

BID TABULATION SHEET

Project: City of Nampa Street Division Building Addition
Bid Date: September 5, 2024
Bid Time: 2:00 PM MT
Bid Location: 500 12th Ave S. Nampa Idaho 83651
Facilities Project Number: 24-041

Bidder	Receipt of Addendum acknowledged	Bid Security Included	Bid Appears Properly Signed	HVAC Subcontractor	Electrical Subcontractor	Plumbing Subcontractor	Base Bid
EKC, Inc.	yes	yes	yes	TVR, Inc	Beacon Electric, Inc.	Vista Mechanical, LLC	\$ 1,030,739.00
Stroth General	yes	yes	yes	TVR, Inc	Doherty Electric	Vista Mechanical, LLC	\$ 979,042.00
Faber Construction	yes	yes	yes	TVR, Inc	Doherty Electic	Vista Mechanical, LLC	\$ 1,393,000.00
Excelsior Construction	yes	yes	yes	TVR, Inc	Beacon Electric, Inc.	Vista Mechanical, LLC	\$ 889,800.00
Wright Brothers, TBC	yes	yes	yes	TVR, Inc	Treasure Valley Electric	Vista Mechanical, LLC	\$ 998,174.00

BID FORM

TO: City of Nampa
500 12th Ave South
Nampa, ID 83651

PROJECT: City of Nampa Street Division Addition

PROJECT NO.: 24-041

DATE:

SUBMITTED BY:

Name: Excelsior Construction Co.
Address: 3313 W Cherry Lane # 531, Meridian, ID 83642
Phone: (208) 850-3882
Email: chris@excelsiorconst.com

OFFER

Having examined the Place of the Work and all matters referred to in the Construction Documents for the above-mentioned project, we the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

1. **Base Bid:** All labor, materials, services, permit fees, and equipment necessary for completion of the work for the City of Nampa Street Division Addition project as shown on the drawings and specifications.

Eight hundred eighty-nine thousand, eight hundred Dollars \$ 889,800.00
in lawful money of the United States of America.

Amounts shall be shown in both words and figures; in event of discrepancy, the amount in words shall govern

We have included here with, the required Bid Bond in the amount of 5%

All applicable federal taxes and State of Idaho taxes are included in the Bid Sum.

ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for thirty (30) days from the Bid closing date.

If this Bid is accepted by the Owner within the time period stated above, we will:

Execute the Agreement within ten (10) days of receipt of Notice of Acceptance of this Bid.

Furnish the Payment and Performance Bonds within ten (10) days of receipt of Notice of Acceptance of this Bid.

Commence work within seven (7) days after execution of the Agreement.

If this Bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bonds, the surety deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser or the face value of the security deposit or the difference between this Bid and the Bid upon which the Contract is signed.

In the event our Bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

CONTRACT TIME

If this Bid is accepted, we will:

Complete the Work in the time limits agreed upon.

CHANGES TO THE WORK

Changes in the Work will be net cost plus a percentage fee.

On work deleted from the Contract, our credit to the Owner shall be the Engineer approved net cost plus the overhead and profit percentage noted above.

ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted therein have been considered and all costs thereto are included in the Bid Sum.

Addendum No.	<u>1</u>	Dated	<u>8/30/2024</u>
Addendum No.	<u> </u>	Dated	<u> </u>
Addendum No.	<u> </u>	Dated	<u> </u>

BID FORM SIGNATURE(S)

The Corporate Seal of

Excelsior Construction Co.

(Please print full name of your Proprietorship, Partnership, or Corporation)



Was hereto affixed in the presence of:

[Signature]
Authorized Signing Officer

President
Title

Licenses No. PWC-C-16062-A-3-4 RCE 33374

(If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.)

NAMING OF CONTRACTOR(S)

Naming of contractors Section 67-2310, **Idaho Code**, requires general (prime) contractors to include in their bid the name of the subcontractors who shall, in the event the contractor secures the contract, subcontract the plumbing, heating and air conditioning and electrical work under the general (prime) contract. Failure to name subcontractors as required by this section shall render any bid submitted by a general (prime) contractor unresponsive and void. Subcontractors named in accordance with the provisions of this section must possess an appropriate license or certificate of competency issued by the State of **Idaho** covering the contractor work classification in which the subcontractor is named.

