

Company Name: WCSI, LLC Work Category No(s): 079000

and Incidental Materials not intended for purchase as tax-exempt, for the Labor and Incidental Base Bid stipulated sum of:

(Write amount) One hundred thirty five thousand two
hundred forty and $\frac{no}{100}$ Dollars (\$ 135,240.⁰⁰ .00)

BASE BID- TAX EXEMPT MATERIALS

The undersigned, having examined the site where the Work is to be executed and become familiar with local conditions affecting the cost of the Work and carefully examined the Project Manual, the Project Drawings, all other Bidding Documents and Addenda thereto prepared by the Architect, Klein McCarthy Architects, hereby agrees to provide all materials necessary for the complete and satisfactory execution of the ENTIRE WORK, and act as the Owner's appointed Purchasing Agent, for the Material Base Bid stipulated sum of:

(Write amount) Thirty three thousand eight hundred
ten and $\frac{no}{100}$ Dollars (\$ 33,810.⁰⁰ .00)

COMBINED TOTAL BASE BID

Include the total of the two separate base bids above. This number is for comparative reference only. The project will be awarded as two separate contracts.

(Write amount) One hundred sixty nine thousand fifty
and $\frac{no}{100}$ Dollars (\$ 169,050.⁰⁰ .00)

Unit Price No. U-1. Cost per cubic yard for removing unsuitable soil and replacing with compacted clean granular material \$ _____ /cubic yard

Company Name: WCSI, LLC Work Category No(s) 079950

We acknowledge receipt of Addenda 1 through 3 inclusive.

We acknowledge that we agree to the terms of the bidding documents. Specifically we have read and understand that:

- I have attach completed Responsible Contractor
- I have attached bid security
- Prevailing wages are included in bid amount
- The project is tax-exempt and taxes are not included in the bid amount
- We will clean work area daily and protect finished work
- Coordinate our work with other trades and suppliers. This includes participating in weekly coordination meetings and pre-installation meetings as determined by Construction Manager

Performance Bond and Labor and Material Payment Bond

The Bidder can / cannot provide Performance and Payment Bond in favor of Winona County and Market & Johnson, **if requested**, in the sum of 100% of the Contract Amount. The premium for any bonds will be paid by the Contractor, separate from the amounts quoted above.

The name of the proposed surety is Western Surety

To provide Performance and Payment Bonds
Base Bid Add \$6,750.00

**MINNESOTA STATE
SECTION 00 4513
ATTACHMENT A**

**RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF
COMPLIANCE**

PROJECT TITLE: Winona County Jail

Minn. Stat. § 16C.285, Subd. 7. **IMPLEMENTATION.** "...any prime contractor or subcontractor or motor carrier that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project."

Minn. Stat. § 16C.285, Subd. 3. **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.** "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

- (1) The Contractor:
- (i) is in compliance with workers' compensation and unemployment insurance requirements;
 - (ii) is in compliance with the Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees;
 - (iii) has a valid federal tax identification number or a valid Social Security number if an individual; and
 - (iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.

- (2) The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:
- (i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is "repeated" only if it involves two or more separate and distinct occurrences of underpayment during the three-year period;
 - (ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final;
 - (iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
 - (iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;

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	<p>(v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or</p> <p>(vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;*</p>
(3)	The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;*
(4)	The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;*
(5)	<p>The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;*</p> <p>* Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.</p>
(6)	The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions that have authority to debar the contractor; and
(7)	All subcontractors and motor carriers that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6) and clauses (8) and (9).
(8)	The contractor or related entity has been in business under the current business name or Federal Employer ID number for a minimum of two (2) years prior to the issuance of this Request for Bids.
(9)	The contractor or related entity has not had any willful or repeated OSHA safety citations within the past two (2) years.

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Minn. Stat. § 16C.285, Subd. 5. **SUBCONTRACTOR VERIFICATION.**

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting Attachments A and A-1 verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification, see Section 00 43 36 for Attachment A-2, confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Subd. 5a. motor carrier verification. A prime contractor or subcontractor shall obtain annually from all motor carriers with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all the minimum criteria in subdivision 3 prior to execution of a construction contract with each motor carrier. A prime contractor or subcontractor shall require each such motor carrier to provide it with immediate written notification in the event that the motor carrier no longer meets one or more of the minimum criteria in subdivision 3. Upon request, a prime contractor or subcontractor shall submit to the contracting authority the signed verifications of compliance from all motor carriers providing for-hire transportation of materials, equipment, or supplies for a project.

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Minn. Stat. § 16C.285, Subd. 4. **VERIFICATION OF COMPLIANCE.**

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3, with the exception of clause (7), at the time that it responds to the solicitation document.

