

# BID PROPOSAL – SCHEDULE OF ITEMS AND PRICES

Section 6						
No.	Specification Section	Description	Unit	Qty	Unit Price	Bid Amount
6.1	ISPWC 201	Asphalt Removal and Disposal (ISPWC 201)	SY	8	28.05	224.40
6.2	SS-3	Saw Cut Asphalt	LF		Incidental to Asphalt Removal and Disposal	
6.2	ISPWC 201	Concrete Removal and Disposal	SY	76	56.10	4263.60
6.3	SS-4	Saw Cut Concrete	LF		Incidental to Concrete Removal and Disposal	
6.4	ISPWC 802, TYPE II; 202	2" (-) Aggregate Subbase	SY	76	35.90	2728.40
6.5	ISPWC 802, TYPE I; 202	¾" (-) Aggregate Base	SY	76	31.42	2387.92
6.6	SS-5	Asphalt Pavement Surface Repair	SY	8	100.98	807.84
6.7	SS-5	Diluted Emulsion Asphalt Tack Coat	LS	1	Incidental to Asphalt Surface Repair	
6.8	SS-5	Concrete Surface Repair	SY	76	145.86	11085.36
6.9	SS-5	Landscape Repair	SY	72	112.20	8078.40
6.10	ISPWC 401	Cut, Cap, and Abandon Existing Service	EA	2	150.00	300.00
6.11	ISPWC 301	Service Trench Excavation: 1", Public (Slurry Backfill)	LF	12	179.52	2154.24
6.12	SS-6	Service Line: 1" Pipe	LF	12	2.81	33.72
6.13	SS-6	Service Connection: 1"	EA	1	841.50	841.50
6.14	SS-6	Meter Vault, Existing Service: 1" (Installation Only)	EA	11	2244.00	24,684.00
6.15	SS-6	Meter Vault, New Service: 1" (Installation Only)	EA	1	2244.00	2244.00
6.16	SS-6	Meter: 1" Exterior	EA	12	To be procured and installed by City of Ketchum	
6.17	SS-6	Curb Stop: 1"	EA	1	168.30	168.30
6.18	MUTCD SS-2	Traffic Control	EA	12	1122.00	13,464.00
6.19	SS-1	Mobilization	EA	12	561.00	6732.00
KETCHUM SPRING WATER LINE CONVERSION- SECTION 6 TOTAL BID AMOUNT						80,197.68

**BID PROPOSAL – SCHEDULE OF ITEMS AND PRICES**

Section 7						
No.	Specification Section	Description	Unit	Qty	Unit Price	Bid Amount
7.1	ISPMC 201	Asphalt Removal and Disposal (ISPMC 201)	SY	89	28.05	2496.45
7.2	SS-3	Saw Cut Asphalt	LF		Incidental to Asphalt Removal and Disposal	
7.3	ISPMC 201	Concrete Removal and Disposal	SY	110	56.00	6171.00
7.4	SS-4	Saw Cut Concrete	LF		Incidental to Concrete Removal and Disposal	
7.5	ISPMC 802, TYPE II; 202	2" (-) Aggregate Subbase	SY	199	35.90	7144.10
7.6	ISPMC 802, TYPE I; 202	¾" (-) Aggregate Base	SY	199	31.42	6252.58
7.7	SS-5	Asphalt Pavement Surface Repair	SY	89	100.98	8987.22
7.8	SS-5	Diluted Emulsion Asphalt Tack Coat	LS	1	Incidental to Asphalt Surface Repair	
7.9	SS-5	Concrete Surface Repair	SY	110	145.86	16044.60
7.10	SS-5	Landscape Repair	SY	114	112.20	12790.80
7.11	ISPMC 301	Service Trench Excavation: 1", Public (Slurry Backfill)	LF	74	179.52	13284.48
7.12	ISPMC 301	Service Trench Excavation: 1", Private (Standard Backfill)	LF	33	84.15	2776.95
7.13	ISPMC 308	Service Boring: 1"	LF	190	65.00	12,350.00
7.14	ISPMC 301	Service Trench Excavation: 2", Public (Slurry Backfill)	LF	26	179.52	4667.52
7.15	SS-6	Service Line: 1" Pipe	LF	287	2.81	834.57
7.16	SS-6	Service Line: 2" Pipe	LF	26	7.29	189.54
7.17	SS-6	Service Connection: 1"	EA	4	841.50	3366.00
7.18	SS-6	Service Connection: 2"	EA	2	953.70	1907.40
7.19	SS-6	Meter Vault, Existing Service: 1" (Installation Only)	EA	7	2244.00	15708.00
7.20	SS-6	Meter Vault, New Service: 1" (Installation Only)	EA	5	2244.00	11220.00
7.21	SS-6	Meter: 1" Exterior	EA	12	To be procured and installed by City of Ketchum	
7.22	SS-6	Meter: 1" Interior Fire Line Conversion (Installation Only)	EA	2	1020.00	2040.00
7.23	SS-6	Meter: 1-1/2" Interior Fire Line Conversion (Installation Only)	EA	1	1500.00	1500.00
7.24	SS-6	Curb Stop: 1"	EA	5	168.30	841.50
7.25	SS-6	Curb Stop: 2"	EA	2	561.00	1122.00

