

Lakeland Joint School District #272

5506 N. Washington St.
Rathdrum, ID 83858
208-687-0431



**LJSD Vision: A community committed to academic excellence ...
dedicated to student success.**

Board Agenda Item Request

AGENDA ITEM: Approve/Deny - Concrete Projects Contract

MEETING DATE: May 7, 2025

PREPARED BY: Jessica Grantham, Tim Haag

INFORMATIONAL SUMMARY:

The RFP for Concrete Projects closed on May 1, 2025. The bid specifications were developed by Architects West, allowing all bidders to provide a consistent quote for services. We received six responses, five of which that met all of the bidding criteria. All bidders provided a bid bond and have guaranteed work will finish by the start of the next school year.

Cameron-Reilly, LLC	Darden Enterprises	LaRiviere, Inc.	NW Landworks, LLC	W.M. Welch Corp.
\$652,938	\$814,000	\$779,988	\$683,300	\$577,096

RECOMMENDATION:

We recommend that the board approve awarding the lowest responsible bidder, W.M. Welch Corp, the concrete projects contract for \$577,096. This bid falls within the board-approved budget for these projects and will be paid out of the Plant Facility levy funds.

ATTACHMENTS:

Bid Results Sheet
Cameron-Reilly, LLC Proposal
Darden Enterprises Proposal
LaRiviere, Inc. Proposal
NW Landworks, LLC Proposal
W.M. Welch Corp. Proposal

Lakeland School District Sidewalk Replacement Projects

Bid Results

Base Bid – May 1, 2025 at 2:30 p.m. local time

Contractors	Cameron-Reilly, LLC	Darden Enterprises	LaRiviere, Inc.	NW Landworks, LLC	W.M. Welch Corp.
Base Bid	\$354,500.00	\$464,000.00	\$366,375.00	\$398,500.00	\$316,900.00
Alt. #1 John Brown Elem.	\$43,885.00	\$57,000.00	\$65,467.00	\$42,200.00	\$55,000.00
Alt. #2 Garwood Elem.	\$48,888.00	\$74,000.00	\$79,536.00	\$62,600.00	\$41,696.00
Alt. #3 Athol Elem.	\$91,000.00	\$94,000.00	\$122,794.00	\$81,300.00	\$67,600.00
Alt. #4 Spirit Lake Elem.	\$114,665.00	\$125,000.00	\$145,816.00	\$98,700.00	\$95,900.00
Addenda	1	1	1	1	1
Bid Bonds	Yes	Yes	Yes	Yes	Yes

Bids are under advisement.

SECTION 004100 - BID FORM

1.01 THE PROJECT AND THE PARTIES

- A. PROJECT: Lakeland School District Sidewalk Replacement
Lakeland School District
Rathdrum, ID 83858
- B. BID OPENING DATE / TIME: May 1, 2025 / 2:30 p.m.
Per Section 000100 – Advertisement for Bid
- C. BID OPENING LOCATION: Per Section 000100 – Advertisement for Bid
- D. SUBMITTED BY: (Bidder to enter name and address)

1. Bidder's Full Name Cameron Reilly, LLC
- a. Address 309 N Park Rd
- b. City, State, Zip Spokane Valley, WA 99212
- c. Phone: 509-466-5555
- d. Contact Name: Jared Wise

1.02 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
1. Addendum(a) No. 1 through 1.

1.03 BASE BID

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Architects West for the above-mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
- 1 Three Hundred Fifty Four Thousand Five Hundred
Dollars and Zero Cents dollars
(\$ 354,500.00), in lawful money of the United States of America.
- B. We have included the required security deposit as required by the Instruction to Bidders.
- C. All applicable Federal Taxes and Idaho State Sales Taxes are **included** in the Bid Sum.

1.04 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for forty-five (45) days from the bid closing date.

- B. If this bid is accepted by the Owner within the time period stated above, we will:
1. Execute the Agreement within three (3) days of receipt of Intent to Award.
 2. Furnish the required bonds and Certificate of Insurance within seven days of receipt of Intent of Award.
 3. Commence work within seven days after written Notice to Proceed.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s) and Insurance, the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

1.05 ALTERNATE BIDS

The following amounts shall be added to or deducted from (circle one) the Bid Amount.
Refer to Section 012300 - Alternates: Schedule of Alternates.

