY

President / CEO  
TITLE

1306 Western Ave, Brookings, SD 57006  
BUSINESS ADDRESS

605-695-9829  
TELEPHONE

South Dakota  
STATE OF INCORPORATION

1021-7694-ST  
SD SALES TAX PERMIT NUMBER

Dated this 17<sup>th</sup> day of September, 2024.

Being an unsuccessful bidder, the undersigned acknowledges the return of this security, a

Bid Bond (10%), in the amount of Sixteen Thousand  
Four-Hundred Eight Dollars and Forty-Two Cents (\$ 16,408.42 )

Bidder Timmons Construction Inc.

By *Bl Timmons*

Date September 17<sup>th</sup>, 2024

**BID PROPOSAL**  
**Recreational Trails**

**TO:** CITY OF BROOKINGS  
CITY HALL  
BROOKINGS, SOUTH DAKOTA

**Recreational Trails:**  
Parks, Recreation and Forestry

The undersigned hereby proposes and agrees that he will furnish the services specified and perform the Contract attached hereto, and of which this Proposal forms a part, and guarantee the quality of workmanship.

<u>Bid Schedule</u>	<u>Cost</u>
<u>1</u>	<u>\$ 95,833.49</u>
<u>2</u>	<u>\$ 17,050.46</u>
<u>3</u>	<u>\$ 51,200.28</u>

Total Cost for all bid schedules \$ 164,084.23

The undersigned has checked carefully all the above figures and understands that the City will not be responsible for any errors or omissions on the part of the undersigned in making up a bid.

If awarded, the Contract, the undersigned agrees to sign said Contract and that said services will be provided the City of Brookings, South Dakota.

Timmons Construction Inc.  
COMPANY

605-691-6308  
BUSINESS PHONE

1306 Western Ave, Brookings, SD 57006  
ADDRESS

605-696-9829  
BUSINESS FAX

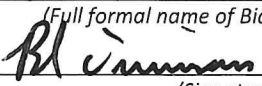
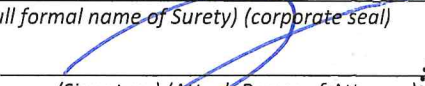
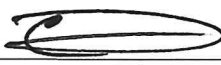

*R. Timmons*  
BY

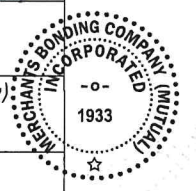
605-695-9829  
CELL PHONE

9/17/2024  
DATE

timmonsconstructioninc@gmail.com  
EMAIL ADDRESS

## BID BOND (PENAL SUM FORM)

<b>Bidder</b> Name: <b>Timmons Construction, Inc.</b> Address (principal place of business): <b>1306 Western Avenue</b> <b>Brookings, SD 57006</b>	<b>Surety</b> Name: <b>Merchants Bonding Company (Mutual)</b> Address (principal place of business): <b>P.O. Box 14498</b> <b>Des Moines, IA 50306-3498</b>
<b>Owner</b> Name: <b>City of Brookings</b> Address (principal place of business): <b>520 3rd Street</b> <b>Brookings, SD 57006</b>	<b>Bid</b> Project (name and location): <b>2024 Brookings Trails Project</b>  Bid Due Date: <b>1:30 PM, CST, Tuesday,</b> <b>September 17, 2024</b>
<b>Bond</b> Penal Sum: <b>Ten Percent of the Total Amount Bid (10%)</b> Date of Bond: <b>September 13, 2024</b>	
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.	
Bidder <b>Timmons Construction, Inc.</b> <i>(Full formal name of Bidder)</i>	Surety <b>Merchants Bonding Company (Mutual)</b> <i>(Full formal name of Surety) (corporate seal)</i>
By: <u></u> <i>(Signature)</i>	By: <u></u> <i>(Signature) (Attach Power of Attorney)</i>
Name: <u><b>Brad Timmons</b></u> <i>(Printed or typed)</i>	Name: <u><b>Jessie Allen</b></u> <i>(Printed or typed)</i>
Title: <u><b>President</b></u>	Title: <u><b>Attorney-in-Fact</b></u>
Attest: <u></u> <i>(Signature)</i>	Attest: <u></u> <i>(Signature)</i>
Name: <u><b>Cole R. Deherty</b></u> <i>(Printed or typed)</i>	Name: <u><b>Matthew Allen</b></u> <i>(Printed or typed)</i>
Title: <u><b>Operations</b></u>	Title: <b>Witness as to Surety</b>
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.	



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.



**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alissa Cahalan; Anne Crowner; Austin Muehlschlegel; Bailey Beach; Ben Williams; Brian J Oestreich; Brian M Deimerly; Cameron M Burt; Colby D White; Craig E Hansen; D Gregory Stitts; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Dickinson; Grace Rasmussen; Graydon Dotson; Greg Krier; Jamie Gifford; Jay D Freiermuth; Jennifer Marino; Jessica Jean Rini; Jessie Allen; Joe Tiernan; John Cord; Joseph Cardinal; Joshua R Loftis; Kate Zanders; Keeton Welch; Kristine M Becks; Mark R DeWitt; Mark Sweigart; Mary Ashley Allen; Melinda C Blodgett; Michelle Morrison; Michelle R Gruis; Nathan Weaver; Nicole Stillings; R C Bowman; Rachel Thomas; Sandra M Engstrum; Sara Huston; Sarah C Brown; Seth D Rooker; Taylor Fogle; Ted Jorgensen; Tim McCulloh; Todd Bengford

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

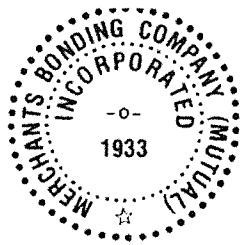
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 27th day of August, 2024.

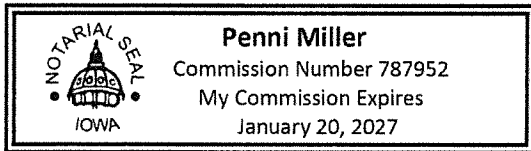


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY


By   
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 27th day of August 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



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

  
Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 13th day of September, 2024.



  
Secretary