

BID FORM

PROJECT IDENTIFICATION: Toppenish Police Remodel
 City of Toppenish
 220 West 1st Avenue
 Toppenish, Washington 98948

THIS BID SUBMITTED TO: City of Toppenish
 Attn: Andrew Hattori
 21 West 1st Avenue
 Toppenish, WA 98948

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1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into the Contract with the Owner as outlined in the Contract Documents to complete all Work as specified and indicated in the Contract Documents for the Contract Price within the Contract Time indicated in this bid and in compliance with all terms and conditions. This Bid shall remain valid for forty-five (45) calendar days from the date of the Bid opening. The Bidder agrees to sign the Contract and furnish required bonds within six (6) calendar days of the Owner's issuance of the Notice of Award.
 2. In submitting this Bid, the Bidder affirms the following representations:
 - a. The Bidder has examined all Contract Documents, including any and all issued addenda, as acknowledged.
 - b. The Bidder has examined the site and localities where the Work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as the Bidder deems necessary.
 - c. The Bidder accepts all terms and conditions of the Instructions to Bidders including without limitation those dealing with disposition of the Bid Security and this Bid Form.
 3. The Bidder agrees that the Work will be completed in accordance with the schedule specified in Section 01 10 00, "Description of Work."
 4. The Bidder agrees that the certified check, cashier's check, or bid bond accompanying this proposal is left in escrow with the Owner, that its amount or penal sum is the measure of damages which the Owner will sustain by the failure of the Bidder to execute said agreement and furnish the required bonds, and if the Bidder fails to deliver the said documents within ten (10) calendar days after written notice of the award of the contract to them has been received, then the check shall become the property of the Owner or the bid bond will remain in full effect, but if this bid is not accepted within thirty (30) calendar days after the time set for opening bids, or if the Bidder executes said contract and delivers said bonds, then the check shall be returned to Bidder or the bid bond shall become void.

5. The Bidder agrees to comply with all applicable federal, state, and local regulations, including environmental, safety, and labor laws. In accordance with RCW 39.30.060, the Bidder certifies that at least 15% of labor hours on public works contracts over \$1,000,000 will be performed by apprentices. Additionally, the Bidder affirms compliance with wage-related laws, confirming no willful violations of RCW 49.48, 49.49, or 49.52 have occurred within the past three years, as required by RCW 49.48.082.
6. **TIME OF COMPLETION – LIQUIDATE DAMAGES:** The Owner will assess, and the Contractor will be responsible for liquidated damages in the amount of \$500.00 per day for each consecutive calendar day beyond the Contract Time that Substantial Completion is not attained, and \$500.00 per day for each calendar day beyond the Contract Time that Final Completion is not attained.
7. The Bidder acknowledges receipt of the following addenda.
Addendum No. 1 Addendum No. 2 Addendum No. 3 Addendum No. ____
Addendum No. ____ Addendum No. ____ Addendum No. ____ Addendum No. ____
8. The Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; the Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and the Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over the Owner.
9. Communications concerning this Bid shall be addressed to the contact information of the Bidder indicated below:
NAME Blake Lukehart PHONE 509-453-6581
EMAIL BlakeL@Triply.com
10. The following documents are attached and required to be submitted for this Bid to be considered responsive

Submit in the following order:

- ☐ 00 41 00: Bid Form & Schedule
- ☐ 00 43 36: Subcontractor List
- ☐ 00 43 43: Wage Rates
- ☐ 00 45 19: Non-Collusion Affidavit
- ☐ 00 62 01: Acknowledgement of TERO Fees and Compliance Plan Requirements
- ☐ Bid Security

BID SCHEDULE

Toppenish Police Remodel
City of Toppenish
21 West 1st Avenue
Toppenish, Washington 98948

BASE BID COST

LUMP SUM (excluding sales tax, excluding TERO) \$ 1,340,658.00

LUMP SUM (excluding sales tax, excluding TERO), in words: one million three hundred
fourty thousand six hundred fifty eight 00/100

SUBMITTED ON May 22nd, 2025.

The party by whom this Proposal is submitted and by whom the Contract will be entered into, in case this proposal is accepted, is a Corporation, Partnership, or Individual doing business at:

106 W. Pine St.
(Street)
Yakima WA 98902
(City) (State) (Zip Code)

The undersigned hereby certifies and represents to signing this Proposal on behalf of the bidder is authorized to do so.

