

SECTION 00 41 00  
BID FORM

TO: **City of Sweet Home**  
1140 12<sup>th</sup> Avenue  
Sweet Home, OR 97386  
- - hereinafter called the "Owner"

FOR PROJECT: **Sweet Home City Hall**  
3225 Main Street  
Sweet Home, OR 97386  
- - hereinafter called the "Project"

As described by the ARCHITECT: **Scott | Edwards Architecture, LLP**  
2525 E Burnside St.  
Portland, Oregon 97214  
- - hereinafter called the "Architect"

In consideration of being awarded a contract for construction I/We, the undersigned, having read all the requirements of this call for bids, together with all information contained in the Contract Documents for this Project, agree to provide all material and labor necessary for, and incidental to, the completion of the Project in accordance with said Contract Documents for a BASE BID, STIPULATED LUMP SUM OF:

NINE HUNDRED TEN THOUSAND DOLLARS Dollars (\$ 910,000.00).

The undersigned acknowledges that the base bid indicated above includes EIGHT THOUSAND ONE HUNDRED Dollars (\$ 8,100.00) for the cost of the Performance and Payment Bond as required by Section 01 61 13.

The undersigned hereby agrees to complete the BASE BID construction in all respects and subject to the provisions for liquidated damages stipulated in the General Conditions, Supplementary Conditions and Contract for Construction, within (~~429~~ 171) consecutive calendar days of receipt of Notice to Proceed and for the Stipulated Sum stated above.

**ADDENDA**

The undersigned hereby acknowledges receipt of the following addenda and has included them in his/her BID.

Addendum No. 1 Dated 9/14/18.

Addendum No. 2 Dated 9/21/18.

Addendum No.     Dated           .

Addendum No.     Dated           .

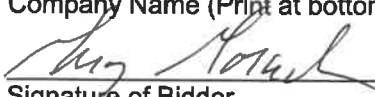
The undersigned certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

The undersigned understands that the following additional form must be submitted within TWO HOURS following the Bid Date and Time for the Bid to be complete. The Owner must reject a bid as non-responsive if a bidder fails to submit the following additional form:

- First Tier Subcontractor Disclosure                      Section 00 45 21 of the Project Manual
- Bid Bond    Section 00 43 13 of the Project Manual

**SECTION 00 41 00  
BID FORM**

The undersigned acknowledges this Bid includes all applicable taxes and fees.

|  |                                    |
|--|------------------------------------|
| <u>GBC Construction</u><br>Company Name (Print at bottom of each page also)                              | <u>LLC</u><br>Business Entity Type |
| <br>Signature of Bidder | <u>9/26/18</u><br>Date             |

Signed by: Greg Goracke

Official Capacity: President

Address: 2273 NW Professional Dr., Suite 200

City and State: Corvallis, OR Zip 97330

Telephone: 541.752.0381 Fax: 541.752.0472

Email Address: greg@gbcconstruct.com

State Contractor's License No. 166612

Contractor's Federal Tax I.D. No. 20-3522595

If bidder is a corporation, write State of Incorporation and affix corporate seal, if a partnership, give full names and addresses of all parties below: (Attach additional sheet if required for this item only)

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END OF SECTION



**ANCHOR INSURANCE & SURETY, INC.**

500 Century Tower • 1201 S.W. 12th Avenue • Portland, OR 97205-2030 • (503) 224-2500 • FAX (503) 224-9830

**BID BOND ENCLOSED**

**DATE:** 09/13/2018 - UPS

**TO:** GBC Construction LLC

**RE:** 9/26/2018 Bid Bond

Job Title: Sweet Home City Hall, SEA #16158

Obligee: City of Sweet Home

Enclosed is the Bid Bond you ordered.

Pre-check all signatures, dates, amounts and job descriptions to avoid having a low bid rejection because of a clerical error.

Re-verify that the Bid Bond form attached is the form required by the specification.

Please provide bid results as soon as possible.

Sincerely,

Gail Price  
Bond Account Manager

**Final Bond Rates:**

|          |           |          |              |
|----------|-----------|----------|--------------|
| FIRST \$ | 100,000   | \$ 10.00 | PER \$1,000. |
| NEXT \$  | 400,000   | \$ 10.00 | PER \$1,000. |
| NEXT \$  | 2,000,000 | \$ 7.30  | PER \$1,000. |
| NEXT \$  | 2,500,000 | \$ 6.00  | PER \$1,000. |
| NEXT \$  | 2,500,000 | \$       | PER \$1,000. |
| OVER\$   | 7,500,000 | \$       | PER \$1,000. |

*Where time for completion is over 24 months or 731 calendar days, add 1% for each extra full month.*

 **AIA** Document A310™ – 2010

**Bid Bond**

**CONTRACTOR:**

*(Name, legal status and address)*

**GBC Construction LLC**  
2273 NW Professional Drive, Suite 200  
Corvallis, OR 97330

**SURETY:**

*(Name, legal status and principal place of business)* **Western Surety Company**

12909 SW 68th Parkway, Suite 200  
Portland, OR 97223

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)*

**City of Sweet Home**  
1140 12th Ave.  
Sweet Home, OR 97386

**BOND AMOUNT: Ten Percent of the Total Amount Bid---**

**PROJECT:**

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

**Sweet Home City Hall, SEA #16158**


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 **26th** day of **September** **2018**

  
*(Witness)*

**GBC Construction LLC**  
*(Principal)*  *(Seal)*

  
*(Witness)*

*(Title)*  
**Western Surety Company**  
*(Surety)*  *(Seal)*  
*(Title)* **Gail A. Price, Attorney-in-Fact**

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

# 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

**Philip O Forker, Ray M Paiement, Vicki Mather, Gloria Bruning, Richard W Kowalski, Brent Olson, J Patrick Dooney, Karen A Pierce, Joel Dietzman, Christopher A Reburn, Gail A Price, Tami Jones, Individually**

of Portland, OR, 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 14th day of July, 2017.

