



AGENDA BILL

Agenda Subject: Awarding Contract – ParkBOI Garages – Door Hardware and ADA Upgrades Project		Date: April 13, 2020
Staff Contact: Karl Woods, Sr. Project Manager Kathy Wanner, Contracts Specialist	Attachments: A. Resolution No. 1649 B. Bid Results C. Bid Received from Hellmann Construction Company, Inc.	
Action Requested: Adopt Resolution No. 1649 awarding the contract for the ParkBOI Garages – Door Hardware and ADA Upgrades Project to Hellman Construction Company, Inc.		

Background:

In 2019 Hutchinson Smith Architects conducted a building code analysis of the ParkBOI garages to assess compliance with life safety and accessibility requirements. It was determined that upgrades to four ParkBOI garages are necessary. The ParkBOI Garages – Door Hardware and ADA Upgrades Project will upgrade door hardware and restroom facilities to bring the four garages into compliance with the respective codes. Those garages are 9th & Main, Capitol & Main, Capitol & Myrtle and 9th & Front. Once complete, these upgrades will minimize owner liability by enhancing safety and improving accessibility to current standards in the garages.

Agency on-call architectural firm, Slichter Ugrin Architects provided the design, bid specifications, and plans, and will continue with construction administration services through project completion.

Upon Board approval, project construction is anticipated to commence in June contingent upon supply and building material availability. Work is contracted to be substantially complete 90 days from commencement.

Disruptions to ParkBOI customers will be minimal. The project manual clearly outlines the work restriction requirements and communication guidelines the awarded contractor must follow for the duration of the project.

Bidding Requirements:

State law requires a formal, sealed bid process for public works construction projects exceeding \$200,000 and selection of the lowest responsive bidder. The Agency advertised an Invitation to Bid for the ParkBOI Garages – Door Hardware and ADA Upgrades Project in the *Idaho Statesman*

on March 3 and March 10, 2020. In an effort to receive as many competitive bids as possible, a notice also was emailed to the plan rooms at the Idaho Association of General Contractors (AGC) and Idaho Blueprint as well as to five (5) separate general contractors with previous CCDC experience. A non-mandatory pre-bid meeting was held on March 17, 2020. Two contractors attended the pre-bid meeting. Because of questions posed during the pre-bid, an Addendum to the Invitation to Bid would be issued no later than March 25, 2020.

On March 25, 2020, the Governor of Idaho issued an Order to Self-Isolate for the State of Idaho, and because of this order, the Agency included in its Addendum that the required submission of bids for the Project to be sent to the Agency by e-mail and that hard-copies of those bids to be sent to the Agency by US Mail.

Two (2) bids were electronically received via email by the April 1 deadline:

Company	Total Bid Amount
Hellmann Construction Company, Inc.	\$334,031
Beal Corporation	\$498,000

The bids received by e-mail met all of the required statutory and administrative criteria for submission, and Agency staff confirmed that the two (2) bidders have the appropriate and valid public works contractors licenses.

Due to order to self-Isolate and the Agency's ability to accomplish the bidding of the Project virtually, via the electronic submission of bids and a virtual, public ZOOM bid opening on April 1, Agency staff finds it unnecessary to require receipt of hard copies of the two (2) bids.

Hellmann Construction Company, Inc. submitted the lowest responsive bid.

Fiscal Notes:

The Agency's FY2020 budget includes sufficient funding for this project.

Staff Recommendation:

The Board adopt Resolution No. 1649 recognizing Hellmann Construction Company, Inc. as the lowest responsive bidder for the Project and awarding the ParkBOI Garages – Door Hardware and ADA Upgrades Project to Hellmann Construction Company, Inc. for a Total Bid amount of \$334,031.

Suggested Motion:

I move to adopt Resolution No. 1649 recognizing Hellmann Construction Company, Inc. as the lowest responsive bidder; awarding the ParkBOI Garages – Door Hardware and ADA Upgrades Project contract to Hellmann Construction Company, Inc. total Bid amount of \$334,031; authorizing the Executive Director to execute the contract and expend funds; and waiving the formality to receive the hard-copies of the bids by US Mail.