Tri-Ply Construction, LLC
Legal Name of Bidding Organization

[Signature]
Signature of Authorized Person

Blake Baldwin
Partner of Firm or Official of Corporation

Member
Title

BID SECURITY GUARANTEE: Enclosed is a ☐ Cashier's Check or ☒ Bid Bond in the amount of
Sixty seven thousand thirty three 00/100 Dollars (\$ 67,033.00)
which is 5% or more of this bid.

END OF BID FORM

TOPPENISH POLICE REMODEL PROJECT
City of Toppenish

SUBCONTRACTORS

Per RCW 39.30.060, bidders must submit a list of Plumbing, HVAC, and Electrical subcontractors, as well as any subcontractor whose subcontract exceeds 10% of the total contract price. This list must be included in the sealed bid envelope or submitted to the Owner within one hour of the bid deadline. It must designate each category of work exceeding 10% of the contract price and provide either the subcontractor's name or notification that the Contractor will perform the work directly. The Bidder shall not list more than one entity for each category of work identified.

Contractor is required to submit Subcontractor List with each Pay Application throughout project.

Failure to comply may void the bid, and the Owner may reject it. The "Subcontractor Listing" page must be completed and submitted with the bid or within one hour of the deadline to be deemed responsive.

CATEGORY OF WORK

1. Heating, Ventilation and Air Conditioning (HVAC) as Described in RCW 18.27

Subcontractor: ACT (Absolute Comfort Technology, LLC)

2. Plumbing as Described in RCW 18.106

Subcontractor: Gary's Plumbing

3. Electrical as Described in RCW 19.28

Subcontractor: Primary Electric

4. Other Subcontractors as applicable

Subcontractor: _____

Name of Firm: Tri-Ply Construction, LLC

Signature/Title: Brian Whitcomb PM

Date: 5/22/25

END OF SUBCONTRACTOR LISTING

COMPLIANCE WITH WASHINGTON STATE PREVAILING WAGE LAWS
FOR TOPPENISH POLICE REMODEL PROJECT

(This Form Must Be Completed and Submitted with The Bid Form.)

The undersigned contractor acknowledges and agrees to comply with all Washington State laws regarding prevailing wages, including Chapter 39.12 RCW, as well as the applicable apprenticeship utilization requirements set forth by state regulations.

Contractors are required to familiarize themselves with the current prevailing wage rates and apprenticeship utilization requirements for the project locality as determined by the Department of Labor and Industries, prior to submitting bids and throughout the project duration.

Failure to comply with prevailing wage or apprenticeship requirements may result in penalties, including withholding of contract payments and other actions as permitted by law.

ACKNOWLEDGMENT

I, Blake Lukehart, representing
Tri-Ply Construction, LLC, have read and understood the requirements stated above and agree to fully comply with Washington State prevailing wage laws as applicable to this project.

Name of Firm: Tri-Ply Construction, LLC

Signature/Title: Blake Lukehart PM

Date: 5/22/25

END OF SECTION 00 43 43

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this 22nd day of May, 2025

Tri-Ply Construction, LLC
(Name of Organization)

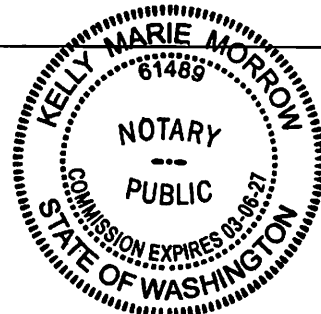
Blake Lukehart
(Title of Person Signing)

Blake Lukehart
(Signature)

ACKNOWLEDGEMENT

STATE OF Washington)

COUNTY OF Yakima)



Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 22nd day of May, 2025.

Kelly Marie Morrow
Notary Public Signature

My Commission Expires: 3-16-2027

ACKNOWLEDGEMENT OF TERO FEES AND COMPLIANCE PLAN REQUIREMENTS
FOR
TOPPENISH POLICE REMODEL PROJECT

(This Form Must Be Completed And Submitted With The Bid Form.)

This document serves as an acknowledgment by the undersigned contractor of their obligation to adhere to the Yakama Nation Tribal Employment Rights Ordinance (TERO) Compliance Plan and to pay the applicable TERO fees as a condition of submitting a bid for this project.