- A. Alternate Bid #1: (Add) (Deduct) \$ 43,885.00
1. John Brown Elementary School – Right of Way Work
- B. Alternate Bid #2: (Add) (Deduct) \$ 48,888.00
1. Garwood Elementary School
- C. Alternate Bid #3: (Add) (Deduct) \$ 91,000.00
1. Athol Elementary School
- D. Alternate Bid #4: (Add) (Deduct) \$ 114,665.00
1. Spirit Lake Elementary School

1.06 FURTHER REQUIREMENTS

- A. The State of Idaho policy prohibits purchase of asbestos products and asbestos containing materials for use in or on any facilities, including personal and real property, where acceptable alternatives are available. The contractor certifies by submission of the Bid Proposal that the products or materials to be furnished as a result of this bid are asbestos free. The Owner will hold the contractor and/or his supplier(s) liable for any asbestos removal and replacement costs as a result of the contractor's failure to comply with this requirement.
- B. Each bid shall be accompanied by certified check, cashier's check, or bid bond in amount of at least 5% of total base bid amount. (Bid deposit in cash will not be accepted.) Make bid guarantee payable to the owner. (Note: If bid bond is used it must contain as a minimum all provisions which are contained in the current edition of AIA Document A310. If certified check or cashier's check is supplied, it must be drawn on a bank or trust company legally operating in the state in which this project will be constructed.)

1. Enclosed is bid guarantee consisting of: Bid Bond in the amount of 5% of the Bid Amount.

1.07 CONTRACT TIME

A. If this Bid is accepted, we will:

1. Complete the Work in accordance with prescribed schedules.
- B. The Owner will suffer financial loss if each phase of the project is not substantially complete on the date set forth in the Contract Documents. The Contractor and the Contractor's surety shall be liable for and shall pay to the Owner the sums hereinafter stipulated as liquidated damages for each calendar day of delay until the work of each phase is substantially completed.
- C. Liquidated Damages shall be \$500.00/calendar day. The undersigned agrees, if awarded the Contract, to complete the entire Project(s) as stipulated in the Contract Documents. The undersigned further agrees that the Owner may retain from the compensation otherwise due, the liquidated damage costs incurred by the Owner, for each calendar day expiring beyond the time fixed for completion that the work remains not substantially completed and for each calendar day expiring beyond the date fixed for final completion of the entire Project, these amounts being more specifically described in 'Time of Completion' requirements, with such sums not to be construed in any sense as a penalty, but as agreed liquidated damages which the Owner shall sustain in the case of the failure of the undersigned to complete the Work at the time stipulated.

1.09 LISTING OF SUBCONTRACTORS

A. This project contains no scope of work for Plumbing, Heating/Ventilation/Airconditioning, or Electrical.

1.10 BID FORM SIGNATURE(S)

A. The undersigned notifies that he is, as of this date, duly licensed as an Idaho Public Works Contractor and further that he possesses State of Idaho Contractor's License No. RCE-29727, and is domiciled in the State of Washington.

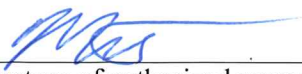
Dated this 1st day of May, 2025.

Respectfully submitted,

Cameron Reilly, LLC
Name of Bidder (Company)
Mike Reilly

(Seal, if bid is by a corporation)

309 N Park Rd, Spokane Valley WA 99212
Business Address


Signature of authorized representative

President
Title
509-466-5555
Telephone Number



END OF BID FORM

04/07/25

Lakeland School District Sidewalk Replacement Projects (23005.05)
05.07.25 LJSD - Approve/Deny Concrete Projects Contract

BID FORM

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Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Cameron-Reilly, LLC
309 N Park Rd
Spokane Valley, WA 99212

OWNER:

(Name, legal status and address)

Lakeland School District
15506 N. Washington Street
Rathdrum, ID 83858

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183
Mailing Address for Notices
818 W Riverside Avenue, Suite 800
Spokane, WA 99201

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.

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

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

Lakeland School District Sidewalk Replacement Projects

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 1st day of May, 2025.

(Witness) Lisa Kinder

Cameron-Reilly, LLC
(Principal)

By: (Title) Vice President - Jayson Grainger

Travelers Casualty and Surety Company of America
(Surety) (Seal)

By: (Title) Shawn M. Wilson, Attorney-in-Fact



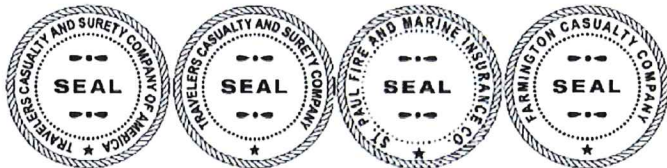


Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint Shawn M. Wilson of Spokane, WA, 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 4th day of March, 2024.



State of Connecticut

City of Hartford ss.

