

PART 1 – BID PROPOSAL

1.01 BASE BID

The undersigned agrees to perform the Work described in the Specifications and shown within the Contract Documents and as modified by all addenda for the sum of

Eight Hundred Twenty Nine Thousand Eight Hundred Fifty Eight and 00/100 Dollars (\$ 829,858.00)
(Print Dollar amount in space above; Do not include Washington State Sales Tax)

which sum is hereby designated Base Bid.

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

1.02 ALTERNATE BIDS

The undersigned proposes to perform work called for in the following alternates as described in the Contract Documents, for the sums which are to be added to or deducted from the Base Bid as follows:

	ADD	DEDUCT
ALTERNATE No. 1 Construct exterior wall "masks" on west and south facades.	\$ <u>40,659.00</u>	\$ _____

ALTERNATE No. 2 Furnish and install gym divider curtain.	\$ <u>10,605.00</u>	\$ _____
--	---------------------	----------

1.03 UNIT PRICES

The undersigned proposes to perform work called for in the following descriptions for prices based on a fixed cost per unit as follows:

UNIT PRICE A Furnish and place river rock specified Section 32 94 56.11.	\$ <u>41.00</u>	Per Ton
---	-----------------	---------

UNIT PRICE B Furnish and place landscape rocks specified Section 32 94 56.11.	\$ <u>92.00</u>	Per Ton
---	-----------------	---------

UNIT PRICE C Remove, haul, and properly dispose of non-soil materials discovered during site clearing and building earthwork.	\$ <u>149.00</u>	Per Ton
---	------------------	---------

UNIT PRICE D \$ 3.00 Per Lineal Foot
Remove, haul, and properly
Dispose of damaged 2x6
Framing and install new
2x6 framing.

1.04 CONTRACT

If the undersigned be notified of the acceptance of this proposal within sixty (60) days of the time set for the opening of bids, the undersigned agrees to execute a contract for the above Work, for a compensation computed from the above named sums, in the Agreement in accordance with Section 00 52 00.

1.05 TIME FOR COMPLETION

The time for Commencement and Completion of the Work shall be in accordance with provisions of Article 2 in the Agreement, Section 00 52 00.

1.06 LIQUIDATED DAMAGES

None.

1.07 REINSTATEMENT OF UNACCEPTED ALTERNATES

The undersigned further agrees that the Owner shall have the right to reinstate, at the bid price, any alternate bid not incorporated into the Contract if the Owner so notifies the Contractor within ninety (90) calendar days after the signing of the Contract.

1.08 BID SECURITY

The undersigned further agrees that the certified or bank cashier's check or bid bond payable to the Owner, accompanying this proposal, in the amount of five percent (5%) of the base bid is the measure of liquidated damages which the Owner will sustain by the failure of the undersigned to execute and deliver the above-named Contract and the associated performance bond, and that if the undersigned defaults in executing that Contract and in furnishing the performance bond within ten (10) days of written notification of the award of the Contract to the Contractor, then the amount of the check or bid bond shall be due and forfeited to the Owner. If this proposal is not accepted within sixty (60) days after the opening of bids, or if the undersigned executes and delivers said Contract and performance bond, the check shall be returned to the Contractor or the bid bond shall become null and void.

1.09 ADDENDA

Receipt of Addenda numbered 1 through 3 is hereby acknowledged.

1.10 ENCLOSURES WITH THE BID

- A. Affidavit of Non-Collusion Attached
- B. Bid Security bond or certified check Attached
- C. Subcontractor Listing, Section 00 41 13, Part 2 Will be emailed within 24 hours

Name of Firm: Five Rivers Construction, Inc.
Signed by: Michael D. Lee Title: President
Address: 1331 Baltimore Street, Longview, WA 98632
Telephone: 360-423-1991 Facsimile: 360-423-2031
State of Washington Contractor's License No. FIVE RCT066LN

PART 2 - BID PROPOSAL

2.01 SUBCONTRACTOR LISTING

List HVAC, Plumbing, and Electrical subcontractors.

FIRM NAME	DESIGNATED WORK
1) <u>BUSACK Electric</u>	<u>Electrical</u>
2) <u>H+N Sheet Metal</u>	<u>HVAC</u>
3) <u>Galloway Smith Plumbing + Heating</u>	<u>Plumbing</u>
4) _____	_____

Signed by



(Please Print Name) Michael D Lee, President

Name of Bidder/Firm Submitting Bid

Five Rivers Construction, Inc.