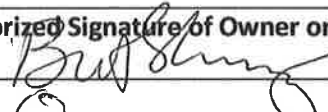
A contracting authority may accept a signed statement under oath as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. A prime contractor, subcontractor, or motor carrier that fails to verify compliance with any one of the minimum criteria or a false statement under oath in a verification of compliance shall be ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor or motor carrier that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria. A verification of compliance need not be notarized. An electronic verification of compliance made and submitted as part of an electronic bid shall be an acceptable verification of compliance under this section provided that it contains an electronic signature as defined in section 325L.02 paragraph (h)

CERTIFICATION

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285, and**
- 2) if my company is awarded a contract, I will submit Attachment A-1 prior to contract execution, and**
- 3) if my company is awarded a contract, I will also submit Attachment A-2 as required.**

Authorized Signature of Owner or Officer: 	Printed Name: Brent Schutz
Title: Owner	Date: 8/19/2021
Company Name: WCS1, LLL	

NOTE: Minn. Stat. § 16C.285, Subd. 2, (c) If only one prime contractor responds to a solicitation document, a contracting authority may award a construction contract to the responding prime contractor even if the minimum criteria in subdivision 3 are not met.

END OF SECTION



Bid Bond

CONTRACTOR:

(Name, legal status and address)

WCSI, LLC
1775 North Herman St.
Fountain City, WI 54622

SURETY:

(Name, legal status and principal place of business)

Western Surety Company
151 North Franklin St.
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)

Winona County
201 West Third Street
Winona, MN 55987

BOND AMOUNT: Five percent of the total amount bid (5%)

PROJECT:

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

Winona County Jail- 2001

Project Number, if any:
Project No. 2001

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 17th day of August 2021

✓
(Witness)

(Witness) Sandy Kruger

✓
(Principal) *(Seal)*
✓ *(Title)* Owner

(Surety)
(Title) Todd Stein (Attorney-In-Faci) *(Seal)*

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

Mark Levinson, Todd Stein, Jeff McQuate, Individually

of Akron, OH, 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 22nd day of June, 2015.



WESTERN SURETY COMPANY

Paul T. Bruflat

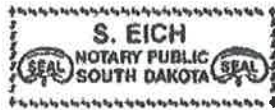
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } SS

On this 22nd day of June, 2015, 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

February 12, 2022



S. Eich

S. Eich, 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 19th day of March, 2020.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



***Certificate of Authority/Compliance
Minnesota Department of Commerce***

NAIC No.: 13188

Date Licensed in Minnesota: 05-13-1921

State/Country of Domicile: South Dakota

WESTERN SURETY COMPANY

has complied with all the requirements and laws of the State of Minnesota and is hereby authorized to transact the business of an insurance company under M.S. 60A.06, Subd. 1, clauses

06-Fidelity and Surety
13-General Liability

This certificate shall remain in effect until suspended, revoked, or otherwise legally terminated.

IN TESTIMONY WHEREOF, I have
hereunto set my hand at my office in the
City of St. Paul, Minnesota.

May 22, 2012

A handwritten signature in cursive script that reads "Mike Rothman".

MIKE ROTHMAN
Commissioner

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2018

ASSETS

Bonds	\$	1,935,428,756
Stocks		28,070,811
Cash, cash equivalents, and short-term investments		28,110,934
Receivables for securities		-
Investment income due and accrued		17,684,883
Premiums and considerations		48,092,741
Amounts recoverable from reinsurers		2,689,618
Current federal and foreign income tax recoverable and interest thereon		109,624
Net deferred tax asset		11,721,985
Receivable from parent, subsidiaries, and affiliates		11,902,908
Other assets		23,233
Total Assets	<u>\$</u>	<u>2,083,835,493</u>

LIABILITIES AND SURPLUS

Losses	\$	216,656,892
Loss adjustment expense		58,374,620
Commissions payable, contingent commissions and other similar charges		10,355,618
Other expenses (excluding taxes, license and fees)		-
Taxes, License and fees (excluding federal and foreign income taxes)		3,752,460
Federal and foreign income taxes payable		1,295,647
Unearned premiums		240,838,348
Advance premiums		5,412,052
Ceded reinsurance premiums payable (net of ceding commissions)		61,346
Amounts withheld or retained by company for account of others		5,262,414
Provision for reinsurance		182,147
Payable to parent, subsidiaries and affiliates		-
Payable on security transactions		-
Other liabilities		76,602
Total Liabilities	<u>\$</u>	<u>542,268,146</u>

Surplus Account:		
Common stock	\$	4,000,000
Gross paid in and contributed surplus		280,071,837
Unassigned funds		1,257,495,510
Surplus as regards policyholders		<u>1,541,567,347</u>
Total Liabilities and Capital	<u>\$</u>	<u>2,083,835,493</u>

I, Victoria Baltrus, Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2018, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

WESTERN SURETY COMPANY

By *Victoria Baltrus*
Vice President

Subscribed and sworn to me this 2nd day of March 2019
My commission expires:



By *Christopher Lopatowski*
Notary Public