**BID PROPOSAL - SCHEDULE OF ITEMS AND PRICES**

7.26	SS-6	Ball Valve	EA	4	95.37	381.48
7.27	MUTCD SS-2	Traffic Control	EA	15	1122.00	16830.00
7.28	SS-1	Mobilization	EA	15	561.00	8415.00
<b>KETCHUM SPRING WATER LINE CONVERSION- SECTION 7 TOTAL BID AMOUNT</b>						<b>157,321.20</b>

**BID PROPOSAL – SCHEDULE OF ITEMS AND PRICES**

Section 8						
No.	Specification Section	Description	Unit	Qty	Unit Price	Bid Amount
8.1	ISPMC 201	Asphalt Removal and Disposal (ISPMC 201)	SY	89	28.05	2496.45
8.2	SS-3	Saw Cut Asphalt	LF		Incidental to Asphalt Removal and Disposal	
8.3	ISPMC 802, TYPE II; 202	2" (-) Aggregate Subbase	SY	89	35.90	3195.10
8.4	ISPMC 802, TYPE I; 202	¾" (-) Aggregate Base	SY	89	31.42	2796.38
8.5	SS-5	Asphalt Pavement Surface Repair	SY	89	100.98	8987.22
8.6	SS-5	Diluted Emulsion Asphalt Tack Coat	LS	1	Incidental to Asphalt Surface Repair	
8.7	SS-6	Landscape Repair	SY	218	112.20	24235.20
8.8	ISPMC 301	Service Trench Excavation: 1-1/2", Public (Slurry Backfill)	LF	135	179.52	24235.20
8.9	SS-6	Service Line: 1-1/2" Pipe	LF	135	6.25	843.75
8.10	SS-6	Service Connection: 1-1/2"	EA	2	875.00	1750.00
8.11	SS-6	Meter Vault, Existing Service: 1" (Installation Only)	EA	1	2244.00	2244.00
8.12	SS-6	Meter Vault, Existing Service: 1-1/2"	EA	8	3702.60	29620.80
8.13	SS-6	Meter Vault, New Service: 1-1/2"	EA	2	3702.60	7405.20
8.14	SS-6	Meter Vault, Existing Service: 2"	EA	3	3702.60	11107.80
8.15	SS-6	Meter Vault, Existing Service: 6"	EA	1	5273.40	5273.40
8.16	SS-6	Meter: 1" Exterior	EA	1	To be procured and installed by City of Ketchum	
8.17	SS-6	Meter: 1-1/2" Exterior (Installation Only)	EA	10	515.10	5151.00
8.18	SS-6	Meter: 2" Exterior (Installation Only)	EA	1	515.10	515.10
8.19	SS-6	Meter: 6" Exterior (Installation Only)	EA	1	1122.00	1122.00
8.20	SS-6	Meter: 1" Interior Fire Line Conversion (Installation Only)	EA	1	1020.00	1020.00
8.21	SS-6	Meter: 1-1/2" Interior Fire Line Conversion (Installation Only)	EA	5	1122.00	5610.00
8.22	SS-6	Curb Stop: 1-1/2"	EA	2	392.70	785.40
8.23	SS-6	Ball Valve	EA	23	95.37	2193.51
8.24	SS-8	Gate Valve	EA	2	2750.00	5500.00
8.25	MUTCD SS-2	Traffic Control	EA	13	1122.00	14586.00