By: 
Bryce Grissom, Senior Vice President

On this the 4th day of March, 2024, before me personally appeared Bryce Grissom, 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 May 1, 2025




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 004100 - BID FORM

1.01 THE PROJECT AND THE PARTIES

- A. PROJECT: Lakeland School District Sidewalk Replacement
Lakeland School District
Rathdrum, ID 83858
- B. BID OPENING DATE / TIME: 05/01/2025 / 2:30pm PT
Per Section 000100 – Advertisement for Bid
- C. BID OPENING LOCATION: Per Section 000100 – Advertisement for Bid
- D. SUBMITTED BY: (Bidder to enter name and address)

1. Bidder's Full Name Dardan Enterprises, Inc
- a. Address 23567 W Hwy 53
- b. City, State, Zip Post Falls, ID 83854
- c. Phone: 208-773-5418
- d. Contact Name: Darin Meeks

1.02 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
1. Addendum(a) No. 01 through 01.

1.03 BASE BID

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Architects West for the above-mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

1 Four hundred sixty-four thousand and
00/100 cents dollars
(\$ 464,000), in lawful money of the United States of America.

- B. We have included the required security deposit as required by the Instruction to Bidders.
- C. All applicable Federal Taxes and Idaho State Sales Taxes are **included** in the Bid Sum.

1.04 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for forty-five (45) days from the bid closing date.

- B. If this bid is accepted by the Owner within the time period stated above, we will:
1. Execute the Agreement within three (3) days of receipt of Intent to Award.
 2. Furnish the required bonds and Certificate of Insurance within seven days of receipt of Intent of Award.
 3. Commence work within seven days after written Notice to Proceed.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s) and Insurance, the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

1.05 ALTERNATE BIDS

The following amounts shall be added to or deducted from (circle one) the Bid Amount.
Refer to Section 012300 - Alternates: Schedule of Alternates.

- A. Alternate Bid #1: (Add) (Deduct) \$ 57,000
1. John Brown Elementary School – Right of Way Work
- B. Alternate Bid #2: (Add) (Deduct) \$ 74,000
1. Garwood Elementary School
- C. Alternate Bid #3: (Add) (Deduct) \$ 94,000
1. Athol Elementary School
- D. Alternate Bid #4: (Add) (Deduct) \$ 125,000
1. Spirit Lake Elementary School

1.06 FURTHER REQUIREMENTS

- A. The State of Idaho policy prohibits purchase of asbestos products and asbestos containing materials for use in or on any facilities, including personal and real property, where acceptable alternatives are available. The contractor certifies by submission of the Bid Proposal that the products or materials to be furnished as a result of this bid are asbestos free. The Owner will hold the contractor and/or his supplier(s) liable for any asbestos removal and replacement costs as a result of the contractor's failure to comply with this requirement.
- B. Each bid shall be accompanied by certified check, cashier's check, or bid bond in amount of at least 5% of total base bid amount. (Bid deposit in cash will not be accepted.) Make bid guarantee payable to the owner. (Note: If bid bond is used it must contain as a minimum all provisions which are contained in the current edition of AIA Document A310. If certified check or cashier's check is supplied, it must be drawn on a bank or trust company legally operating in the state in which this project will be constructed.)

04/07/25

Lakeland School District Sidewalk Replacement Projects (23005.05)

BID FORM
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1. Enclosed is bid guarantee consisting of: BID BOND in the amount of 5% of the Bid Amount.

1.07 CONTRACT TIME

- A. If this Bid is accepted, we will:

1. Complete the Work in accordance with prescribed schedules.
- B. The Owner will suffer financial loss if each phase of the project is not substantially complete on the date set forth in the Contract Documents. The Contractor and the Contractor's surety shall be liable for and shall pay to the Owner the sums hereinafter stipulated as liquidated damages for each calendar day of delay until the work of each phase is substantially completed.
- C. Liquidated Damages shall be \$500.00/calendar day. The undersigned agrees, if awarded the Contract, to complete the entire Project(s) as stipulated in the Contract Documents. The undersigned further agrees that the Owner may retain from the compensation otherwise due, the liquidated damage costs incurred by the Owner, for each calendar day expiring beyond the time fixed for completion that the work remains not substantially completed and for each calendar day expiring beyond the date fixed for final completion of the entire Project, these amounts being more specifically described in 'Time of Completion' requirements, with such sums not to be construed in any sense as a penalty, but as agreed liquidated damages which the Owner shall sustain in the case of the failure of the undersigned to complete the Work at the time stipulated.

1.09 LISTING OF SUBCONTRACTORS

- A. This project contains no scope of work for Plumbing, Heating/Ventilation/Airconditioning, or Electrical.