The Owner interprets this law to mean three separate areas of work, 1) plumbing work, 2) heating and air conditioning work, and 3) electrical work. The Owner also interprets this to mean the entity that will perform the work at the site, regardless of contractual relationship whether a subcontractor, a sub-subcontractor, or the prime contractor submitting the bid.

Bidders shall be licensed in the State of Idaho, in accordance with the provisions of an act known as "Public Works Contractor Licensing Law" Idaho Code 54-1901 et seq. The term "Public Works Contractor" includes the contractor, sub-contractor, or specialty contractor regardless of the dollar value involved.

HVAC

SUBCONTRACTOR: TVR, Inc
ADDRESS: 1900 E Lanark Street, Meridian, ID
BY: Carl Wolff
TITLE: Owner
DATE: 9/5/24 PHONE: (208) 830-8490
PUBLIC WORKS LICENSE NO: 13138-AA-4

ELECTRICAL

SUBCONTRACTOR: Beacon Electric, Inc
ADDRESS: 1235 Newport Dr. Meridian, ID
BY: Ron Zimmerman
TITLE: Owner
DATE: 9/5/24 PHONE: (208) 850-7167
PUBLIC WORKS LICENSE NO: 15224-C-4

PLUMBING
SUBCONTRACTOR: Vista Mechanical LLC
ADDRESS: 4802 W Corporal St, Boise, ID
BY: Jason Bashears
TITLE: Estimator
DATE: 9/5/24 PHONE: (208) 890-7595
PUBLIC WORKS LICENSE NO: 026169-C-4

STATUTORY CERTIFICATION

Excelsior Construction Co. (company) hereby certifies that it is not owned or operated by the Government of China, as defined in Idaho Code Section 67-2359, and that during the Term of this Agreement it will not be owned or operated by the Government of China.

Excelsior Construction (company) hereby certifies that it is not currently engaged in, and during the Term of this Agreement will not engage in, a boycott of goods and services from Israel or territories under its control as defined in Idaho Code Section 67-2346.

Excelsior Construction (company) hereby certifies that it is not currently engaged in, and will not for the Term of this Agreement, boycott any individual or company because that individual or company: a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy or agriculture or b) engages in or supports the manufacture, distribution, sale or use of firearms (as firearm is defined in Idaho Code section 18-3302(2)(d)) as the forgoing terms in this sentence are defined in Idaho Code Section 67-2347A.

Excelsior Construction (company) certifies that it is not, and will not for during the Term of the Agreement, become an abortion provider or an affiliate of an abortion provider, as those terms are defined in Idaho Code §§ 18-8701 et seq.

END OF BID FORM

BID BOND

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

BIDDER (Name and Address):

Excelsior Construction Company

3313 West Cherry Lane, # 531, Meridian, ID 83642

SURETY (Name and Address of Principal Place of Business):

Merchants National Bonding, Inc.

P.O. Box 14498, Des Moines, IA 50306-3498

OWNER (Name and Address):

City of Nampa

500 12th Avenue South, Nampa, ID 83651

BID

Bid Due Date: September 5, 2024

Description (Project Name and Include Location): City of Nampa Streets Division Addition

BOND

Bond Number: Bid Bond

Date (Not earlier than Bid due date): September 5, 2024

Penal sum Five Percent of Amount Bid

(Words)

\$ 5%

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Excelsior Construction Company (Seal)

Bidder's Name and Corporate Seal

By:

Signature

Maxwell Defeler

Print Name

Witness

Title

Attest:

Signature

Office Manager

Title

Witness

SURETY

Merchants National Bonding, Inc.

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Traci McClure

Print Name

Attorney-in-Fact

Title

Attest:

Signature

Chris P. Waldram

President

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Brian Tucker; Christian Deane; Jenae M Sexton; Jordan S Smith; Karl F Baughman; Spencer T Monk; Staci Matheson; Tina L Cooper; Todd R Mary; Traci McClure; Zachary A Dehne

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

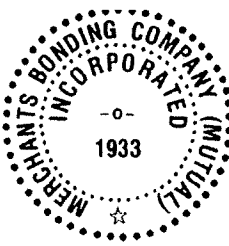
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



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

[Signature]
Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 5th day of September, 2024.



Elisabeth Sandersfeld
Secretary