SOUTH KING FIRE AND RESCUE
SPECIAL MEETING
BOARD OF FIRE COMMISSIONERS

October 19, 2021
Virtual - Station #68
8:30 AM
AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Public Comments – must be specific to the topic of the Special Meeting (Bids for Station 65)**
4. **Commissioner Committee Report - Discuss Bids Received for Station 65**
5. **Adjournment**

We will respect each other and their opinion, and we will hold each member accountable to confront inappropriate behavior, or behavior that does not add value.

Budget, Finance and Audit Committee Meeting
October 14, 2021

Virtual – 1000 hours

Attendees:

Commissioner Gates
Commissioner Rickert
Chief Pennington
EDBO Ganem
A/C Mataftin
Lauri Perry
Kelsey Barrett

A/C Mataftin began the meeting reporting that we received a wide range of bids for Station 65, the low bidder is BFC Construction their bid came in at $1,190,000. A/C Mataftin asked our architect Howard Struve at Rice Fergus Miller to check in to some of the other public works jobs that BFC Construction has done for recommendations. They have done 2 recent public works jobs and they received good reviews on both of them and Kelsey checked into their standings with the State and they are in good standings with the State. BFC estimates that the project will take about 7-10 months to complete.

A/C Mataftin added that this morning he renewed the building permit with King County.

There was some discussion about a Special Meeting next week so hopefully we can get this approved by the full Board and get everything in motion. The Contractor would like to begin work in 30 days so he doesn't lose any of his subs.

A/C Mataftin added that this bid came in under budget based on the cost estimation that was done.

BID OPENING
October 5th, 2021
Virtual Via WebEx due to COVID-19

Station 65

Present: A/C Mataftin, Howard Struve, Kelsey Barrett, Mariah Bryant, Jaden Hassell, Scott Driscoll, Derrick (Optimus), Monique Howsmon (Christenson), Curt Gildea, 425-640-5050, Lia Western Ventures, 360-402-5354, Daren Burscher, Min Lee, 206-618-7770, Trisha Allen

Five (5) bids were received prior to the deadline of 1400 hours on October 5, 2021.

Bidder	Bid
BFC Construction	1,190,000
Berschauer Group	1,310,000
Western Ventures	1,575,000
Optimus Construction	1,479,000
Christensen, Inc	1,293,600

The Bids will be reviewed and we will be contacting the lowest bidder to see if they are still willing and able to honor their bid.

Adjourned at 1410 hours.

Bid Sign-In Sheet

Station 65 Station Improvements
Bid Close – October 5th, 2021, 2:00pm

Company Name: BFC Construction
Date/Time:
Initials: [illegible]

RECEIVED
OCT 05 2021
BY: 1:43 pm

Company Name: Berschauer Group
Date/Time:
Initials: KB

RECEIVED
OCT 05 2021
BY: 1:53pm

Company Name: Western Venturs
Date/Time:
Initials: KB

RECEIVED
OCT 05 2021
BY: 1:56 pm

Company Name: Optimus
Date/Time:
Initials: KB

RECEIVED
OCT 05 2021
BY: 1:57 pm

Company Name: Christensen, Inc
Date/Time:
Initials: KB

RECEIVED
OCT 05 2021
BY: 1:57 pm

SECTION 004113 BID FORM

TO: **South King Fire and Rescue**

ADDRESS: 31617 1st Ave S, Federal Way, WA 98003

I have received Bid Documents titled **"Facility Improvements Station 65"**, dated **September 3, 2021.**

I have received Addenda Nos. 1 and have included their provisions in my Bid.

I have examined both Documents and the site/job conditions and submit the following Bid.

In submitting this Bid, I agree:

1. To hold my bid open in accordance with referenced Instruction to Bidders, as modified and supplemented.

2. To enter into and execute referenced Contract, if awarded, on basis of this bid and to furnish bonds and insurance required by Bidding Documents.