Attachment A

Resolution 1649

ParkBOI Garages Door Hardware and ADA Upgrades Project Contract Award

RESOLUTION NO. 1649

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, FINDING HELLMANN CONSTRUCTION COMPANY, INC. AS THE QUALIFIED BIDDER WHICH SUBMITTED THE LOWEST BID FOR THE PARKBOI GARAGES – DOOR HARDWARE AND ADA UPGRADES PROJECT; AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE A PUBLIC WORKS CONSTRUCTION CONTRACT WITH HELLMANN CONSTRUCTION COMPANY, INC. FOR THE PARKBOI GARAGES – DOOR HARDWARE AND ADA UPGRADES PROJECT; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL NECESSARY ACTION TO IMPLEMENT THE RESOLUTION INCLUDING THE EXPENDITURE OF FUNDS INCLUDING A CONTINGENCY FOR UNFORESEEN EXPENSES; FORMALLY APPROVING A WAIVER OF THE RECEIPT OF MAILED BIDS; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION, is made on the date hereinafter set forth by the Urban Renewal Agency of Boise City, Idaho, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, chapter 20, title 50, Idaho Code, and the Local Economic Development Act, as amended and supplemented, Chapter 29, Title 50, Idaho Code (collectively, the “Act”), as a duly created and functioning urban renewal agency for Boise City, Idaho, hereinafter referred to as the “Agency.”

WHEREAS, Idaho Code § 67-2805(2)(a) provides for a competitive sealed bidding process for procurement of public works construction valued in excess of \$200,000; and,

WHEREAS, the Agency issued an Invitation to Bid for its ParkBOI Garages – Door, Hardware and ADA Upgrades Project (the “Project”) on March 3, 2020, and published the requisite public notice of the Invitation to Bid in the *Idaho Statesman* newspaper on March 3 and March 10, 2020; and,

WHEREAS, on March 25, 2020, the Governor of Idaho issued an Order to Self-Isolate for the State of Idaho, which order took effect immediately and requires Idaho residents to stay and work from home as much as possible until April 15, 2020, or until the order is extended, rescinded, superseded, or amended in writing; and,

WHEREAS, on March 25, 2020, the Agency issued an Addendum to its Invitation to Bid which Addendum required submission of bids for the Project to be sent to the Agency by e-mail and also required hard-copies of those bids to be sent to the Agency by US Mail; and,

WHEREAS, as required by the Addendum, the Agency received two (2) bids by e-mail by the due date and time of 3:00 p.m. on April 1, 2020; and,

WHEREAS, the bids received by e-mail met all of the required statutory and administrative criteria for submission, and Agency staff could confirm that the two (2) bidders have appropriate and valid public works contractors licenses; and,

WHEREAS, because of the Governor's Order to Self-Isolate and the Agency's ability to accomplish the bidding of the Project in the above-described electronic fashion, Agency staff now finds it unnecessary to require receipt of hard copies of the two (2) bids; and,

WHEREAS, Hellmann Construction Company, Inc. electronically submitted the lowest responsive bid; and,

WHEREAS, Agency staff recommends to the Board that the contract award for the Project be made to Hellmann Construction Company, Inc. as the lowest responsive bidder; and,

WHEREAS, the Agency Board finds it in the best interest of the Agency and the public to waive the formality of receiving the Project bids in hard copy because the Agency Board finds the extra step initiated by Agency staff is unnecessary and overly burdensome in light of the Governor's Order to Self-Isolate.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, AS FOLLOWS:

Section 1: That the above statements are true and correct.

Section 2: That the Board hereby finds that Hellmann Construction Company, Inc. was the qualified bidder submitting the lowest responsive bid for the ParkBOI Garages – Door, Hardware and ADA Upgrades Project.

Section 3: That the Executive Director of the Agency is hereby authorized to negotiate and execute a public works construction contract with HELLMANN CONSTRUCTION COMPANY, INC. for the total bid amount of THREE HUNDRED THIRTY-FOUR THOUSAND THIRTY-ONE DOLLARS (\$334,031), consistent with the Board's stated instructions at the April 13, 2020, Agency Board Meeting; and further, is hereby authorized to execute all necessary documents required to implement the actions contemplated by the contract, subject to representations by Agency legal counsel that all conditions precedent to those actions and the contract or other documents are acceptable and consistent with the comments and discussions received at the April 13, 2020, Agency Board Meeting.

Section 4: That the Executive Director is further authorized to expend funds for the total bid amount plus up to 10% of the total bid amount for construction contingencies if determined necessary in his best judgment.

Section 5: That the Board finds it in the best interest of the Agency and the public to waive the formality of receiving the Project bids in hard copy because the Board finds the step unnecessary and overly burdensome in light of the Governor's March 25, 2020, Order to Self-Isolate.