1.10 BID FORM SIGNATURE(S)

- A. The undersigned notifies that he is, as of this date, duly licensed as an Idaho Public Works Contractor and further that he possesses State of Idaho Contractor's License No. RCE-9746, and is domiciled in the State of Idaho.

Dated this 1 day of May, 2025

Respectfully submitted,

Dardan Enterprises, Inc

Name of Bidder (Company)
23567 W Hwy 53

(Seal, if bid is by a corporation)

Post Falls, ID 83854

Business Address


Signature of authorized representative

Vice President

Title

208-773-5418

Telephone Number

END OF BID FORM

04/07/25

Lakeland School District Sidewalk Replacement Projects (23005.05)

BID FORM

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THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Dardan Enterprises, Inc.
23567 W. Highway 53, Post Falls, ID 83854

as Principal, hereinafter called the Principal, and
The Ohio Casualty Insurance Company
175 Berkeley Street, Boston, MA 02116

a corporation duly organized under the laws of the State of NH
as Surety, hereinafter called the Surety, are held and firmly bound unto
Lakeland School District

15506 N. Washington Avenue, Rathdrum, ID 83858

as Oblige, hereinafter called the Oblige, in the sum of Five Percent of 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 Principal has submitted a bid for Lakeland School District Sidewalk Replacement Projects

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige 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 Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige 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 25th day of April, 2025


(Witness)



Kristine Santamaria (Witness)



Dardan Enterprises, Inc.
(Principal) (Seal)

By: 
Timothy K. Meeks (Title) President

The Ohio Casualty Insurance Company
(Surety) (Seal)

By: 
Roxana Palacios (Title)
Roxana Palacios, Attorney-in-Fact



POWER OF ATTORNEY

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

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation 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 Roxana Palacios all of the city of Seattle, state of WA its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bonds, undertakings, recognizances, contracts of indemnity, and all other surety obligations related thereto, the execution of which shall be binding upon the Companies as if it had been duly signed and executed by its own officers:

Principal Name: Dardan Enterprises, Inc.
Obligee Name: Lakeland School District
Surety Bond Number: Bid Bond

Bond Amount: See Bond Form

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 25th day of April, 2025.



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

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 25th day of April, 2025, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of 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 Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
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 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 Nathan J. Zangerle, 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, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this 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 25th day of April, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

SECTION 004100 - BID FORM

1.01 THE PROJECT AND THE PARTIES

- A. PROJECT: Lakeland School District Sidewalk Replacement
Lakeland School District
Rathdrum, ID 83858
- B. BID OPENING DATE / TIME: May 1, 2025 at 2:30pm
Per Section 000100 – Advertisement for Bid
- C. BID OPENING LOCATION: Per Section 000100 – Advertisement for Bid
- D. SUBMITTED BY: (Bidder to enter name and address)

1. Bidder's Full Name LaRiviere, Inc.
- a. Address 17564 N Dylan Ct.
- b. City, State, Zip Rathdrum, ID 83858
- c. Phone: 208.683.2646 ext. 218
- d. Contact Name: Allison Beard

1.02 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
1. Addendum(a) No. 1 through 1.

1.03 BASE BID

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Architects West for the above-mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

1 Three hundred sixty six thousand three hundred seventy five dollars
(\$ 366,375.00), in lawful money of the United States of America.

- B. We have included the required security deposit as required by the Instruction to Bidders.
- C. All applicable Federal Taxes and Idaho State Sales Taxes are **included** in the Bid Sum.

1.04 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for forty-five (45) days from the bid closing date.

- B. If this bid is accepted by the Owner within the time period stated above, we will:
1. Execute the Agreement within three (3) days of receipt of Intent to Award.
 2. Furnish the required bonds and Certificate of Insurance within seven days of receipt of Intent of Award.
 3. Commence work within seven days after written Notice to Proceed.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s) and Insurance, the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

1.05 ALTERNATE BIDS

The following amounts shall be added to or deducted from (circle one) the Bid Amount.
Refer to Section 012300 - Alternates: Schedule of Alternates.

