

Project Name: East Lewis County Sheriff's Substation, Project #31-2216

Name of Firm: Midway Underground LLC

LEWIS COUNTY
DEPARTMENT OF CENTRAL SERVICES
FACILITIES DIVISION
351 NW NORTH ST, MS:PSD05
CHEHALIS, WA 98532

BID PROPOSAL

In compliance with the contract documents, the following bid proposal is submitted:

1) BASE BID (*Including Trench Excavation Safety Provisions*)

NINETY TWO THOUSAND DOLLARS EVEN \$ 92,000.00
(Please print dollar amount in space above) (do not include Washington State Sales Tax)

TRENCH EXCAVATION SAFETY PROVISIONS

\$ 500.00

(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.

2) BID ALTERNATES (*Specify whether additive or deductive*)

(1) <u>Adding Extra Bay to Shop 36X60</u>	\$ <u>21,600.00</u>
(2) _____	\$ _____
(3) _____	\$ _____
(4) _____	\$ _____
(5) _____	\$ _____
(6) _____	\$ _____

Do not include Washington State Sales Tax **in alternate amounts.**

The Owner reserves the right to accept or reject any or all bid prices within sixty (60) days of the bid date.

Time for Completion

The undersigned hereby agrees to complete all the work under the Base Bid (and accepted alternates) within 20 calendar days after the date of Notice to Proceed.

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UNIT PRICES (Where applicable) (Do not include Washington State Sales Tax)

<u>Item No.</u>	<u>Unit Description</u>	<u>Estimated Quantities</u>	<u>Additive Unit Price</u>	<u>Deductive Unit Price</u>	<u>Per Measurement</u>
1.			\$	\$	
2.			\$	\$	
3.			\$	\$	
4.			\$	\$	
5.			\$	\$	

The above unit prices shall be for any additive and deductive work within 15% of the above estimated quantities. The unit price shall include full compensation for the cost of labor, materials, equipment, overhead, profit and any additional costs associated with the unit bid.

The Owner reserves the right to accept or reject any or all unit prices within sixty (60) days of the bid date.

Subcontractor Listing – RCW 39.30.060

If the base bid and the sum of the additive alternates is one million dollars or more the bidder shall provide names of the subcontractors with whom the bidder will **directly** subcontract for performance of the following work. If the bidder intends to perform the work, the bidder must enter its name for that category of work.

The bidder shall not list more than one subcontractor for each category of work identified UNLESS subcontractors vary with bid alternates, in which case the bidder must indicate which subcontractor will be used for which alternate.

Failure of the bidder to submit the NAMES of such subcontractors or to name itself to perform such work shall render the bidder's bid nonresponsive and, therefore, void.

<u>Designated Work</u>	<u>Firm Name</u>
1. Heating Ventilation Air Conditioning (HVAC)	<u>N/A</u>
1.a. HVAC Alternate Bid #____ (if applicable)	<u>N/A</u>
2. Plumbing	<u>[Signature]</u>
2.a. Plumbing Alternate Bid #____ (if applicable)	_____
3. Electrical	_____
3.a. Electrical Alternate Bid #____ (if applicable)	_____

Bidder may attach a separate sheet for additional alternate bid subcontractors.

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Apprenticeship Requirements

The apprentice labor hours required for this project are 15 % of the total labor hours. The undersigned agrees to utilize this level of apprentice participation. Voluntary workforce diversity goals for this apprentice participation are identified in the Instructions To Bidders and Supplemental Conditions.

Liquidated Damages

The undersigned agrees to pay the Owner as liquidated damages the sum of \$ _____ for each consecutive calendar day that is in default after the Contract Time. Liquidated damages shall be deducted from the contract by change order.

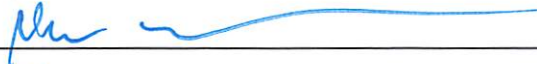
Receipt of Addenda

Receipt of the following addenda is acknowledged:

Addendum No. <u>1</u>	Addendum No. <u>2</u>
Addendum No. <u>3</u>	Addendum No. _____
Addendum No. _____	Addendum No. _____

Name of Firm Midway Underground LLC

NOTE: If bidder is a corporation, write State of Incorporation; if a partnership, give full names and addresses of all parties below.

Signed by , Official Capacity PM

Print Name NEIL KOSKINEN

Address 980 Jackson Hwy S

City Toledo State WA Zip Code 98591

Date 12/06/2022 Telephone 360-864-8810 FAX _____

State of Washington Contractor's License No. MIDWAUL840PQ

Federal Tax ID # 81-3620072 e-mail address: neil@midwayundergroundllc.com

NON-COLLUSION AFFIDAVIT

STATE OF WASHINGTON

COUNTY OF Lewis County

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to LEWIS COUNTY for consideration in the award of a contract on the improvement described as follows:

Community Development Electrical and Generator, Project #31-2219

Further, that this bid is not a sham or collusion, and in no respect or degree is the bid made in the interest or on behalf of any person, firm, or corporation not named in the Proposal containing such bid.