3. To accomplish the work in accordance with the Contract Documents.

4. To complete the work by the time stipulated in the Project Manual.

5. COVID-19 Information: As COVID-19 continues to impact Washington State, South King Fire and Rescue and its contractors may need to continue to take the steps mandated by law to slow the spread of disease and protect the public. As the date of these Bid Documents, Washington State has restrictions including mandated worker protection that may have an impact on the execution of this project. The contractor/bidders understand and acknowledges, by submitted their bid, that their bid includes project impacts caused by COVID-19 Federal, State, County, and City restrictions current at the time of the Bid submittal date and that no adjustments to the contract sum will be allowed due to those restrictions. Bidders are solely responsible for educating themselves regarding all such applicable requirements and taking such restrictions into account when preparing their bids. Bidders are encouraged to visit www.coronavirus.wa.gov and www.cdc.gov for the most current information

OVERHEAD, PROFIT, AND THE LIKE

All bid prices listed in this form include overhead, profit, bonds, and all other expenses involved.

SALES TAX

All bid prices listed in this Bid Form **DO NOT INCLUDE** applicable local and Washington State Sales Tax.

BID AMOUNT

I WILL CONSTRUCT THIS PROJECT FOR THE FOLLOWING PRICE:

Base Bid Price (Lump sum):

one million one hundred ninety thousand and 00/100 DOLLARS

$ 1,190,000

TRENCH EXCAVATION SAFETY PROVISIONS

$ 0

(Included also in Base Bid)

If the bid amount contains any work which requires trenching exceeding a depth of four feet, all costs for trench safety shall be included in the Base Bid and indicated above for adequate trench safety systems in compliance with Chapter 39.04 RCW, 49.17 RCW and WAC 296-155-650. Bidder must include a lump sum dollar amount in blank above (even if the value is $0.00) to be responsive.

SUBCONTRACTORS LIST

Provide the name of Subcontractor used for the following:

1) Heating Capital Heating & Cooling
2) Ventilating & Air Conditioning Same as 1
3) Plumbing Hawks Plumbing & Mechanical
4) Electrical RES

CONTRACT TIME

The Owner anticipates Notice of Award of this contract within 60 days of bid receipt. Owner shall execute contract and issue Notice to Proceed upon satisfactory receipt of Certificate of Insurance, Bonds, and related documents as required by the Instructions to Bidders, the General Conditions of the Contract, and Supplemental Conditions.

If this Bid is accepted, we will Substantially Complete the work within 300 calendar days from Notice to Proceed.

Provided to Builders Exchange of WA, Inc. For usage Conditions Agreement see www.bxwa.com Always Verify Seal

CONTRACTOR'S QUALIFICATIONS STATEMENT

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

LICENSING

State of Washington Contractor's License Number: BFCCOCI812O3

Federal Tax I.D. Number: 84-2774002

COMBINED AFFIDAVIT & CERTIFICATION FORM: NON-COLLUSION, MINIMUM WAGE (NON-FEDERAL AID)

NON-COLLUSION AFFIDAVIT

I declare under penalty of perjury of the Laws of the State of Washington that I am the person who submitted the foregoing Bid, and that such Bid is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and further, that the declarant has not directly induced or solicited any other individual or entity to put in a sham Bid, or to refrain from submitting a Bid, and that declarant has not in any manner sought by collusion to secure to himself/herself or to any other person any advantage over other bidder or bidders.

AND

MINIMUM WAGE AFFIDAVIT FORM

I, the undersigned, declare under penalty of perjury of the Laws of the State of Washington, that in connection with the performance of the work of this project, I will pay each classification of laborer, workman, or mechanic employed in the performance of such work not less than the prevailing rate of wage or not less than the minimum rate of wage as specified in the principal contract; that I have read the above and foregoing statement and certificate, know the contents thereof and the substance as set forth therein is true to my knowledge and belief.

BFC Construction, Inc

NAME OF BIDDER'S FIRM

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF BIDDER

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

BFC Construction, Inc
Bidder's Business Name

Signature of Authorized Official*

Min Lee
Printed Name

President
Title

10/5/2021 | University Place, WA 98466 | WA
Date | City | State

Check One:
Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☑

State of Incorporation, or if not a corporation, State where business entity was formed:
Washington

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

THIS BID PROPOSAL SUBMITTED BY:

NAME OF FIRM: BFC Construction, Inc

SIGNED BY: _____ TITLE: President

PRINTED NAME: Min Lee

ADDRESS: 6824 19th Street W

CITY/STATE/ZIP: University Place, WA 98466

TELEPHONE: 253-302-0295

DATE: 10/5/2021

NOTE:
If Bidder is a corporation write State of Incorporation, and if partnership, give full names and address of all partners below.