- A. Alternate Bid #1: (Add) (Deduct) \$ 65,467.00
1. John Brown Elementary School – Right of Way Work
- B. Alternate Bid #2: (Add) (Deduct) \$ 79,536.00
1. Garwood Elementary School
- C. Alternate Bid #3: (Add) (Deduct) \$ 122,794.00
1. Athol Elementary School
- D. Alternate Bid #4: (Add) (Deduct) \$ 145,816.00
1. Spirit Lake Elementary School

1.06 FURTHER REQUIREMENTS

- A. The State of Idaho policy prohibits purchase of asbestos products and asbestos containing materials for use in or on any facilities, including personal and real property, where acceptable alternatives are available. The contractor certifies by submission of the Bid Proposal that the products or materials to be furnished as a result of this bid are asbestos free. The Owner will hold the contractor and/or his supplier(s) liable for any asbestos removal and replacement costs as a result of the contractor's failure to comply with this requirement.
- B. Each bid shall be accompanied by certified check, cashier's check, or bid bond in amount of at least 5% of total base bid amount. (Bid deposit in cash will not be accepted.) Make bid guarantee payable to the owner. (Note: If bid bond is used it must contain as a minimum all provisions which are contained in the current edition of AIA Document A310. If certified check or cashier's check is supplied, it must be drawn on a bank or trust company legally operating in the state in which this project will be constructed.)

1. Enclosed is bid guarantee consisting of: \$38,999.40 in the amount of 5% of the Bid Amount.

1.07 CONTRACT TIME

A. If this Bid is accepted, we will:

1. Complete the Work in accordance with prescribed schedules.
- B. The Owner will suffer financial loss if each phase of the project is not substantially complete on the date set forth in the Contract Documents. The Contractor and the Contractor's surety shall be liable for and shall pay to the Owner the sums hereinafter stipulated as liquidated damages for each calendar day of delay until the work of each phase is substantially completed.
- C. Liquidated Damages shall be \$500.00/calendar day. The undersigned agrees, if awarded the Contract, to complete the entire Project(s) as stipulated in the Contract Documents. The undersigned further agrees that the Owner may retain from the compensation otherwise due, the liquidated damage costs incurred by the Owner, for each calendar day expiring beyond the time fixed for completion that the work remains not substantially completed and for each calendar day expiring beyond the date fixed for final completion of the entire Project, these amounts being more specifically described in 'Time of Completion' requirements, with such sums not to be construed in any sense as a penalty, but as agreed liquidated damages which the Owner shall sustain in the case of the failure of the undersigned to complete the Work at the time stipulated.

1.09 LISTING OF SUBCONTRACTORS

- A. This project contains no scope of work for Plumbing, Heating/Ventilation/Airconditioning, or Electrical.

1.10 BID FORM SIGNATURE(S)

- A. The undersigned notifies that he is, as of this date, duly licensed as an Idaho Public Works Contractor and further that he possesses State of Idaho Contractor's License No. PWC-C-17425, and is domiciled in the State of Idaho.

Dated this 1st day of May, 2025.

Respectfully submitted,

LaRiviere, Inc.

Name of Bidder (Company)

(Seal, if bid is by a corporation)

17564 N Dylan Ct.

Rathdrum, ID 83858

Business Address


Signature of authorized representative

President

Title

208.683.2646 ext. 218

Telephone Number

END OF BID FORM

04/07/25

Lakeland School District Sidewalk Replacement Projects (23005.05)

BID FORM

004100 - 3

NAMING OF SUBCONTRACTORS FORM

Per Idaho Code, 67-2310, Bidder shall include in his or her Bid the names and address, and Idaho Public Works Contractor License Number of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing work, heating and air-conditioning work, and electrical work under the general Contract. Failure to name Subcontractors or self-name, as required shall render any Bid submitted by the Bidder unresponsive and void.

<u>Subcontractor Name and Address</u>	<u>Classification</u>	<u>License Number</u>
Not required for this project	HVAC	N/A

Not required for this project	Plumbing	N/A

[illegible]

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

LaRiviere Incorporated
17564 N Dylan Ct.
Rathdrum, ID 83858

SURETY:

(Name, legal status and principal place of business)

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07960

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)

Lakeland School District
15506 N. Washington Avenue
Rathdrum, ID 83858

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

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

Lakeland School District Sidewalk Replacement Projects

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 15th day of April, 2025


(Witness) Aurion Beard

LaRiviere Incorporated

(Principal)

(Seal)

By:

(Title)

President

United States Fire Insurance Company

(Surety)

(Seal)

By:

(Title)

Taj Hoard-Sire

Attorney-in-Fact


(Witness) Lilliana Castrejon Perez



**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint: **Taj Hoard-Sire**

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

Surety Bond No.: Bid Bond

Principal: LaRiviere Incorporated

Obligee: Lakeland School District

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 15th day of April 2025

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President



**MINUTES AND CONSENT TO ACTION
IN LIEU OF MEETING OF
LARIVIERE INC.**

Pursuant to the provisions of I.C. 30-29-205 and the Bylaws of the Corporation, the undersigned being the members of LARIVIERE INC., an Idaho Corporation (the "Company"), agrees to and does consent to the following action and authorization.