Section 6: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on April 13, 2020. Signed by the Chairman of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on April 13, 2020.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Dana Zuckerman, Chair

ATTEST:

By: _____
Lauren McLean, Secretary

Attachment B

ParkBOI Garages Door Hardware and ADA Upgrades Project

Bid Results

Attachment C

ParkBOI Garages Door Hardware and ADA Upgrades Project

Bid Received from Hellmann Construction Company, Inc.

SECTION 00 41 13 BID FORM

BID FORM

PROJECT: PARKBOI GARAGES – DOOR HARDWARE AND ADA UPGRADES PROJECT

THIS BID IS SUBMITTED TO:

Capital City Development Corporation
Attn: **PARKBOI GARAGES – DOOR HARDWARE AND ADA UPGRADES PROJECT**
121 N. 9th Street, Suite 501
Boise, Idaho 83702

- 1.01 The undersigned Bidder proposes and agrees to enter into a Contract with CCDC in the form included in the Project Manual to perform all the Work as specified or indicated in the Project Manual for the prices indicated in this Bid and in accordance with the other terms and conditions of the Project Manual.
- 1.02 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of CCDC.
- 1.03 Within thirty (30) days from receiving a written notice of acceptance of this Bid, Bidder shall execute the Contract and shall deliver evidence of required insurance coverages and bonds in the amounts required by the Contract.
- 1.04 In submitting this Bid, Bidder represents, as set forth in the Contract and Project Manual, that:
 - a. Bidder has examined and understands the Project Manual and the following Addenda:

Addendum No.	Addendum Date
<u> 1 </u>	<u> March 25, 2020 </u>
_____	_____

- b. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- c. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- d. Bidder has carefully studied: 1.) all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which have been identified in the Project Manual; and 2.) all reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Project Manual.
- e. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Project Manual to be employed by Bidder, and safety precautions and programs incident thereto.

- f. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Project Manual.
 - g. Bidder is aware of the general nature of work to be performed by CCDC and others at the Site that relates to the Work as indicated in the Project Manual.
 - h. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Project Manual, and all additional examinations, investigations, explorations, tests, studies, and data with the Project Manual.
 - i. Bidder has given CCDC written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovered in the Project Manual, and the written resolution thereof by CCDC is acceptable to Bidder.
 - j. The Project Manual is generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
 - k. Bidder is responsible for ascertaining the existence of any addenda and the contents thereto.
- 1.5 Bidder represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over CCDC.
- 1.6 Bidder will complete the Work in accordance with the Contract Documents for the lump sum given, which includes all taxes. Unit prices have been computed in accordance with the General Conditions. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid Items will be based on actual quantities provided, determined as provided in the Contract Documents.
- 1.7 Bidder agrees that the Work will be substantially completed and fully completed ready for final payment in accordance with General Conditions on or before the dates or within the number of calendar days indicated in the Contract Documents. Bidder accepts the provisions of the Contract as to liquidated damages in the event of failure to complete the Work within the times specified.
- 1.8 Bidder agrees to comply with Idaho Code § 44-1001 through 44-1006 regarding employment of Idaho residents.
- 1.9 The following documents are attached to and made a condition of this Bid: 1.) Required Bid security; 1.) Unit Prices Bid Form; and 2.) Contractor's Affidavit Concerning Taxes.
- Bidder agrees to include with the Bid the names and addresses and Idaho Public Works Contractor License numbers of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract.
- 1.10 **WAIVER & RELEASE:** Bidder has read and fully accepts CCDC's discretion and non-liability as stipulated herein, expressly for, but not limited to, CCDC's decision to proceed with a selection process in response to the Invitation to Bid, including the right in its sole discretion and judgment for whatever reason it deems appropriate, at any time unless contrary to applicable state law, to:
- a. Modify or suspend any and all aspects of the process seeking a contractor to construct Project.
 - b. Obtain further information from any person, entity, or group, including, but not limited to, any person, entity, or group responding to CCDC's Bid Invitation (any such person, entity, or group responding is, for convenience, hereinafter referred to as "Bidder"), and to ascertain the depth of Bidder's capability and experience for construction of Project and in any and all other respects to meet with and consult with any Bidder or any other person, entity, or group.
 - c. Waive any formalities or defects as to form, procedure, or content with respect to its Bid Invitation and any responses by any Bidder thereto.

- d. Accept or reject any sealed Bid received in response to the Bid Invitation, including any sealed Bid submitted by the undersigned; or select any one submission over another.
- e. Accept or reject all or any part of any materials, plans, drawings, implementation programs, schedules, phrasings and proposals or statements, including, but not limited to, the nature and type of Bid.