**BID PROPOSAL – SCHEDULE OF ITEMS AND PRICES**

8.26	SS-1	Mobilization	EA	13	785.40	10210.20
KETCHUM SPRING WATER LINE CONVERSION- SECTION 8 TOTAL BID AMOUNT						170883.66

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**BID PROPOSAL – SCHEDULE OF ITEMS AND PRICES**

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Schedule of Items and Prices- Sections 6, 7, and 8 Summary Table	
Section 6 Total Bid Amount	80,197.68
Section 7 Total Bid Amount	157,321.20
Section 8 Total Bid Amount	170,883.66
<b>KETCHUM SPRING WATER LINE CONVERSION- PHASE 4 TOTAL BID AMOUNT</b>	<b>408,402.54</b>

**BID BOND**

BY THESE PRESENTS, that we, the undersigned, Canyon Excavation, LLC

\_\_\_\_\_ as Principal, and

Lexon Insurance Company

\_\_\_\_\_ as Surety, are hereby held and firmly bound unto CITY OF KETCHUM as OWNER in the penal sum of Five Percent (5%) of Amount Bid for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this 2nd day of March, 2021.

The Condition of the above obligation is such that whereas the Principal has submitted to the CITY OF KETCHUM certain BID attached hereto and hereby made a part hereof to enter into a contract in writing for the Work associated with KETCHUM SPRING WATER LINE CONVERSION- PHASE 4 project.

NOW, THEREFORE,

(a) If said BID shall be rejected, or  
(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

SEAL (If BID is by a corporation)

Canyon Excavation, LLC

By: \_\_\_\_\_

(Signature)

Attest: \_\_\_\_\_

Mardy Gage

Title: \_\_\_\_\_

Lexon Insurance Company

By: \_\_\_\_\_

(Signature) Jennifer Grenrood, Attorney-in-Fact

Witness: \_\_\_\_\_

Ellie Peck

(Signature) Ellie Peck, Witness

IMPORTANT - Surety Companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.



# POWER OF ATTORNEY

9319

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: Jennifer Grenrood, Arianna Slotemaker, Elie Peck as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of ONE HUNDRED MILLION Dollars (\$100,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-In-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15<sup>th</sup> day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15<sup>th</sup> day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15<sup>th</sup> day of June, 2019.

Endurance Assurance Corporation

By: *Richard Appel*  
Richard Appel: SVP & Senior Counsel



Endurance American Insurance Company

By: *Richard Appel*  
Richard Appel: SVP & Senior Counsel



Lexon Insurance Company

By: *Richard Appel*  
Richard Appel: SVP & Senior Counsel



Bond Safeguard Insurance Company

By: *Richard Appel*  
Richard Appel: SVP & Senior Counsel



## ACKNOWLEDGEMENT

On this 15<sup>th</sup> day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*

Amy Taylor, Notary Public - My Commission Expires 5/9/23



## CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 2nd day of March, 2021.

By: *Daniel S. Lurie*

Daniel S. Lurie, Secretary

## NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located in the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-list>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: [LexonClaimAdministration@sompo-intl.com](mailto:LexonClaimAdministration@sompo-intl.com)  
Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

**3 ADDENDA**

3.01 BIDDER acknowledges receipt of the following ADDENDUM No's.:

1 2

(BIDDER shall insert number of Addendum received) and agrees that Addenda issued are hereby made part of the Contract Documents, and BIDDER further agrees that this BID includes impacts resulting from said Addenda.

**4 BID SCHEDULES**

4.01 In the event of a discrepancy, the amount in words shall prevail.

4.02 The BIDDER hereby acknowledges that the bid prices are based solely on the BIDDER's own estimate of costs, and includes all applicable taxes, overhead, and profit.

