



Mountain Rides Transportation Authority

Public Notice

Special Meeting of the Board of Directors

Wednesday, April 10, 2024, 10:00am

Virtual Only

Join on your computer, mobile app or room device:

[Click here to join the meeting](#)

Meeting ID: 228 965 465 432

Passcode: vsabWn

Or call in (audio only)

208-296-6299

Phone Conference ID: 114 424 334#

Mountain Rides Board of Directors

Chair Grady Burnett (Sun Valley), Vice-Chair Tom Blanchard (Bellevue), Secretary Kristin Derrig (Ketchum), Peter Hendricks (Sun Valley), Muffy Davis (Blaine Co.), Martha Burke (Hailey), Neil Bradshaw (Ketchum) and Melody Mattson (at-large)

Agenda

1. **Call to Order**
2. **Comments** from the Executive Director
3. **Action item:** Award Contract for Construction of MRTA's New Battery Electric Bus Facility, Bellevue, Idaho
4. **Discussion item:** Items of Interest to the Members
5. **Adjourn**

Public information regarding agenda items is available from Mountain Rides at 800 1st Ave. North, Ketchum, or 208-788-7433. Anyone needing special accommodation to attend the above-noticed meeting should contact Mountain Rides, at 208-788-7433, two days prior to the meeting.

Mountain Rides Agenda Action Item Summary

Date:

Apr 10, 2024

From:

Wally Morgus

Action Item:

3. Award Contract for Construction of MRTA's New Battery Electric Bus Facility, Bellevue, Idaho

Committee Review:

Yes No

Committee
Purview:

Previously
discussed at board
level:

Yes No

Recommended
Motion:

I move to award the competitively bid contract for the construction of Mountain Rides' New Battery Electric Bus Facility in Bellevue, Idaho, to EKC, Inc., of Boise, Idaho, and authorize the Executive Director to execute said contract, with contracted consideration less than or equal to \$3,826,579.

Fiscal Impact:

FY24 Facilities Budget

Related Policy or
Procedural Impact:

MRTA Procurement Policy, Idaho State Code

Background:

See three (3) Bids, included herewith.

See "Idaho Code 67-2805. PROCUREMENT OF PUBLIC WORKS CONSTRUCTION", a copy of which is included herewith.

This project will be funded with 80% federal dollars -- the grant is in place -- and a 20% local match.



Idaho Statutes

Idaho Statutes are updated to the website July 1 following the legislative session.

TITLE 67

STATE GOVERNMENT AND STATE AFFAIRS

CHAPTER 28

PURCHASING BY POLITICAL SUBDIVISIONS

67-2805. PROCUREMENT OF PUBLIC WORKS CONSTRUCTION. (1) When a political subdivision contemplates an expenditure to procure public works construction valued at or in excess of fifty thousand dollars (\$50,000) but not to exceed two hundred thousand dollars (\$200,000), the procurement procedures of this subsection shall apply:

(a) The solicitation for bids for the public works construction to be performed shall be supplied to no fewer than three (3) owner-designated licensed public works contractors by written means, either by electronic or physical delivery. The solicitation shall describe the construction work to be completed in sufficient detail to allow an experienced public works contractor to understand the construction project the political subdivision seeks to build.

(b) The solicitation for bids shall describe the electronic or physical delivery method or methods authorized to submit a bid, the date and time by which a bid proposal must be received by the clerk, secretary or other authorized official of the political subdivision, and shall provide a reasonable time to respond to the solicitation, provided that except in the event of an emergency, such time shall not be less than three (3) business days.

(c) Written objections to specifications or bid procedures must be received by the clerk, secretary or other authorized official of the political subdivision at least one (1) business day before the date and time upon which bids are scheduled to be received.

(d) When written bids have been received, by either physical or electronic delivery, they shall be submitted to the governing board or a designee of the governing board who shall present the lowest responsive bid to the governing board for approval or, if authorized, approve the bid. The governing board or the board's designee shall approve the responsive bid proposing the lowest procurement price or reject all bids and publish notice for bids, as before.

(e) If the political subdivision finds that it is impractical or impossible to obtain three (3) bids for the proposed public works procurement, the political subdivision may acquire the work in any manner the political subdivision deems best from a qualified public works contractor quoting the lowest price. When fewer than three (3) bids are considered, a description of the efforts undertaken to procure at least three (3) bids shall be documented by the political subdivision and such documentation shall be maintained for at least six (6) months after the procurement decision is made. If two (2) or more price quotations offered by different licensed public works contractors are the same and the lowest responsive bids, the governing

board or governing-board authorized official may accept the one (1) it chooses.