Washington

Min Lee 100% Ownership

END OF SECTION

Issued by Builders Exchange of WA Inc. For more Contract Document use visit bxwa.com Plans Used By Permission

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)
BFC Construction, Inc.
1112 S 344th St
Federal Way, WA 98003

SURETY:
(Name, legal status and principal place of business)
Merchants National Bonding, Inc.
P.O. Box 14498
Des Moines, IA 50306-3498

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)
South King Fire & Rescue
31617 1st Avenue South
Federal Way, WA 98003-5201

BOND AMOUNT: $ Five Percent (5%) of the Total Bid Amount

PROJECT:
(Name, location or address, and Project number, if any)
South King Fire and Rescue
Facility Improvements Station 65
Auburn, WA

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 2021

(Witness)

BFC Construction, Inc.
(Principal) *(Seal)*

(Title) President

(Witness)

Merchants National Bonding, Inc.
(Surety) *(Seal)*

(Title) Nicholas Fredrickson
Attorney-in-Fact

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 (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Abigail A Bonney; Andrew Kerslake; Andrew P Larsen; Charla M Boadle; Deanna M French; Derek Sabo; Elizabeth R Hahn; Francis Wirt; Guy P Armfield; Jana M Roy; John M Miller; John N Bustard; John R Claeys; Mariah Sansone; Marie I Matetich; Mason Michael Marks; Mindee L Rankin; Nicholas Fredrickson; Roger Kaltenbach; Roland R Eugenio; Ronald J Lange; Sandy L Boswell; Scott A Garcia; Scott Fisher; Scott McGilvray; Sean K Spencer; Shirley J Pace; Susan B Larson; William M Smith

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 adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"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 aut hority 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 13th day of September , 2021 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 13th day of September 2021 , 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.

NOTARIAL SEAL IOWA

POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

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

Polly Mason
Notary Public

I, William Warner, Jr., 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 5 day of October , 2021.

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/20)

All bid prices listed in this Bid Form **DO NOT INCLUDE** applicable local and Washington State Sales Tax.

BID AMOUNT

I WILL CONSTRUCT THIS PROJECT FOR THE FOLLOWING PRICE:

Base Bid Price (Lump sum):

One Million Two Hundred Ninety three thousand Six Hundred DOLLARS

$ 1,293,600

TRENCH EXCAVATION SAFETY PROVISIONS

$ 0.00

(Included also in Base Bid)

If the bid amount contains any work which requires trenching exceeding a depth of four feet, all costs for trench safety shall be included in the Base Bid and indicated above for adequate trench safety systems in compliance with Chapter 39.04 RCW. 49.17 RCW and WAC 296-155-650. Bidder must include a lump sum dollar amount in blank above (even if the value is $0.00) to be responsive.

SUBCONTRACTORS LIST

Provide the name of Subcontractor used for the following:

1) Heating CAPITAL HEATING
2) Ventilating & Air Conditioning CAPITAL HEATING
3) Plumbing HAWK MECHANICAL
4) Electrical BES ELETRIC

CONTRACT TIME

The Owner anticipates Notice of Award of this contract within 60 days of bid receipt. Owner shall execute contract and issue Notice to Proceed upon satisfactory receipt of Certificate of Insurance, Bonds, and related documents as required by the Instructions to Bidders, the General Conditions of the Contract, and Supplemental Conditions.

If this Bid is accepted, we will Substantially Complete the work within **300** calendar days from Notice to Proceed.

Provided to Builders Exchange of WA, Inc. For usage Conditions Agreement see www.bxwa.com – Always Verify Scal

CONTRACTOR'S QUALIFICATIONS STATEMENT
The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

LICENSING

State of Washington Contractor's License Number: CHRISIG066LB

Federal Tax I.D. Number: 91-1641769

Provided to Builders Exchange of WA, Inc. For usage Conditions Agreement see www.bxwa.com - Always Verify Scal

COMBINED AFFIDAVIT & CERTIFICATION FORM: NON-COLLUSION, MINIMUM WAGE (NON-FEDERAL AID)

NON-COLLUSION AFFIDAVIT

I declare under penalty of perjury of the Laws of the State of Washington that I am the person who submitted the foregoing Bid, and that such Bid is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and further, that the declarant has not directly induced or solicited any other individual or entity to put in a sham Bid, or to refrain from submitting a Bid, and that declarant has not in any manner sought by collusion to secure to himself/herself or to any other person any advantage over other bidder or bidders.