Bidder agrees that CCDC shall have no liability whatsoever, of any kind or character, directly or indirectly, by reason of all or any decision made at the discretion of CCDC as identified above.

SUBCONTRACTORS

CCDC requires the names and addresses of subcontractors to whom work will be awarded, subject to approval of CCDC and Architect, and pursuant to Idaho Code § 67-2310. If such work is not required, Bidder will indicate "Not Applicable" in the list below. In the event that the general (Trade) contractor intends to self-perform the plumbing, HVAC, or electrical work, the general contractor must be properly licensed by the state of Idaho to perform such work. The general (Trade) contractor shall demonstrate compliance with this requirement by listing the valid contractor's license number for the plumbing, HVAC, or electrical work to be self-performed by the general contractor on the bid form.

Failure to name subcontractors as required by Idaho Code shall render any bid submitted unresponsive and void.

Plumbing _____
 Address: _____

 Public Works License No. _____
 Idaho Plumbing Contractors License No. _____

Paige Mechanical Group
 P.O. Box 170360
 Boise, ID 83717-0360
 C-16671-AAA-4
 028373

Heating & Air Conditioning _____
 Address: _____

 Public Works License No. _____
 Idaho HVAC Contractors License No. _____

Paige Mechanical Group
 P.O. Box 170360
 Boise, ID 83717-0360
 C-16671-AAA-4
 HVC 2876

Electrical _____
 Address: _____

 Public Works License No. _____
 Idaho Electrical Contractors License No. _____

AME Electric Inc.
 3621 Arthur St.
 Caldwell, ID 83605
 C-11544-AAA-4
 E 312625 & C2854

BID SCHEDULE - OFFER

All Work required to construct the Project complete for the Contract Sum listed below and identified as the Total Bid Amount. Bidder shall provide a separate bid amount for each individual garage as identified below and in the Bid Documents. Bid shall be awarded on the Total Bid Amount.

- 1. All the work described in the Project Manual, Bid Drawings and Specifications for the 9th & Front Garage Upgrades - Architects Project No. 19060.

Subtotal 1. \$ 72,114⁰⁰

- 2. All the work described in the Project Manual, Bid Drawings and Specifications for the 9th & Main Garage Upgrades - Architects Project No. 19073.

Subtotal 2. \$ 93,385⁰⁰

- 3. All the work described in the Project Manual, Bid Drawings and Specifications for the Capitol & Myrtle Garage Upgrades - Architects Project No. 19074.

Subtotal 3. \$ 50,561⁰⁰

- 4. All the work described in the Project Manual, Bid Drawings and Specifications for the Capitol & Main Garage Upgrades - Architects Project No. 19075.

Subtotal 4. \$ 117,971⁰⁰

TOTAL BID AMOUNT

Bidder agrees to perform all the work described in the Project Manual, Drawings and Specifications for the Total lump sum bid amount of:

Three Hundred Thirty Four Thousand and Thirty One

(\$ 334,031.00) Dollars, lawful money of the United States.

[Show amounts in both words and figures; in event of discrepancy, the amount in words shall govern.]

BID FORM SIGNATURE

SUBMITTED on April 1, 2020.

X 
SIGNATURE

Eric R. Hellmann President/Operations Mgr.
Print Name and Title

Hellmann Construction Co. Inc.
Contractor / Company

1637 S. Curtis Rd.
Address

Boise, Idaho 83705
City, State, Zip

C-16637-A-1-3
Idaho Public Works Contractor License No.

4/30/2020
License Expiration Date

20-4554314
Federal Tax ID #

hellmannconst@cableone.net
E-mail Address

208 658 2293
Phone No.

208 658 1008
Fax No.

ATTENTION: Did you remember the Bid Security, Unit Prices Bid Form, and Contractor's Affidavit Concerning Taxes?

- Bid Security in the form of a bid bond, certified check, cashier's check, or cash in an amount not less than five percent (5%) of the total amount of the bid is **REQUIRED**.
- Unit Prices Bid Form is **REQUIRED**.
- Contractor's Affidavit Concerning Taxes is **REQUIRED**.

IF BID SECURITY, UNIT PRICES BID FORM, AND CONTRACTOR'S AFFIDAVIT ARE NOT INCLUDED, YOUR BID WILL BE CONSIDERED NON-RESPONSIVE.

END OF SECTION 00 41 13

SECTION 00 43 22 - UNIT PRICES BID FORM
EXECUTE AND SUBMIT WITH BID

UNIT PRICES

All Bidders must provide unit prices for the items listed below. These unit prices apply to and shall be the same for Base Bid and any subsequent and approved Change Orders. Change Order unit prices for quantities in excess of the ranges stated below are subject to negotiation between CCDC and Contractor.