CORPORATE SEAL)
Name of Firm

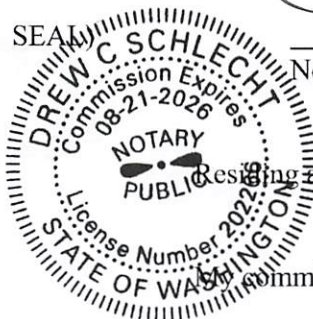
Midway Underground

[Signature]
Signature of Authorized Member



SWORN to before me this 7 day of December, 2022.

SEAL) [Signature]
Notary Public in and for the State of Washington



Residing at: Lewis County, Washington

My commission expires: 08/21/2026

SPECIAL MEETING OF
MEMBERS OF
Midway Underground LLC

I. TIME AND PLACE

The meeting of the members named in the Articles of Incorporation of Midway Underground LLC. was held at 881 State route 505, Toledo, Washington at the hour of ten o'clock a.m., on the 6th day of January, 2018.

II. PRESENT

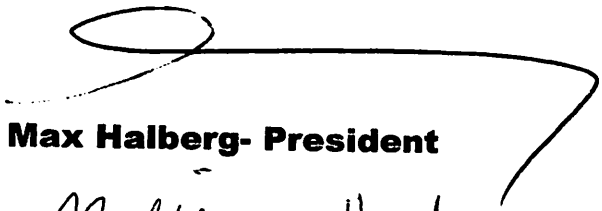
Max Halberg, President presided over the meeting.
Also present
was Mellisa Halberg, Member.

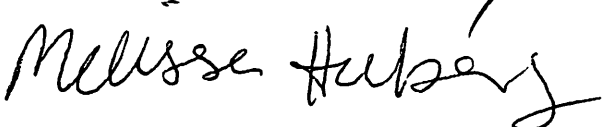
III. EXECUTION OF CONTRACTS

It was recommended that company representative, Neil Koskiniemi, be authorized to execute, on behalf of the corporation, contracts, deeds, mortgages and other instruments the Board has authorized to be executed. Upon motion duly made and seconded, the following resolutions were unanimously adopted:

RESOLVED, that Neil Koskiniemi, company representative, is authorized to execute contracts, deeds, mortgages and other instruments on behalf of the corporation.

There being no further business to come before the Board, The meeting was adjourned.


Max Halberg- President


Mellisa Halberg- Member



Document A310™ – 2010

Bid Bond

CONTRACTOR:*(Name, legal status and address)*

Midway Underground, LLC
980 Jackson Highway S.
Toledo, WA 98591

SURETY:*(Name, legal status and principal place of business)*

SureTec Insurance Company
1330 Post Oak Blvd., Suite 1100
Houston, TX 77056

OWNER:*(Name, legal status and address)*

Lewis County -Department of Internal Services
351 NW North Street
Chehalis, WA 98532

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

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

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Project # 31-2216

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.

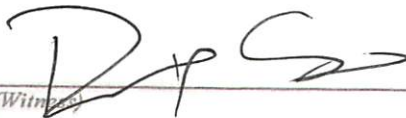
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the 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.

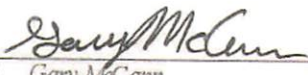
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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.

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Signed and sealed this 7th day of December 2022


(Witness)


(Witness) Gary McCann

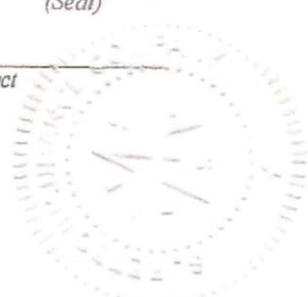
Midway Underground LLC
(Contractor as Principal)


(Title)

SureTec Insurance Company
(Surety)

(Seal)


(Title) Ian J. Campbell, Attorney-in-Fact



Init.

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Ian J. Campbell, Daniel E. Schaller, Gary P. McCann, Melissa P. Schellinkhout, Megan Douglas

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 17th day of May, 2021.

SureTec Insurance Company

By: 
Michael C. Keimig, President

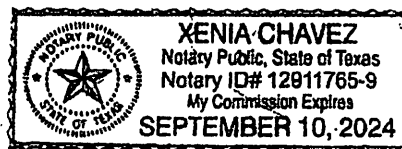


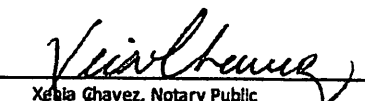
Markel Insurance Company
By: 
Lindsey Jennings, Vice President

State of Texas
County of Harris:

On this 17th day of May, 2021 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the Individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



By: 
Xenia Chavez, Notary Public
My commission expires 9/10/2024

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 7th day of December, 2022.

SureTec Insurance Company
By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company
By: 
Andrew Marquis, Assistant Secretary