

06.18.2015

## Report - New Office and Facilities Bldg.

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The District held the bid opening for the New Office and Facilities Building on Thursday May 18, 2015 at 2:00 PM. There were two bids received. The bids are attached to this report.

Bid Tabulation:

Bidder	Base Bid	Alternate 1	Alternate 2
Rognlin's Inc.	\$836,198.03	\$90,441.78	\$23,441.28
Helligso Const. Inc.	\$753,419.00	\$84,196.00	\$42,731.00

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David Jensen will evaluate the bids and prepare a recommendation for award for the Board by Wednesday June 24, 2015. The Board will need to schedule a special meeting before the end of June to either award the bid or reject all bids.

END OF REPORT

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## North Beach Water District

Tel (360) 665-4144  
Fax (360) 665-4641

PO Box 618 - 25902 Vernon Ave.  
Ocean Park, WA

[www.northbeachwate.com](http://www.northbeachwate.com)



SECTION 004100 - BID FORM

To: District Commissioners  
North Beach Water District  
29502 Vernon Ave. #C  
Ocean Park, WA 98640

Having carefully examined instructions to bidders and the Contract Documents entitled: New Office and Facilities Building for North Beach Water District as prepared by David E. Jensen, Architect, and having visited the site and examined the conditions affecting the Work, the undersigned proposes to:

1. Complete the Work as required by the Contract Documents for the stipulated sum of:

Base Bid .....	\$ <u>774,975.00</u>
WSST .....	\$ <u>61,223.03</u>
Project Bid .....	\$ <u>836,198.03</u>
Alternate No. 1 .....	\$ <u>83,820.00</u>
WSST .....	\$ <u>6,621.78</u>
Alt. Total .....	\$ <u>90,441.78</u>
Alternate No. 2 .....	\$ <u>21,725.00</u>
WSST .....	\$ <u>1,716.28</u>
Alt. Total .....	\$ <u>23,441.28</u>

2. Start the Work on the date of written notice to proceed.
3. Substantially Complete the Work within one hundred eighty (180) calendar days.

Notwithstanding any contrary provisions herein, the Owners shall retain the final 5% of the contract price due to the Contractor for a period of 30 days after final acceptance, at which time the final payment shall be made to the Contractor, unless liens or taxes remain unsatisfied, and/or compliance with the pertaining WAC is not certified. Owner shall disburse such funds when any applicable liens or taxes are satisfied.

If written notice of acceptance of this proposal is mailed or delivered to undersigned within time limit noted in Contract Documents after date of proposal submission or any time thereafter before this proposal is withdrawn, undersigned will, within ten (10) days after date of such mailing or delivering of such notice, execute and deliver Contract on North Beach Water District Public Works Contract form.

This proposal may be withdrawn at any time prior to the scheduled time for the opening of bids, or any authorized postponement thereof.

Enclosed is a certified check, cashier's check or bid bond in the amount of 5% of the base bid. (Cash deposits will not be accepted.)

Receipt of Addenda numbered 1 through 2 is hereby acknowledged.

Name of Firm: Rognlin's, Inc.

Address: 321 W. State St.

City/State: Aberdeen WA Zip: 98520

Telephone: (360) 532-5220

State Contractor's License No.: ROGNL\*\*342LF

Note: If bidder is a corporation, write state of incorporation; and if a partnership, give full names and address of all partners below:

Rognlin's, Inc. is a  
Washington State Corporation

Signed:  Date: 6/18/15  
Randy Rognlin, President

END OF SECTION 004100

**BID BOND**

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

KNOW ALL BY THESE PRESENTS, That we, Rognlin's, Inc.

\_\_\_\_\_ as Principal, hereinafter called the Principal,

and the Liberty Mutual Insurance Company

of Seattle, WA

\_\_\_\_\_ , a corporation duly organized under the laws of the State of Massachusetts

as Surety, hereinafter called the Surety, are held and firmly bound unto North Beach Water 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.

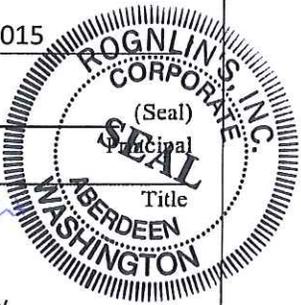
WHEREAS, the Principal has submitted a bid for New Office and Facilities Building

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 18th day of June, 2015

Nicole Stevans  
\_\_\_\_\_  
Witness

Rognlin's, Inc.  
{ Randy Rognlin  
\_\_\_\_\_  
Randy Rognlin, President



Julie R. Truitt  
\_\_\_\_\_  
Julie R. Truitt Witness

Liberty Mutual Insurance Company  
{ By Karen Swanson  
\_\_\_\_\_  
Karen Swanson 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. 6920365

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, Barbara A. Johnson; Brent E. Heilesen; Carley Espiritu; Christopher Kinyon; Cynthia L. Jay; Diane M. Harding; Eric A. Zimmerman; Jake Oja; James B. Binder; Jamie Diemer; Jeffrey L. Zimmerman; Jennifer L. Snyder; Julie R. Truitt; Karen Swanson; Kellie Hogan; Kristine A. Lawrence; Lisa M. Anderson; Mandy Keltner; Mitchell R. Smee; Peggy A. Firth; Peter J. Comfort; 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 24th day of March, 2015.