Respectfully submitted by:

Canyon Excavation

(Business Name)

LLC

(Type of Bidder: Individual, Partnership, Corporation, Joint Venture)

(State of Incorporation)

By:

Jake Gage

(Name and Signature of Person Authorized to Sign)  
For a Joint Venture, each Joint Venture must sign

Owner

(Title)

PUBLIC WORKS LICENSE NO.: 022954-CC-4

(Corporate Seal)

Name, telephone number, and address for receipt of official communications and for additional information on this BID:

Name: Jake Gage

Title: Owner

Tel. No.: 208-731-1454

Address: Box 961 Shoshone ID 83352

DATE SUBMITTED: 3-3-21

## LISTING OF SUBCONTRACTORS

1. The BIDDER shall submit with the BID FORM a list of names of subcontracting firms or businesses that will be awarded subcontractors for portions of the Work as specified in Section 13 of the "Instructions to Bidders."
2. The Subcontractors list shall be completed and shall include the following information:
  - 2.01 Subcontractors, listing each subcontractor whose subcontract amount is more than ten percent (10%) of the Contract Price with whom the BIDDER, if awarded the Contract, will subcontract for performance.
  - 2.02 The categories of work those subcontractors will perform on the Contract.
  - 2.03 The subcontractors that will be performing Instrumentation, Mechanical, HVAC, Plumbing, and Electrical work.
3. A BID PROPOSAL will be considered non-responsive and will be rejected if the BIDDER does not correctly complete the Listing of Subcontractors contained herein, and include this list with the BID FORM.
4. List of Subcontractors to be used:

SUBCONTRACTOR	WORK	SUBCONTRACT AMOUNT	% OF CONTRACT PRICE

### 5. Material Suppliers List

SUPPLIER	MATERIAL		
Ferguson	Pipe and fittings		
Old Castle Precast	Meter vaults		

*NOTE TO BIDDER: Use BLACK or BLUE in for completing this BID FORM*

To: City of Ketchum  
480 East Avenue North  
P.O. Box 2315  
Address: Ketchum, Idaho 83340  
Ketchum Spring Water Line Conversion- Phase 4  
Project Identification: Sections 6, 7, and 8

**1 BIDDER'S DECLARATION AND UNDERSTANDING**

- 1.01 Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitations those dealing with the dispositions of Bid Security. The bid will remain subject to acceptance for 30 days after the Bid Opening, or for such longer period of time that the Bidder may agree to in writing upon request of the Owner.
- 1.02 In compliance with the Instruction to Bidders, the BIDDER hereby proposes to perform all WORK for the construction of KETCHUM SPRING WATER LINE CONVERSION- PHASE 4 project in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below. The BID prices shall include all labor, materials, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. Prices shall also include all applicable taxes, overhead, profit, and fees.
- 1.03 By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.
- 1.04 The BIDDER acknowledges that no special interpretation or inference of intent is to be given to any different formats of different Specifications sections.
- 1.05 In submitting this Bid, the BIDDER acknowledges and accepts the CONTRACTOR's representations as more fully set forth in the AGREEMENT.
- 1.06 The BIDDER understands that quantities listed are approximate and the OWNER reserves the right to increase or decrease individual items as may be, in his sole judgment, to his best interest depending upon conditions encountered or observed during the execution of the WORK.
- 1.07 In addition to this BID FORM, the BIDDER agrees that the following shall form part of this BID:  
1.07.1 BID SECURITY  
1.07.2 BID PROPOSAL – SCHEDULE OF ITEMS AND PRICES  
1.07.3 LISTING OF SUBCONTRACTORS
- 1.08 BIDDER accepts the terms and conditions of the Bidding Documents.

**2 CONTRACT EXECUTION AND BONDS**

- 2.01 The Bidder understands and agrees that if a contract is awarded, OWNER may elect to modify the scope of Work as best serves the interests of OWNER.
- 2.02 The undersigned BIDDER agrees, if this Bid is accepted, to enter into an Agreement with OWNER on the form included in the Bidding Documents, to perform and furnish Work as specified or indicated in the Bidding documents for the Contract Price derived from the Bid and within the Contract Times indicated in the Agreement and in accordance with the other terms and conditions of the Bidding Documents.