(2) When a political subdivision contemplates an expenditure to purchase public works construction valued in excess of two hundred thousand dollars (\$200,000), the procurement procedures of this subsection shall apply. The purchase of construction services shall be made pursuant to a competitive sealed bid process with the purchase to be made from the qualified public works contractor submitting the lowest bid price complying with bidding procedures and meeting the prequalifications, if any are provided, established by the bid documents. Competitive bidding for public works may proceed through either of two (2) alternative procedures as set forth below:

(a) Category A. Competitive bidding procedures shall be open to receipt of bids from any licensed public works contractor desiring to bid upon a public works project. For a category A bid, the political subdivision may only consider the amount bid, bidder compliance with administrative requirements of the bidding process, and whether the bidder holds the requisite license, and shall award the bid to the qualified bidder submitting the lowest responsive bid.

(i) The request for bids for a category A procurement shall set a date and place for the public opening of bids. Two (2) notices soliciting bids shall be published in the official newspaper of the political subdivision. The first notice shall be published at least two (2) weeks before the date for opening bids, with the second notice to be published in the succeeding week at least seven (7) days before the date that bids are scheduled to be opened. The notice shall succinctly describe the project to be constructed. Copies of specifications, bid forms, bidder's instructions, contract documents, and general and special instructions shall be made available upon request and payment of a reasonable plan copy fee by any interested bidder.

(ii) Written objections to specifications or bidding procedures must be received by the clerk, secretary or other authorized official of the political subdivision at least three (3) business days before the date and time upon which bids are scheduled to be opened. The administrative officer or governing board supervising the bidding process shall respond to any such objection in writing and communicate such response to the objector and all other plan holders, adjusting bidding timeframes if necessary.

(iii) All bids shall be presented or otherwise delivered under sealed cover to the clerk of the political subdivision or other authorized agent of the political subdivision designated by the information provided to bidders by the political subdivision with a concise statement marked on the outside generally identifying the project to which the bid pertains.

(iv) If the political subdivision deems it is in the political subdivision's best interest, it may require the bidder to provide bid security in an amount equal to at least five percent (5%) of the amount bid. If required, a bid shall not be considered unless one (1) of the forms of bidder's security is enclosed with it, and unless the bid is submitted in a form which substantially complies with the form provided by the political subdivision. The

political subdivision may require that the bid security be in one (1) of the following forms:

(A) Cash;

(B) A cashier's check made payable to the political subdivision;

(C) A certified check made payable to the political subdivision; or

(D) A bidder's bond executed by a qualified surety company, made payable to the political subdivision.

(v) Any bid received by the political subdivision may not be withdrawn after the date and time set in the notice for opening of bids. When sealed bids have been received, they shall be opened in public at a designated place and time, thereafter to be compiled and submitted to the governing board for award or, if a designee is authorized, for approval of the award.

(vi) If the successful bidder fails to execute the contract, the amount of his bidder's security may be forfeited to the political subdivision at the sole discretion of the political subdivision and the proceeds shall be deposited in a designated fund out of which the expenses of procuring substitute performance are paid.

(vii) The political subdivision may, on the refusal or failure of the successful bidder to execute the contract, award the contract to the qualified bidder submitting the next lowest responsive bid. If the governing board awards the contract to the next lowest qualified bidder, the amount of the lowest qualified bidder's security may be applied by the political subdivision to the difference between the lowest responsive bid and the next lowest responsive bid, and the surplus, if any, shall be returned to the lowest bidder if cash or check is used, or to the surety on the bidder's bond if a bond is used, less reasonable administrative costs not to exceed twenty-five percent (25%) of the amount of the bidder's security to the owner.

(viii) In its discretion, the governing board may reject all bids presented and re-bid, or the governing board may, after finding it to be a fact, pass a resolution declaring that the project sought to be accomplished by the expenditure can be performed more economically by purchasing goods and services on the open market. If identical bids are received, the governing board may choose the bidder it prefers. If no bids are received, the governing board may procure the goods or services without further competitive bidding procedures.

(ix) If the governing board of any political subdivision chooses to award a competitively bid contract involving the procurement of public works construction to a bidder other than the apparent low bidder, the political subdivision shall declare its reason or reasons on the record and shall communicate such reason or reasons in writing to all persons who have submitted a competing bid.