I.

RESOLVED, that Thomas LaRiviere III is hereby elected as the President of the Corporation to serve until the next annual meeting of the Directors of the Corporation and until successors are elected and qualified.

II.

RESOLVED, that all acts by the Directors of the Corporation on behalf of the Corporation, are hereby ratified, approved, consented to and otherwise fully authorized as of the date of each respective act.

The execution of this Consent, which may be accomplished in counterparts, shall constitute a written waiver of any notice required by the company Bylaws. This Joint Consent to Action is hereby entered into effective this 16th day of April 2024.



THOMAS LARIVIERE III

THOMAS LARIVIERE II

SECTION 004100 - BID FORM

1.01 THE PROJECT AND THE PARTIES

- A. PROJECT: Lakeland School District Sidewalk Replacement
Lakeland School District
Rathdrum, ID 83858
- B. BID OPENING DATE / TIME: May 1, 2025 at 2:30 p.m.
Per Section 000100 – Advertisement for Bid
- C. BID OPENING LOCATION: Per Section 000100 – Advertisement for Bid
- D. SUBMITTED BY: (Bidder to enter name and address)

1. Bidder's Full Name Northwest Landworks LLC
- a. Address 6918 W Nash Rd
- b. City, State, Zip Spirit Lake, ID, 83869
- c. Phone: (208)-691-6283
- d. Contact Name: Koby Murphree

1.02 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
1. Addendum(a) No. 1 through 1.

1.03 BASE BID

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Architects West for the above-mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

1 Three hundred ninety-eight thousand
five hundred and 00/100 dollars
(\$ 398,500.00), in lawful money of the United States of America.

- B. We have included the required security deposit as required by the Instruction to Bidders.
- C. All applicable Federal Taxes and Idaho State Sales Taxes are included in the Bid Sum.

1.04 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for forty-five (45) days from the bid closing date.

- B. If this bid is accepted by the Owner within the time period stated above, we will:
1. Execute the Agreement within three (3) days of receipt of Intent to Award.
 2. Furnish the required bonds and Certificate of Insurance within seven days of receipt of Intent of Award.
 3. Commence work within seven days after written Notice to Proceed.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s) and Insurance, the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

1.05 ALTERNATE BIDS

The following amounts shall be added to or deducted from (circle one) the Bid Amount.
Refer to Section 012300 - Alternates: Schedule of Alternates.

- A. Alternate Bid #1: (Add) (Deduct) \$ 42,200.00
1. John Brown Elementary School – Right of Way Work
- B. Alternate Bid #2: (Add) (Deduct) \$ 62,600.00
1. Garwood Elementary School
- C. Alternate Bid #3: (Add) (Deduct) \$ 81,300.00
1. Athol Elementary School
- D. Alternate Bid #4: (Add) (Deduct) \$ 98,700.00
1. Spirit Lake Elementary School

1.06 FURTHER REQUIREMENTS

- A. The State of Idaho policy prohibits purchase of asbestos products and asbestos containing materials for use in or on any facilities, including personal and real property, where acceptable alternatives are available. The contractor certifies by submission of the Bid Proposal that the products or materials to be furnished as a result of this bid are asbestos free. The Owner will hold the contractor and/or his supplier(s) liable for any asbestos removal and replacement costs as a result of the contractor's failure to comply with this requirement.
- B. Each bid shall be accompanied by certified check, cashier's check, or bid bond in amount of at least 5% of total base bid amount. (Bid deposit in cash will not be accepted.) Make bid guarantee payable to the owner. (Note: If bid bond is used it must contain as a minimum all provisions which are contained in the current edition of AIA Document A310. If certified check or cashier's check is supplied, it must be drawn on a bank or trust company legally operating in the state in which this project will be constructed.)

1. Enclosed is bid guarantee consisting of: \$34,165.00 in the amount of 5% of the Bid Amount.

1.07 CONTRACT TIME

A. If this Bid is accepted, we will:

1. Complete the Work in accordance with prescribed schedules.
- B. The Owner will suffer financial loss if each phase of the project is not substantially complete on the date set forth in the Contract Documents. The Contractor and the Contractor's surety shall be liable for and shall pay to the Owner the sums hereinafter stipulated as liquidated damages for each calendar day of delay until the work of each phase is substantially completed.
- C. Liquidated Damages shall be \$500.00/calendar day. The undersigned agrees, if awarded the Contract, to complete the entire Project(s) as stipulated in the Contract Documents. The undersigned further agrees that the Owner may retain from the compensation otherwise due, the liquidated damage costs incurred by the Owner, for each calendar day expiring beyond the time fixed for completion that the work remains not substantially completed and for each calendar day expiring beyond the date fixed for final completion of the entire Project, these amounts being more specifically described in 'Time of Completion' requirements, with such sums not to be construed in any sense as a penalty, but as agreed liquidated damages which the Owner shall sustain in the case of the failure of the undersigned to complete the Work at the time stipulated.