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

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

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 24th day of March, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance 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 Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of 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 David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

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

I, Gregory W. Davenport, 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 18 day of June, 20 15.



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

Not valid for mortgage, note, loan, letter of credit, 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.

SECTION 004100 - BID FORM

To: District Commissioners  
North Beach Water District  
29502 Vernon Ave. #C  
Ocean Park, WA 98640

Having carefully examined instructions to bidders and the Contract Documents entitled: New Office and Facilities Building for North Beach Water District as prepared by David E. Jensen, Architect, and having visited the site and examined the conditions affecting the Work, the undersigned proposes to:

1. Complete the Work as required by the Contract Documents for the stipulated sum of:

Base Bid .....	\$	<u>698,257<sup>00</sup></u>
WSST .....	\$	<u>55,162<sup>00</sup></u>
Project Bid .....	\$	<u>753,419<sup>00</sup></u>
Alternate No. 1 .....	\$	<u>78,032<sup>00</sup></u>
WSST .....	\$	<u>6,164<sup>00</sup></u>
Alt. Total .....	\$	<u>84,196<sup>00</sup></u>
Alternate No. 2 .....	\$	<u>39,603<sup>00</sup></u>
WSST .....	\$	<u>3,128<sup>00</sup></u>
Alt. Total .....	\$	<u>42,731<sup>00</sup></u>

2. Start the Work on the date of written notice to proceed.
3. Substantially Complete the Work within one hundred eighty (180) calendar days.

Notwithstanding any contrary provisions herein, the Owners shall retain the final 5% of the contract price due to the Contractor for a period of 30 days after final acceptance, at which time the final payment shall be made to the Contractor, unless liens or taxes remain unsatisfied, and/or compliance with the pertaining WAC is not certified. Owner shall disburse such funds when any applicable liens or taxes are satisfied.

If written notice of acceptance of this proposal is mailed or delivered to undersigned within time limit noted in Contract Documents after date of proposal submission or any time thereafter before this proposal is withdrawn, undersigned will, within ten (10) days after date of such mailing or delivering of such notice, execute and deliver Contract on North Beach Water District Public Works Contract form.

This proposal may be withdrawn at any time prior to the scheduled time for the opening of bids, or any authorized postponement thereof.

Enclosed is a certified check, cashier's check or bid bond in the amount of 5% of the base bid. (Cash deposits will not be accepted.)

Receipt of Addenda numbered 1 through 2 is hereby acknowledged.

Name of Firm: HELLIGSO CONSTRUCTION CO.

Address: PO BOX 147

City/State: ASTORIA, OR Zip: 97103

Telephone: 503.325.7697

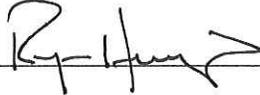
State Contractor's License No.: LARRY HC 9760R

Note: If bidder is a corporation, write state of incorporation; and if a partnership, give full names and address of all partners below:

dba: HELLIGSO CONSTRUCTION CO. (OREGON CORP.)

LARRY HELLIGSO CONSTRUCTION CO.

RYAN HELLIGSO, PRES.

Signed:  Date: 6.18.15

END OF SECTION 004100

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we  
Larry Helligso Construction Co. DBA Helligso Construction Co. (Here insert full name and address or legal title of Contractor)  
PO Box 147, Astoria, Oregon 97103  
as Principal, hereinafter called the Principal, and  
The Guarantee Company of North America USA (Here insert full name and address or legal title of Surety)  
1800 Sutter St., Suite 880, Concord, California 94520

a corporation duly organized under the laws of the State of Michigan  
as Surety, hereinafter called the Surety, are held and firmly bound unto  
North Beach Water District (Here insert full name and address or legal title of Owner)  
25902 Vernon Ave., Ocean Park, Washington 98640  
as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of the Total Amount Bid---- Dollars ( 5% ),  
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 Princioal has submitted a bid for

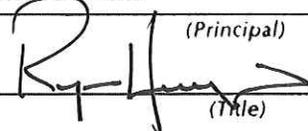
New Office and Facilities Building

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 18th day of June, 2015

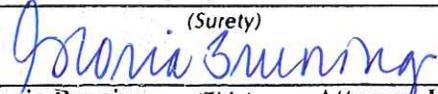
  
\_\_\_\_\_  
(Witness)

Larry Helligso Construction Co. DBA Helligso  
Construction Co.

  
\_\_\_\_\_  
(Principal) (Seal)  
PRES.  
(Title)

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

The Guarantee Company of North America USA

  
\_\_\_\_\_  
(Surety) (Seal)  
Gloria Bruning (Title) Attorney-In-Fact





THE GUARANTEE COMPANY OF NORTH AMERICA USA

Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Brent Olson, James P. Dooney, Philip O. Forker, Gene M. Dietzman, Richard W. Kowalski, John D. Klump, Karen A. Pierce, Joel Dietzman, Christopher A. Reburn, Gloria Bruning, Vicki Mather, Ray M. Paiement, J. Patrick Dooney, Tami Jones Anchor Insurance & Surety, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

- 1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. 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.
4. 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.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

[Signature of Stephen C. Ruschak]

[Signature of Randall Musselman]

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, Vice President

Randall Musselman, Secretary

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

[Signature of Cynthia A. Takai]

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 18th day of June, 2015.

[Signature of Randall Musselman]

Randall Musselman, Secretary