(x) If any participating bidder objects to such award, such bidder shall respond in writing to the notice from the political subdivision within seven (7) calendar days of the date of transmittal of the notice, setting forth in such response the

express reason or reasons that the award decision of the governing board is in error. Thereafter, staying performance of any procurement until after addressing the contentions raised by the objecting bidder, the governing board shall review its decision and determine whether to affirm its prior award, modify the award, or choose to re-bid, setting forth its reason or reasons therefor. After completion of the review process, the political subdivision may proceed as it deems to be in the public interest.

(b) Category B. Competitive bidding procedures shall be open to licensed public works contractors only after meeting preliminary supplemental qualifications established by the political subdivision. The solicitation for bids in a category B procurement shall consist of two (2) stages, an initial stage determining supplemental prequalifications for licensed contractors, either prime or specialty contractors, followed by a stage during which bid prices will be accepted only from prequalified contractors.

(i) Notice of the prequalification stage of the category B competitive bidding process shall be given in the same manner that notice of competitive bidding is provided for a category A competitive bid request, providing a specific date and time by which qualifications statements must be received. Political subdivisions may establish prequalification standards premised upon demonstrated technical competence, experience constructing similar facilities, prior experience with the political subdivision, available nonfinancial resources, equipment and personnel as they relate to the subject project, and overall performance history based upon a contractor's entire body of work. Such request must include the standards for evaluating the qualifications of prospective bidders.

(ii) During the initial stage of the category B bidding process, licensed contractors desiring to be prequalified to bid on a project must submit a written response to a political subdivision's request for qualifications.

(iii) Written objections to prequalification procedures must be received by the clerk, secretary or other authorized official of the political subdivision at least three (3) business days before the date and time upon which prequalification statements are due. The administrative officer or governing board supervising the bidding process shall respond to any such objection in writing and communicate such response to the objector and all other contractors seeking to prequalify, adjusting bidding timeframes if necessary. After a review of qualification submittals, the political subdivision may select licensed contractors that meet the prequalification standards. If any licensed contractor submits a statement of qualifications but is not selected as a qualified bidder, the political subdivision shall supply a written statement of the reason or reasons why the contractor failed to meet prequalification standards.

(iv) Any licensed contractor that fails the prequalification stage can appeal any such determination to the governing board within seven (7) days after transmittal of the prequalification results to contest the determination. If the governing board

sustains the decision that a contractor fails to meet prequalification standards, it shall state its reason or reasons for the record. A governing board decision concerning prequalification may be appealed to the public works contractors license board no more than fourteen (14) days following any decision on appeal made by the governing board. The public works contractors license board shall decide any such appeal within thirty-five (35) days of the filing of a timely appeal. The public works contractors license board shall allow participation, written or oral, by the appealing contractor and the political subdivision, either by employing a hearing officer or otherwise. The public works contractors license board shall not substitute its judgment for that of the political subdivision, limiting its review to determining whether the decision of the governing board is consistent with the announced prequalification standards, whether the prequalification standards comport with the law and whether the governing board's decision is supported by the entirety of the record. The decision of the public works contractors license board shall be written and shall state the reason or reasons for the decision. Category B prequalification procedures that are appealed shall be stayed during the pendency of the prequalification appeal until the public works contractors license board completes its review, but in no instance more than forty-nine (49) days after the appellate decision of the governing board regarding prequalification. Any licensed public works contractor affected by a decision on appeal by the public works contractors license board may, within twenty-eight (28) days of the final decision, seek judicial review as provided by chapter 52, title 67, Idaho Code.

(v) Following the conclusion of the prequalification administrative procedures, the bidding stage shall proceed by the setting of a time, date and place for the public opening of bids. In circumstances involving prequalified prime contractors, a notice soliciting bids shall be transmitted to prequalified bidders at least fourteen (14) days before the date of opening the bids. In circumstances involving prequalified specialty or subordinate contractors, the notice soliciting bids shall be published in the same manner applicable to category A bids. The notice shall succinctly describe the project to be constructed. Copies of specifications, bid forms, bidder's instructions, contract documents, and general and special instructions shall be made available upon request and payment of a reasonable plan copy fee by any eligible bidder.

(vi) Written objections to specifications or bidding procedures must be received by the clerk, secretary or other authorized official of the political subdivision at least three (3) business days before the date and time upon which bids are scheduled to be opened.

(vii) All category B bids shall be presented or otherwise delivered under sealed cover to the clerk or other authorized agent of the political subdivision designated by the instructions to bidders with a concise statement marked on the outside generally identifying the project to which the bid pertains.