1.09 LISTING OF SUBCONTRACTORS

A. This project contains no scope of work for Plumbing, Heating/Ventilation/Airconditioning, or Electrical.

1.10 BID FORM SIGNATURE(S)

A. The undersigned notifies that he is, as of this date, duly licensed as an Idaho Public Works Contractor and further that he possesses State of Idaho Contractor's License No. RCE-03928, and is domiciled in the State of Idaho.

Dated this 30 day of April, 2025.

Respectfully submitted,

Northwest Landworks LLC

Name of Bidder (Company)

6918 W Nash Rd

(Seal, if bid is by a corporation)

Spirit Lake, ID 83869

Business Address

[Signature]

Signature of authorized representative

Owner

Title

(208) 691-6283

Telephone Number

END OF BID FORM

04/07/25

Lakeland School District Sidewalk Replacement Projects (23005.05)

05.07.25 LJSD - Approve/Deny Concrete Projects Contract

BID FORM
004100 - 3

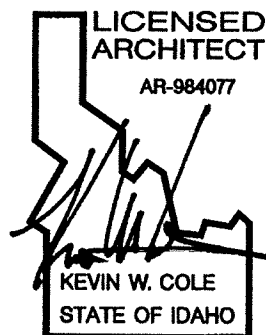
Page 22 of 28

ARCHITECTURAL MANUAL

LAKELAND SCHOOL DISTRICT SIDEWALK REPLACEMENT PROJECTS

OWNER:
LAKELAND SCHOOL DISTRICT
15506 N. Washington Avenue
Rathdrum, ID 83858

ARCHITECT/LANDSCAPE ARCHITECT:
ARCHITECTS WEST, INC.
210 E. Lakeside Avenue
Coeur d' Alene, ID 83814
Ph (208) 667-9402



SECTION 004100 - BID FORM

1.01 THE PROJECT AND THE PARTIES

- A. PROJECT: Lakeland School District Sidewalk Replacement
Lakeland School District
Rathdrum, ID 83858
- B. BID OPENING DATE / TIME: _____
Per Section 000100 – Advertisement for Bid
- C. BID OPENING LOCATION: Per Section 000100 – Advertisement for Bid
- D. SUBMITTED BY: (Bidder to enter name and address)

1. Bidder's Full Name WM Welch Corp
- a. Address PO Box 879
- b. City, State, Zip Post Falls, ID 83877
- c. Phone: 208-512-3910
- d. Contact Name: Will Welch Jr

1.02 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
1. Addendum(a) No. 01 through _____.

1.03 BASE BID

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Architects West for the above-mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

1 _____
THREE HUNDRED SIXTEEN THOUSAND NINE HUNDRED dollars
(\$ 316,900.00), in lawful money of the United States of America.

- B. We have included the required security deposit as required by the Instruction to Bidders.
- C. All applicable Federal Taxes and Idaho State Sales Taxes are **included** in the Bid Sum.

1.04 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for forty-five (45) days from the bid closing date.

04/07/25

Lakeland School District Sidewalk Replacement Projects (23005.05)
05.07.25 LJSD - Approve/Deny Concrete Projects Contract

BID FORM

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Page 24 of 28

- B. If this bid is accepted by the Owner within the time period stated above, we will:
1. Execute the Agreement within three (3) days of receipt of Intent to Award.
 2. Furnish the required bonds and Certificate of Insurance within seven days of receipt of Intent of Award.
 3. Commence work within seven days after written Notice to Proceed.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s) and Insurance, the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

1.05 ALTERNATE BIDS

The following amounts shall be added to or deducted from (circle one) the Bid Amount.
Refer to Section 012300 - Alternates: Schedule of Alternates.