(Please Print)

AFFIDAVIT OF NON-COLLUSION

State of Washington)
) ss
County of *Cowlitz*)

Being duly sworn, deposes and says, that he is the identical person who submitted the foregoing proposal or bid, and that such bid is genuine and not sham or collusive or made in the interest or on behalf of any person not thereon named, and further, that the deponent has not directly or indirectly induced or solicited any other bidder on the foregoing work or equipment to put in a sham bid, or any other person or corporation to refrain from bidding, and that deponent has not, in any manner, sought by collusion to secure himself, or to any other person, an advantage over any other Bidder or Bidders.

Sign Here:

(Company Name)

Five Rivers Construction, Inc.

(Signature)

Michael D. Lee

(Title) *President*

(SEAL, IF INCORPORATED)

Subscribed and sworn to before me this *12th* day of *June*, 2013.

Lisa M. Stevenson

Notary Public in and for the State of Washington, residing at:

*Wenatchee, WA
Lewis Co.*



(This Affidavit properly executed must accompany all proposals)

PART 1 -- GENERAL

1.01 LIST OF SUBCONTRACTORS

Within 24 hours after Bid opening, provide list of principal subcontractors in accordance with requirements of Article 11.2 of the Agreement specified Section 00 52 00.

If awarded Contract, the undersigned, as General Contractor, agrees to employ the following subcontractors for listed work and further agrees that subcontractors may not be changed without Owner's written consent.

In the event any of these subcontractors are not approved by Owner, General Contractor agrees to propose other subcontractors for listed work, until Owner/Architect approves, and further agrees that approved subcontractors may not be changed without Owner's written consent.

Filling in names of the following principal subcontractors, with full name, address, and telephone number is mandatory if Bid is to be considered. Failure to name such subcontractors or itself will render the Bidder's Bid non-responsive and, therefore, void.

1. Excavation:

2. Concrete:

3. Rough Carpentry:

4. Finish Carpentry:

5. Windows and Glazing:

6. Doors and frames:

7. Roofing:

8. Gypsum wall and ceiling finishes:

The following will be emailed within 24 hours

9. Flooring:

10. Painting:

11. HVAC:

12. Electrical:

13. Plumbing:

Emailed within 24 hours

Named subcontractors must have reputation of competency in their fields of work. General Contractor assumes responsibility for quality of work performed by subcontractors.

If Contractor proposes to perform any of listed items with own staff, so state and demonstrate competence in those fields of work.

NAME OF FIRM: Five Rivers Construction, Inc.

SUBMITTED BY: Michael D Lee TITLE: President

Michael D. Lee
(Signature of a duly authorized (or legal) Representative of Firm.)

STREET ADDRESS: 1331 Baltimore Street
Longview, WA 98632

TELEPHONE: 360-423-1991 FACSIMILE: 360-423-2031

EMAIL: m.lee@Fiveriversconstruction.com

CONTRACTOR'S STATE LICENSE NUMBER: FIVERCT006LN

BID BOND

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Five Rivers Construction, Inc.

_____ as Principal, hereinafter called the Principal,

and the The Ohio Casualty Insurance Company,

of Seattle, WA, a corporation duly organized under

the laws of the State of New Hampshire, as Surety, hereinafter called the Surety, are held and firmly bound unto

Woodland School District as Obligee, hereinafter called the Obligee,

in the sum of Five Percent (5%) of Bid Amount

Dollars (\$ Five Percent (5%) of Bid Amount), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Woodland School District Yale Gym Remodel

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this 12th day of June, 2013.

Angie Monis

Witness

Five Rivers Construction, Inc. (Seal)
{ Michael D. Lee Pass.
Principal
Title

Christopher M. Kinyon

Christopher M. Kinyon
Witness

The Ohio Casualty Insurance Company
{ By Julie R. Truitt
Julie R. Truitt
Attorney-in-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

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.

Certificate No. 6067691

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations 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, Anne E. Strieby; Barbara A. Johnson; Brent E. Hellesen; Christopher Kinyon; Diane M. Harding; Eric A. Zimmerman; Jake Oja; James B. Binder; Jamie Diemer; Jeffrey L. Zimmerman; Jennifer L. Snyder; Julie R. Truitt; Karen Swanson; Kathy L. Patton; Kellie Hogan; Kristine A. Lawrence; Lisa M. Anderson; Mitchell R. Smee; Peggy A. Firth; Peter J. Comfort; Phyllis C. Robison; Sandra J. Kulseth; Wyntrene Mace

all of the city of Tacoma, state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

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 4th day of April, 2013.



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

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 4th day of April, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, 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 Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual 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 Gregory W. Davenport, 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, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the 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 12th day of June, 2013.



By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.