(viii) If the political subdivision deems it is in the political subdivision's best interest, it may require the bidder to provide bid security in an amount equal to at least five percent (5%) of the amount bid. If required, a bid shall not be considered unless one (1) of the forms of bidder's security is enclosed with it, and unless the bid is submitted in a form which substantially complies with the form provided by the political subdivision. The political subdivision may require that the bid security be in one (1) of the following forms:

(A) Cash;

(B) A cashier's check made payable to the political subdivision;

(C) A certified check made payable to the political subdivision; or

(D) A bidder's bond executed by a qualified surety company, made payable to the political subdivision.

(ix) Any category B bid received by a political subdivision may not be withdrawn after the date and time set in the notice for opening of bids. When sealed bids have been received, they shall be opened in public by the governing board or the board's designee at a designated place and time. The governing board's designee shall thereafter compile and submit to the governing board for award or, if authorized, approve the award. If identical bids are received, the governing board may choose the bidder it prefers. If the successful bidder fails to execute the contract, the amount of his bidder's security may be forfeited to the political subdivision, in the sole discretion of the political subdivision, and the proceeds shall be deposited in a designated fund out of which the expenses for procuring substitute performance are paid.

(x) The political subdivision may, on the refusal or failure of the successful bidder to execute the contract, award the contract to the qualified bidder submitting the next lowest responsive bid. If the governing board awards the contract to the next lowest qualified bidder, the amount of the lowest qualified bidder's security, if forfeited, shall be applied by the political subdivision to the difference between the lowest responsive bid and the next lowest responsive bid, and the surplus, if any, shall be returned to the lowest bidder if cash or check is used, or to the surety on the bidder's bond if a bond is used, less reasonable administrative costs not to exceed twenty-five percent (25%) of the amount of the bidder's security.

(xi) In its discretion, the governing board may reject all bids presented and re-bid, or the governing board may, after finding it to be a fact, pass a resolution declaring that the project sought to be accomplished by the expenditure can be performed more economically by purchasing goods and services on the open market. If no bids are received, the governing board may make the expenditure without further competitive bidding procedures.

(xii) If the governing board of any political subdivision chooses to award a competitively bid contract involving the procurement of public works construction to a bidder other than the apparent low bidder, the political subdivision shall declare

its reason or reasons on the record and shall communicate such reason or reasons in writing to all persons who have submitted a competing bid.

(xiii) If any participating bidder objects to such award, such bidder shall respond in writing to the notice from the political subdivision within seven (7) calendar days of the date of transmittal of the notice, setting forth in such response the express reason or reasons that the award decision of the governing board is in error. Thereafter, staying performance of any procurement until after addressing the contentions raised by the objecting bidder, the governing board shall review its decision and determine whether to affirm its prior award, modify the award, or choose to re-bid, setting forth its reason or reasons therefor. After completion of the review process, the political subdivision may proceed as it deems to be in the public interest.

History:

[67-2805, added 2005, ch. 213, sec. 37, p. 669; am. 2005, ch. 295, sec. 2, p. 935; am. 2017, ch. 197, sec. 5, p. 485.]

How current is this law?

6. Bid Proposal

Project Identification: Mountain Rides transit Authority- Expansion

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ARTICLE 1 - BID RECIPIENT

- 1.01 This Bid Is Submitted To the Owner: Mountain Rides Transportation Authority
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitation those dealing with the dispositions of Bid security. The Bid will remain subject to acceptance for {10} days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
 - A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.	Addendum Date
<u>Addendum 1</u>	<u>03/26/2024</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 obtained and carefully studied (or accepts the consequences for not doing so) all 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 the Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

- E. 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 Bidding Documents.
- F. Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- H. Bidder has given Architect written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Architect is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- J. Bidder will submit written evidence of its authority to do business in the State of Idaho not later than the date of its execution of the Agreement.

ARTICLE 4 - FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. This Bid is genuine and not made in the interest of or on the 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;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the price(s) shown on the attached bid sheet. Bid sheet is attached.

ARTICLE 6 - TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete in accordance on or before the dates or within the number of calendar days indicated in the presented schedule.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work within the Schedule.