- A. Alternate Bid #1: (Add) (Deduct) \$ 55,000.00
1. John Brown Elementary School – Right of Way Work
- B. Alternate Bid #2: (Add) (Deduct) \$ 41,696.00
1. Garwood Elementary School
- C. Alternate Bid #3: (Add) (Deduct)\$ 67,600.00
1. Athol Elementary School
- D. Alternate Bid #4: (Add) (Deduct) \$ 95,900.00
1. Spirit Lake Elementary School

1.06 FURTHER REQUIREMENTS

- A. The State of Idaho policy prohibits purchase of asbestos products and asbestos containing materials for use in or on any facilities, including personal and real property, where acceptable alternatives are available. The contractor certifies by submission of the Bid Proposal that the products or materials to be furnished as a result of this bid are asbestos free. The Owner will hold the contractor and/or his supplier(s) liable for any asbestos removal and replacement costs as a result of the contractor's failure to comply with this requirement.
- B. Each bid shall be accompanied by certified check, cashier's check, or bid bond in amount of at least 5% of total base bid amount. (Bid deposit in cash will not be accepted.) Make bid guarantee payable to the owner. (Note: If bid bond is used it must contain as a minimum all provisions which are contained in the current edition of AIA Document A310. If certified check or cashier's check is supplied, it must be drawn on a bank or trust company legally operating in the state in which this project will be constructed.)

1. Enclosed is bid guarantee consisting of: Bid Bond in the amount of 5% of the Bid Amount.

1.07 CONTRACT TIME

A. If this Bid is accepted, we will:

1. Complete the Work in accordance with prescribed schedules.
- B. The Owner will suffer financial loss if each phase of the project is not substantially complete on the date set forth in the Contract Documents. The Contractor and the Contractor's surety shall be liable for and shall pay to the Owner the sums hereinafter stipulated as liquidated damages for each calendar day of delay until the work of each phase is substantially completed.
- C. Liquidated Damages shall be \$500.00/calendar day. The undersigned agrees, if awarded the Contract, to complete the entire Project(s) as stipulated in the Contract Documents. The undersigned further agrees that the Owner may retain from the compensation otherwise due, the liquidated damage costs incurred by the Owner, for each calendar day expiring beyond the time fixed for completion that the work remains not substantially completed and for each calendar day expiring beyond the date fixed for final completion of the entire Project, these amounts being more specifically described in 'Time of Completion' requirements, with such sums not to be construed in any sense as a penalty, but as agreed liquidated damages which the Owner shall sustain in the case of the failure of the undersigned to complete the Work at the time stipulated.

1.09 LISTING OF SUBCONTRACTORS

A. This project contains no scope of work for Plumbing, Heating/Ventilation/Airconditioning, or Electrical.

1.10 BID FORM SIGNATURE(S)

A. The undersigned notifies that he is, as of this date, duly licensed as an Idaho Public Works Contractor and further that he possesses State of Idaho Contractor's License No. 018607-AA-1-3, and is domiciled in the State of Idaho.

Dated this 1st day of May, 2025

Respectfully submitted,

WM Welch Corp

Name of Bidder (Company)

PO Box 879 Post Falls, ID 83877

Business Address

[Signature]
Signature of authorized representative

President

Title

208-512-3910

Telephone Number

(Seal, if bid is by a corporation)



END OF BID FORM

04/07/25

Lakeland School District Sidewalk Replacement Projects (23005.05)

05.07.25 LUSD - Approve/Deny Concrete Projects Contract

BID FORM

004100-3
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Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)
WM Welch Corp
2700 E. Seltice Way Ste 12A
Post Falls, ID 83854

SURETY:

(Name, legal status and principal place of business)
Old Republic Surety Company
P.O. Box 1635
Milwaukee, WI 53201-1635

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)
Lakeland School District
15506 N. Washington Avenue
Rathdrum, ID 83858

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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

PROJECT:

(Name, location or address, and Project number, if any)
Lakeland School District Sidewalk Replacement Projects

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 1st

of May 2025

Corporate

Seal

WM Welch Corp

(Principal)

(Seal)

(Title)

Old Republic Surety Company

(Surety)

(Seal)

(Title) Christine Larson

Attorney-in-Fact

(Witness) Amy Pittam, Witness



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: John R. Claey's, Ronald J. Lange, Guy P. Armfield, Scott C. McGilvray, Susan B. Larson, Deanna M. French, Scott Fisher, Elizabeth R. Hahn, Jana M. Roy, Mindee L. Rankin, Roger Kaltenbach, Nicholas A. Fredrickson, Scott A. Garcia, William M. Smith, Andrew Kerslake, Katelyn Cooper,

Alec Gumpfer, Gregory C. Ryerson, Kyle Dozier, Greg Lagreid, Rebecca M. Sarmiento, Christine Larson of Bellevue, WA its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER 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, 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 affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 22nd day of August, 2024.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 22nd day of August, 2024, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

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

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

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Signed and sealed at the City of Brookfield, WI this 1st day of May, 2025.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)