Schedule A: Change Order Unit Prices			
Item	Amount	Unit of Measure	Basis of Amount
1. Concrete Masonry Units, installed (repair).	\$ 55 ⁰⁰	SF	5 - 50 SF
2. Aluminum Storefronts & Entrances, frames, powder coated and installed, for conditions that need repaired at conditions where new Doors are indicated to be replaced.	\$ 135 ⁰⁰	SF	40 - 200 SF
3. Aluminum Entrance Door, powder-coated and installed with hardware as specified.	\$ 281 ⁰⁰	SF	20 - 100 SF
4. Glazing, at Aluminum Storefronts where determined that need to be replaced / repaired at conditions where new Doors are indicated to be replaced.	\$ 83 ⁰⁰	SF	40 - 200 SF
5. Glazing, at Aluminum Entrance Door installed.	\$ 83 ⁰⁰	SF	20 - 100 SF

SUBMITTED on April 1, 2020.

X 
 SIGNATURE

Eric R. Hellmann President/Operations
 Print Name and Title Manager

Hellmann Construction Co. Inc.
 Contractor / Company

1637 S. Curtis Rd.
 Address

Boise, ID 83705
 City, State, Zip

C-16637-A
 Idaho Public Works Contractor License No.

4/30/2020
 License Expiration Date

20-4554314
 Federal Tax ID #

hellmannconst@cableone.net
 E-mail Address

(208) 658-2293
 Phone No.

(208) 658-1008
 Fax No.

END OF SECTION 00 43 22

SECTION 00 45 46 CONTRACTOR'S AFFIDAVIT CONCERNING TAXES
EXECUTE AND SUBMIT WITH BID

CONTRACTOR'S AFFIDAVIT CONCERNING TAXES

STATE OF Idaho

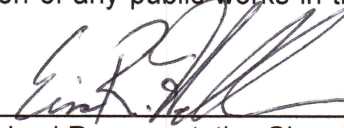
COUNTY OF Ada

Pursuant to Chapter 15, Title 63, Idaho Code, I the undersigned, being duly sworn, depose and certify that all taxes, excises and license fees due to the State of Idaho and its taxing units, for which I or my property is liable, then due or delinquent, have been paid, or arrangements have been made, before entering into a contract for construction of any public works in the State of Idaho.

Hellmann Construction Co. Inc.
Contractor / Company

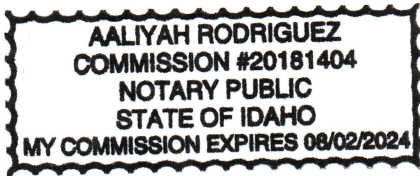
1637 S. Curtis Rd.
Address

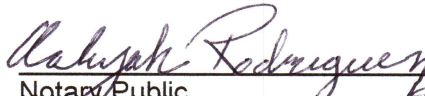
Boise, ID 83705
City, State, Zip

X 
Authorized Representative Signature

Eric R. Hellmann (President/Operations Mgr.)
Print Name and Title

Subscribed and sworn to before me this 30th day of March, 2020.




Notary Public
Residing at: Lampa Idaho
Commission Expires: 08/02/2024

END OF SECTION 00 45 46



Swiss Re
Corporate Solutions

BID BOND

CONTRACTOR:

(Name, legal status and address)

Hellmann Construction Company Inc.
1637 S. Curtis Rd.
Boise, ID 83705

OWNER:

(Name, legal status and address)

Capital City Development Corporation
121 N. 9th St. Ste 501
Boise, ID 83702

BOND AMOUNT:

**** Five Percent of Total Amount Bid **** (5% of Total Bid)

PROJECT:

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

PARKBOI Garages - Door Hardware and ADA Upgrades Project
Boise, Idaho

SURETY:

North American Specialty Insurance Company

1450 American Lane, Suite 1100
Schaumburg, IL 60173

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

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

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

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

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 10th day of March 2020

(Witness) Hagli Williams

(Principal) Hellmann Construction Company Inc. (Seal)
President

(Title)

(Witness)

North American Specialty Insurance Company

(Surety) _____ (Seal)

(Title) Robert W. Lagler (Attorney-in-Fact)

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

ROBERT W. LAGLER

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature] Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

By [Signature] Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 11th day of April, 2018.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 11th day of April, 2018, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President

of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 10th day of March, 2020.

[Signature]