ARTICLE 7 - ATTACHEMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of the Bid:
 - A. Required Bid security in the form of a Bid Bond (AIA A310) or Certified Check (Check one)
- 7.02 Naming of Subcontractors

The public works sub-contractors to whom sub-contracts will be awarded if the bidder is awarded a contract are: (Insert "self" if properly licensed and so intended. Insert "Not required" if such specialty work is not required)

Plumbing Contractor

Name: Evans Plumbing Inc
Address: 111 Gulfstream lane, Hailey ID 83333
Contractor License Number: PWC-C-15343-unlimited-4 ; PUB-C-035960

Heating and Air Conditioning Contractor

Name: Hobson Corp.
Address: 6428 Business Way, Boise ID 83716-0550
Contractor License Number: PWC-C-10231-U-4

Electrical Contractor

Name: CEI (Commercial electric)
Address: 111 Golf Stream lane, Hailey Id 83333
Contractor License Number: PWC-C-11058

(Note: failure to name the plumbing, HVAC and electrical subcontractors may render the bid "non-responsive" under State Law IC 67-2310)

ARTICLE 8 - BID SUBMITTAL

8.01 This Bid submitted by:

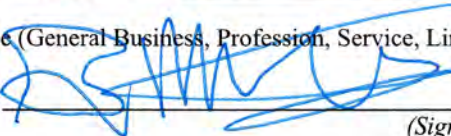
Partnership, Individual, or Corporation Name:

EKC, Inc.

State of Registration: Idaho

Type (General Business, Profession, Service, Limited Liability): Corporation

By:



(Signature)

Name (typed or printed): Brandon McCurdy

Title: Principle/Senior Estimator

Bidder's Business address:

250 W. Bobwhite Court, Suite 100 Boise, ID 83706

Business Phone No. (208) 345-8944

Business E-Mail Address brandon@ekcconstruction.com

State of Idaho Contractor License No. RCE-6142 & PWC-10259-U-3-4-5

8.02 Bid submitted on April 5th, 2024

8.03 BID AMOUNT

The bidder agrees to perform the work as presented in the Construction documents (Drawings, Specifications) per the below noted Cost of the Work with a Fixed Fee and a Guaranteed Maximum Price/ amount and per the outlined schedule.

“GUARANTEED MAXIMUM PRICE (GMP) AMOUNT OF:”

three million eight hundred twenty six thousand ^{seven hundred} Dollars (\$ 3,826,579).

Please write both the bid proposal amount in written words as well as in numbers for clarification.

Additionally, the below listed alternate(s) are to be bid as part of this project. At MRTA’s discretion they may elect to incorporate any/all alternates thereby adjusting the above GMP.

Alternate #1- CARPORT REMOVAL (REMOVE FROM SCOPE OF WORK): The removal of the carport in its entirety from the project scope of work. The area below carport shall remain surface parking with grading, drainage, curb, asphalt, striping, etc. shall be provided. Additionally, radiant heat /snowmelt shall be provided in this area as the parking spaces are now readily exposed to winter conditions.

one hundred nine thousand one hundred Dollars (\$ 109,100).

Please write both the bid proposal amount in written words as well as in numbers for clarification.

The bidder agrees that this bid proposal shall be valid and may not be withdrawn for (10) calendar days from submittal/bid opening date.

The owner reserves the right to reject any or all bids and to waive any informality in the bidding. The bidder upon receipt of written notice of the acceptance of this bid, shall enter into a formal contract per the schedule noted above.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

EKC, Inc.
250 Bobwhite Ct, Suite 100
Boise, ID 83706

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

Travelers Casualty and Surety Company of
America
One Tower Square
Hartford, CT 06183

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)

Mountain Rides Transportation Authority (MRTA)
121 Clover Street
Bellevue, ID 83313

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)

Mountain Rides Transportation Authority (MRTA) Expansion, Bellevue, Idaho

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 April, 2024

Carolynne Warden
(Witness)

EKC, Inc.
(Principal) _____ (Seal)

By: Dan J. Pratt
(Title)

Brittney Isdell
(Witness) Brittney Isdell

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

By: Brenda J. Smith
(Title) Brenda J. Smith 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

KNOW ALL MEN BY THESE PRESENTS: That 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 that the Companies do hereby make, constitute and appoint Brenda J. Smith of Boise, ID, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond:

Surety Bond No.: Bid Bond
OR

Principal: EKC, Inc.
Obligee: Mountain Rides Transportation Authority (MRTA)

Project Description: Mountain Rides Transportation Authority (MRTA) Expansion, Bellevue, Idaho

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

By: [Signature]
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, 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



[Signature]
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 1st day of April, 2024.



[Signature]
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.