By signing this acknowledgment, the contractor agrees to the following:

1. TERO Compliance Plan
 - a. The contractor has reviewed the Yakama Nation TERO Compliance Plan and agrees to comply with all requirements outlined within.
 - b. Submittal of workforce composition reports as requested to the Yakama Nation TERO office and coordinating compliance as needed with TERO Office, Project Owner and Architect.
2. TERO Fees
 - a. The contractor acknowledges the requirement to pay a TERO fee of 3% of the total project cost as detailed in the TERO Compliance Plan and will ensure that such fees are paid in full in accordance with Yakama Nation requirements.
3. Subcontractor Compliance
 - a. The contractor will ensure that all subcontractors engaged in this project also comply with the TERO Compliance Plan requirements and pay the applicable TERO fees.
4. Certification and Documentation
 - a. The contractor will provide all necessary documentation to demonstrate compliance with TERO requirements upon request within seven (7) days of request.

Failure to comply with these requirements may result in enforcement actions by the Yakama Nation TERO Office, including penalties and disqualification from consideration for future projects

ACKNOWLEDGMENT

I, Blake Lukehart, representing
Tri-Ply Construction, LLC, have read and understood the Yakama Nation TERO Compliance Plan requirements and agree to comply fully with its provisions, including the payment of TERO fees, as a condition of submitting this bid.

Name of Firm: Tri-Ply Construction, LLC
Signature/Title: Blake Lukehart
Date: 5/22/25

END OF TERO FEE AND COMPLIANCE PLAN ACKNOWLEDGEMENT

BID BOND

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

KNOW ALL BY THESE PRESENTS, That we, Tri-Ply Construction, LLC

_____ as Principal, hereinafter called the Principal,
and the Western Surety Company

of Seattle, Washington, a corporation duly organized under
the laws of the State of South Dakota, as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Toppenish as Obligee, hereinafter called the Obligee,
in the sum of Five Percent (5%) of Bid Amount

Dollars (\$ Five Percent (5%) of Bid Amount), for the payment of which sum well and truly to be made, the said Principal and the said
Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Toppenish Police Remodel

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in
accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with
good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in
the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal
shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount
for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall
be null and void, otherwise to remain in full force and effect.

Signed and sealed this 22nd day of May, 2025

[Signature]
Witness

Tri-Ply Construction, LLC (Seal)
{ Member Principal
Title

[Signature]
Chez Armstrong Witness

Western Surety Company
{ By Annelies M. Richie
Annelies M. Richie Attorney-in-Fact

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

Michael S Mansfield, Donald Percell Shanklin Jr, Tamara A Ringeisen, Kari Michelle Motley, Bryan Richard Ludwick, Individually of Portland, OR
Cynthia L Jay, Eric A Zimmerman, James B Binder, Aliceon A Keltner, Brandon K Bush, Jacob T Haddock, Katharine J Snider, Justin Dean Price,
Alyssa J Lopez, Charla M Boadle, Travis J Robles, Individually of Seattle, WA
Jamie L Marques, Carley Espiritu, Christopher Kinyon, Brent E Helesen, Annelies M Richie, Kristine A Lawrence, Holli Albers, Amelia G Burrill,
Lindsey Elaine Jorgensen, Sarah Whitaker, Julianne Morris, Julie A Craker, Individually of Tacoma, WA
Lois F Weathers, Individually, of Medford, 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 Authorizing By-Laws and Resolutions printed at the bottom of this page, 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 10th day of January, 2025.



WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 10th day of January, 2025, before me personally came Larry Kasten, 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 a 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

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, 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-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 22nd day of May, 2025



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

WESTERN SURETY COMPANY

THE WESTERN SURETY COMPANY, INCORPORATED IN THE STATE OF TEXAS

Attest: This is to certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the State of Texas.

Witness my hand and the seal of the State of Texas at Austin, this 1st day of January, 1901.

GOVERNOR OF TEXAS

Attest: My hand and the seal of the State of Texas at Austin, this 1st day of January, 1901.

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GOVERNOR OF TEXAS

WESTERN SURETY COMPANY

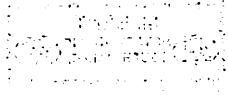
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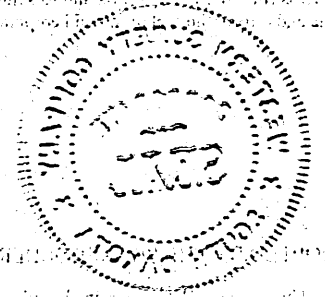
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