WESTERN SURETY COMPANY



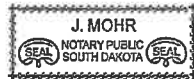
*Paul T. Bruflat*  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 14th day of July, 2017, 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

June 23, 2021



*J. Mohr*

J. Mohr, 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 13th day of September, 2018.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary



COPY

**Bid Bond**

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*(Name, legal status and address)*

**GBC Construction LLC**  
2273 NW Professional Drive, Suite 200  
Corvallis, OR 97330

**SURETY:**

*(Name, legal status and principal place of business)* **Western Surety Company**

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

**Sweet Home City Hall, SEA #16158**

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Signed and sealed this **26th** day of **September** **2018**

|                  |   |               |
|------------------|---|---------------|
| <i>(Witness)</i> | <b>GBC Construction LLC</b>                           | <i>(Seal)</i> |
|                  | <i>(Principal)</i>                                    |               |
|                  | <i>(Title)</i>  |               |
|                  | <b>Western Surety Company</b>                         | <i>(Seal)</i> |
| <i>(Witness)</i> | <i>(Surety)</i>                                       |               |
|                  | <i>(Title)</i> <b>Gail A. Price, Attorney-in-Fact</b> |               |

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Init.

**SECTION 00 45 21  
FIRST TIER SUBCONTRACTOR DISCLOSURE FORM**

Project Name: Sweet Home City Hall – Sweet Home, Oregon

Bid Closing Date & Time: September 26, 2018 @ 2:00 PM LOCAL TIME

Bidding Contractor Name: G-BC Construction

CCB Number: 1106012

|  |   |
|--|---|
| Firm Name<br><u>LP COMPANY</u>                   | Category of Work to be Performed<br><u>Drywall, FRAMING<br/>CEILING</u> |
| Address<br><u>P.O. BOX 12457</u>                 | CCB Number<br><u>05331</u>  |
| City, State, Zip<br><u>SALEM OR 97309</u>        | Subcontract Amount<br><u>\$139,039</u>                                  |
| Firm Name<br><u>RUBENSTEIN'S</u>                 | Category of Work to be Performed<br><u>FLOORING</u>                     |
| Address<br><u>P.O. BOX 10637</u>                 | CCB Number<br><u>85976</u>  |
| City, State, Zip<br><u>EUGENE, OR 97440</u>      | Subcontract Amount<br><u>\$55,520</u>                                   |
| Firm Name<br><u>NORTHWEST MECHANICAL</u>         | Category of Work to be Performed<br><u>HVAC</u>                         |
| Address<br><u>P.O. BOX 1593</u>                  | CCB Number<br><u>190341</u>   |
| City, State, Zip<br><u>ALBANY OR 97321</u>       | Subcontract Amount<br><u>\$111,700</u>                                  |
| Firm Name<br><u>SUNSET ELECTRIC</u>              | Category of Work to be Performed<br><u>ELECTRICAL</u>                   |
| Address<br><u>P.O. BOX 70440</u>                 | CCB Number<br><u>158859</u>   |
| City, State, Zip<br><u>SPRINGFIELD, OR 97475</u> | Subcontract Amount<br><u>\$99,480</u>                                   |
| Firm Name  | Category of Work to be Performed  |
| Address  | CCB Number  |

**SECTION 00 45 21  
FIRST TIER SUBCONTRACTOR DISCLOSURE FORM**

|                  |                                  |
|------------------|----------------------------------|
| City, State, Zip | Subcontract Amount               |
| Firm Name        | Category of Work to be Performed |
| Address          | CCB Number                       |
| City, State, Zip | Subcontract Amount               |
| Firm Name        | Category of Work to be Performed |
| Address          | CCB Number                       |
| City, State, Zip | Subcontract Amount               |
| Firm Name        | Category of Work to be Performed |
| Address          | CCB Number                       |
| City, State, Zip | Subcontract Amount               |

Add additional pages if necessary.



**SECTION 00 45 21**  
**FIRST TIER SUBCONTRACTOR DISCLOSURE FORM**

The Owner may reject a Bid if the Bidder fails to disclose information about certain first-tier subcontractors when the contract value is greater than \$100,000. Specifically, when the contract amount of a first-tier subcontractor furnishing labor or labor and materials would be greater than or equal to: (i) 5% of the total contract price, but at least \$15,000, or (ii) \$350,000 regardless of the percentage of the total contract price.

The Bidder must disclose the required information about that subcontract either in its bid submission or within two hours after bid closing, by completing the attached form.

If the Bidder will not be using any subcontractors that are subject to the above disclosure requirements, the Bidder is required to indicate "NONE" on the attached form.

Compliance with the disclosure and submittal requirements of this rule is a matter of responsiveness. Bids that are submitted by bid closing, but for which the disclosure submittal has not been made by the specified deadline, are not responsive and shall not be considered for contract award.

Substitution of affected first-tier subcontractors shall be made only after approval in writing from the Owner.