6. Bid Proposal

Project Identification: Mountain Rides transit Authority- Expansion

TABLE OF CONTENTS

- Article 1 - Bid Recipient
- Article 2 - Bidder's Acknowledgments
- Article 3 - Bidder's Representations
- Article 4 - Further Representations
- Article 5 - Basis of Bid
- Article 6 - Time of Completion
- Article 7 - Attachments to Bid
- Article 8 - Defined Terms
- Article 9 - Bid Submittal

ARTICLE 1 - BID RECIPIENT

- 1.01 This Bid Is Submitted To the Owner: Mountain Rides Transportation Authority
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitation those dealing with the dispositions of Bid security. The Bid will remain subject to acceptance for {10} days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
 - A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.	Addendum Date
<u> 1 </u>	<u>3/27/14</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 obtained and carefully studied (or accepts the consequences for not doing so) all 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 the Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

Conrad

ARTICLE 6 - TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete in accordance on or before the dates or within the number of calendar days indicated in the presented schedule.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work within the Schedule.

ARTICLE 7 - ATTACHEMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of the Bid:

- A. Required Bid security in the form of a Bid Bond (AIA A310) or Certified Check (Check one)

7.02 Naming of Subcontractors

The public works sub-contractors to whom sub-contracts will be awarded if the bidder is awarded a contract are: (Insert "self" if properly licensed and so intended. Insert "Not required" if such specialty work is not required)

Plumbing Contractor + Wet HVAC

Name: EVANS Plumbing, INC
Address: 111 Gulf Stream Ln. Hanley, ID
Contractor License Number: PWC-15343 PLB-035960

Heating and Air Conditioning Contractor - Dry Side

Name: HOBSON, CORP.
Address: 6428 Business Way Boise, ID 83716-0550
Contractor License Number: PWC-C-10231-U-4 HVAC-C-4612

Electrical Contractor

Name: CEI Contracting
Address: PO Box 190855
Contractor License Number: PWC-C-11058 EL # 07192

(Note: failure to name the plumbing, HVAC and electrical subcontractors may render the bid "non-responsive" under State Law IC 67-2310)

Conrad



ARTICLE 8 - BID SUBMITTAL

8.01 This Bid submitted by:

Partnership, Individual, or Corporation Name:

Conrad Brothers of Idaho, INC

State of Registration: Idaho

Type (General Business, Profession, Service, Limited Liability):

S-CORP

By:

(Signature)

Name (typed or printed):

Paul Conrad

Title:

President

Bidder's Business address:

105 Lewis St. Ste 101

Ketchum, Idaho 83340

Business Phone No. (208) 726-3830

Business E-Mail Address

accounting@conradbrothersconstruction.com

State of Idaho Contractor License No.

RCE-376

PWC-C-16644 unlimited-3

8.02 Bid submitted on 4/5, 2024

8.03 BID AMOUNT

The bidder agrees to perform the work as presented in the Construction documents (Drawings, Specifications) per the below noted Cost of the Work with a Fixed Fee and a Guaranteed Maximum Price/ amount and per the outlined schedule.

“GUARANTEED MAXIMUM PRICE (GMP) AMOUNT OF:”

Four million one hundred seven thousand ^{PMH 11/11/11} Dollars (\$ 4,117,059).

Please write both the bid proposal amount in written words as well as in numbers for clarification.

Additionally, the below listed alternate(s) are to be bid as part of this project. At MRTA’s discretion they may elect to incorporate any/all alternates thereby adjusting the above GMP.

Alternate #1- CARPORT REMOVAL (REMOVE FROM SCOPE OF WORK): The removal of the carport in its entirety from the project scope of work. The area below carport shall remain surface parking with grading, drainage, curb, asphalt, striping, etc. shall be provided. Additionally, radiant heat /snowmelt shall be provided in this area as the parking spaces are now readily exposed to winter conditions.

One hundred seventy five thousand Dollars (\$ 175,000).

Please write both the bid proposal amount in written words as well as in numbers for clarification.

The bidder agrees that this bid proposal shall be valid and may not be withdrawn for (10) calendar days from submittal/bid opening date.

The owner reserves the right to reject any or all bids and to waive any informality in the bidding. The bidder upon receipt of written notice of the acceptance of this bid, shall enter into a formal contract per the schedule noted above.

CONRAD



BID BOND

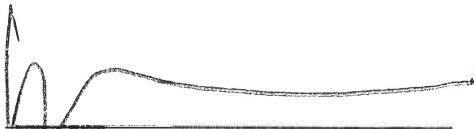
BOND NO. Bid Bond

KNOW ALL MEN BY THESE PRESENTS, That we, Conrad Brothers of Idaho, Inc.
105 Lewis Street, Suite 101, Ketchum, ID 83340 as Principal, and Atlantic Specialty Insurance Company, a
corporation duly organized under the laws of the State of New York, as Surety, are held and firmly bound unto
Mountain Rides Transportation Authority as Oblige, in
the sum of Five Percent of Amount Bid
(\$ 5%) Dollars for the payment of which Principal and Surety bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally.