AND

MINIMUM WAGE AFFIDAVIT FORM

I, the undersigned, declare under penalty of perjury of the Laws of the State of Washington, that in connection with the performance of the work of this project, I will pay each classification of laborer, workman, or mechanic employed in the performance of such work not less than the prevailing rate of wage or not less than the minimum rate of wage as specified in the principal contract; that I have read the above and foregoing statement and certificate, know the contents thereof and the substance as set forth therein is true to my knowledge and belief.

Christensen Inc. General Contractor
NAME OF BIDDER'S FIRM

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF BIDDER

Provided to Builders Exchange of WA, Inc. For usage Conditions Agreement see www.bxwa.com - Always Verify Scal

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Christensen Inc. General Contractor
Bidder's Business Name

Signature of Authorized Official*

Joe Presto
Printed Name

General Manager
Title

10/05/2021	Tumwater	WA
Date	City	State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☒

State of Incorporation, or if not a corporation, State where business entity was formed:
Washington

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

Provided to Builders Exchange of WA, Inc. For usage Conditions Agreement see www.bxwa.com - Always Verify Scal

THIS BID PROPOSAL SUBMITTED BY:

NAME OF FIRM Christensen Inc. General Contractor

SIGNED BY _____ TITLE General Manager

PRINTED NAME Joe Presto

ADDRESS 2840 Crites St SW Suite 100

CITY/STATE/ZIP Tumwater, WA 98512

TELEPHONE (360) 709-0330

DATE 10/05/2021

NOTE:
If Bidder is a corporation write State of Incorporation, and if partnership, give full names and address of all partners below.

Washington

END OF SECTION

Provided to Builders Exchange of WA, Inc. For usage Conditions Agreement see www.bxwa.com - Always Verify Scal

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

CONTRACTOR:
(Name, legal status and address)
Christensen, Inc., General Contractor
2840 Crites St SW, Suite 100
Tumwater, WA 98512

SURETY:
(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:
(Name, legal status and address)
South King Fire and Rescue
31617 1st Avenue South
Federal Way, WA 98003

BOND AMOUNT: $ Five Percent of the Total Amount Bid (5% of T.A.B.)

PROJECT:
(Name, location or address, and Project number, if any)
Station 65 Facility Improvements
4966 South 298th Street
Auburn, WA 98001

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 30th day of September, 2021

(Witness)

(Witness)

(Principal) (Seal)

(Title) Vice President

(Surety) (Seal)

Attorney in Fact
(Title)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CONN.

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010 Edition

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Tiffany Karpavicius** of **OLYMPIA**, **Washington**, their true and lawful Attorney(s)-In-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-In-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 30th day of September, 2021.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

SECTION 004113 BID FORM

TO: **South King Fire and Rescue**

ADDRESS: 31617 1st Ave S, Federal Way, WA 98003

I have received Bid Documents titled "**Facility Improvements Station 65**", dated **September 3, 2021.**

I have received Addenda Nos. 1 and have included their provisions in my Bid.

I have examined both Documents and the site/job conditions and submit the following Bid.

In submitting this Bid, I agree:

1. To hold my bid open in accordance with referenced Instruction to Bidders, as modified and supplemented.

2. To enter into and execute referenced Contract, if awarded, on basis of this bid and to furnish bonds and insurance required by Bidding Documents.

3. To accomplish the work in accordance with the Contract Documents.

4. To complete the work by the time stipulated in the Project Manual.

5. COVID-19 Information: As COVID-19 continues to impact Washington State, South King Fire and Rescue and its contractors may need to continue to take the steps mandated by law to slow the spread of disease and protect the public. As the date of these Bid Documents, Washington State has restrictions including mandated worker protection that may have an impact on the execution of this project. The contractor/bidders understand and acknowledges, by submitted their bid, that their bid includes project impacts caused by COVID-19 Federal, State, County, and City restrictions current at the time of the Bid submittal date and that no adjustments to the contract sum will be allowed due to those restrictions. Bidders are solely responsible for educating themselves regarding all such applicable requirements and taking such restrictions into account when preparing their bids. Bidders are encouraged to visit www.coronavirus.wa.gov and www.cdc.gov for the most current information

OVERHEAD, PROFIT, AND THE LIKE

All bid prices listed in this form include overhead, profit, bonds, and all other expenses involved.

SALES TAX

Provided to Builders Exchange of WA, Inc. For usage Conditions Agreement see www.bxwa.com - Always Verify Scal