WHEREAS, Principal has submitted a bid for Mountain Rides Expansion, 121 Clover Street, Bellevue, Idaho 83313
, the Project.

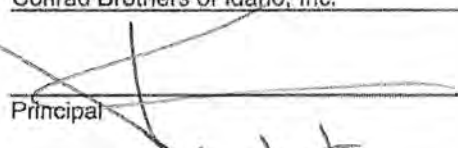
NOW, THEREFORE, if the Oblige accepts the bid of the Principal and the Principal enters into a Contract with the
Oblige for the Project; or, if the Principal pays the Oblige the amount of this Bond or the difference between Principal's
bid and the next lowest bid for the Project, whichever is less: this obligation is null and void, otherwise to remain in full
force and effect.

Signed and sealed this 5th day of April, 2024.




Witness

Conrad Brothers of Idaho, Inc.

BY: 
Principal
ITS: President

Terri K. Strawhand

Witness Terri K. Strawhand

Atlantic Specialty Insurance Company
BY: 

Attorney-In-Fact Daniel J. Grygo





Power of Attorney

Surety Bond No: Bid Bond

Principal: Conrad Brothers of Idaho, Inc.
Obligee: Mountain Rides Transportation Authority

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Daniel J. Grygo, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **sixty million dollars (\$60,000,000)** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

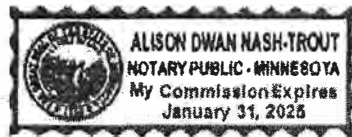
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this fifth day of March, 2020.



By *Paul J. Brehm*
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this fifth day of March, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Alison Nash-Trout
Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed, Dated 5th day of April, 2024



Christopher V. Jerry
Christopher V. Jerry, Secretary



Brad Little
Governor

State of Idaho
Division of Occupational and Professional Licenses
PUBLIC WORKS CONTRACTORS LICENSING
CONTRACTOR

PWC-C-16644 - UNLIMITED - 3
License Number

09/06/2006
Original License Issued

This is to certify that

CONRAD BROTHERS OF IDAHO, INC.

has fulfilled the requirements of the law relating to licensing in Idaho Code, Title 54, Chapter 19 & 45
and is hereby granted this certificate.

This license expires: 09/30/2024

A large, stylized handwritten signature in black ink, appearing to be "R", written over a horizontal line.

Licensee Signature

A handwritten signature in black ink that reads "Russell S. Barron", written over a horizontal line.

Russell Barron, Administrator

THE IDAHO CONTRACTORS BOARD

Certifies That

CONRAD BROTHERS OF IDAHO INC

Registration No: RCE-376

Subject to Annual Renewal

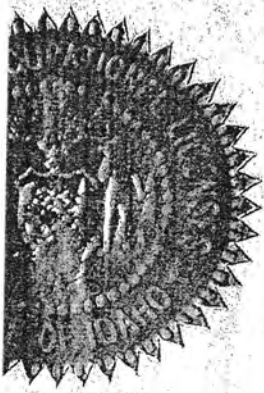
having fulfilled all the requirements of the Laws of Idaho and possessing the prescribed qualifications, is hereby authorized to practice as a

CONTRACTING BUSINESS

within the State of Idaho



STATE OF IDAHO



[Handwritten signature]

Patricia J. Barron

AG Elliott

[Handwritten signature]

[Handwritten signature]

STATE OF IDAHO CONTRACTORS BOARD

Division of Occupational and Professional Licenses
 Department of Self Governing Agencies
 The person named has met the requirements for registration and is entitled under the laws and rules of the State of Idaho to operate as a(n)
REGISTERED ENTITY CONTRACTOR
 CONRAD BROTHERS OF IDAHO INC
 W. CONRAD
 105 LEWIS STREET, STE 101
 KETCHUM ID 83340

Russell S. Barron
 Russell S. Barron
 Division Admin

RCE-376
 Number

09/28/2024
 Expires

 Expires

IN TESTIMONY WHEREOF, I have here unto put my hand and affixed the Official Seal of the Bureau of Occupational Licenses at Boise, Idaho, this 28th day of September, A.D. 2005

Rayla Jackson
 CHIEF, BUREAU OF
 OCCUPATIONAL LICENSES

6. Bid Proposal

Project Identification: Mountain Rides transit Authority- Expansion

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- Article 1 - Bid Recipient
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- Article 9 - Bid Submittal

ARTICLE 1 - BID RECIPIENT

- 1.01 This Bid Is Submitted To the Owner: Mountain Rides Transportation Authority
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitation those dealing with the dispositions of Bid security. The Bid will remain subject to acceptance for {10} days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
 - A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.	Addendum Date
1	03/27/24
 - 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 obtained and carefully studied (or accepts the consequences for not doing so) all 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 the Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

- E. 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 Bidding Documents.
- F. Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- H. Bidder has given Architect written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Architect is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- J. Bidder will submit written evidence of its authority to do business in the State of Idaho not later than the date of its execution of the Agreement.

ARTICLE 4 - FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. This Bid is genuine and not made in the interest of or on the 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;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 - BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the price(s) shown on the attached bid sheet. Bid sheet is attached.

ARTICLE 6 - TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete in accordance on or before the dates or within the number of calendar days indicated in the presented schedule.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work within the Schedule.

ARTICLE 7 - ATTACHEMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of the Bid:

- A. Required Bid security in the form of a Bid Bond (AIA A310) or Certified Check (Check one)

7.02 Naming of Subcontractors

The public works sub-contractors to whom sub-contracts will be awarded if the bidder is awarded a contract are:
(Insert "self" if properly licensed and so intended. Insert "Not required" if such specialty work is not required)

Plumbing Contractor

Name: Evans Plumbing

Address: 111 Gulf Stream Ln Hailey, Idaho 83333

Contractor License Number: PW: 15343-UNLIMITED-4 PLB-C-035960

Heating and Air Conditioning Contractor

Name: Thornton Heating | Henry's Heating

Address: 121 Hospital Dr Ketchum, Idaho 83340 | 1535 Kimberly Rd Twin Falls

Contractor License Number: PW: 003192-AA-1 HVC-C-3015 | 557180-999-4
HVC-C-738

Electrical Contractor

Name: Heglar Electric

Address: 289 Centennial Dr Heyburn, Idaho 83336

Contractor License Number: PW: 023441-UNLIMITED-4 018925

(Note: failure to name the plumbing, HVAC and electrical subcontractors may render the bid "non-responsive" under State Law IC 67-2310)

ARTICLE 8 - BID SUBMITTAL

8.01 This Bid submitted by:

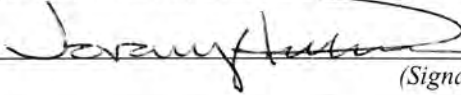
Partnership, Individual, or Corporation Name:

Petersen Brothers Construction

State of Registration: Idaho

Type (General Business, Profession, Service, Limited Liability): _____

By: _____



(Signature)

Name (typed or printed): Jeremy Petersen

Title: President

Bidder's Business address:

1920 Highland Ave E, Twin Falls, ID 83301

Business Phone No. (208) 734-6303

Business E-Mail Address jeremy@pbcbuilds.com

State of Idaho Contractor License No. RCE-9199

8.02 Bid submitted on _____ April 5 , 2024

8.03 BID AMOUNT

The bidder agrees to perform the work as presented in the Construction documents (Drawings, Specifications) per the below noted Cost of the Work with a Fixed Fee and a Guaranteed Maximum Price/ amount and per the outlined schedule.

“GUARANTEED MAXIMUM PRICE (GMP) AMOUNT OF:”

Five million ninety four thousand Dollars (\$ 5,094,000).
dollars and zero cents
Please write both the bid proposal amount in written words as well as in numbers for clarification.

Additionally, the below listed alternate(s) are to be bid as part of this project. At MRTA’s discretion they may elect to incorporate any/all alternates thereby adjusting the above GMP.

Alternate #1- CARPORT REMOVAL (REMOVE FROM SCOPE OF WORK): The removal of the carport in its entirety from the project scope of work. The area below carport shall remain surface parking with grading, drainage, curb, asphalt, striping, etc. shall be provided. Additionally, radiant heat /snowmelt shall be provided in this area as the parking spaces are now readily exposed to winter conditions.

Seventy four thousand five Dollars (\$ 74,500).
hundred dollars and zero cents
Please write both the bid proposal amount in written words as well as in numbers for clarification.

The bidder agrees that this bid proposal shall be valid and may not be withdrawn for (10) calendar days from submittal/bid opening date.

The owner reserves the right to reject any or all bids and to waive any informality in the bidding. The bidder upon receipt of written notice of the acceptance of this bid, shall enter into a formal contract per the schedule noted above.