



City of Ketchum

PROCUREMENT MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

I move to approve Purchase Order 23122 in a not to exceed amount of \$250,000 for the Northwood Pump Station Standby Power bid package w/ Lloyd Construction, Inc.

Summary of Procurement Process:

Bidder	Bid Price
Lloyd Construction Inc.	\$250,000.00
(No other bidders submitted a bid)	

Low Bid Contractor	Bid Price	Budget Account/Number
Lloyd Construction Inc.	\$250,000.00	64-4340-7806

Background (if necessary):

- Bid number reflects current inflation, supply, and demand.
- This Project is a requirement of Idaho DEQ.
- City has a good standing relationship with the contractor and sub-contractors.

Sustainability Impact:

This Project has been budgeted for in both the 2023 and 2024 budget cycles.

Attachments:

1. Staff Report
2. Purchase order 23122
3. Engineers' recommendation Letter
4. Lloyd Construction, Inc. Bid Package



CITY OF KETCHUM
PO BOX 2315 * 191 5TH ST. * KETCHUM, ID 83340
Administration 208-726-3841 (fax) 208-726-8234

PURCHASE ORDER
 BUDGETED ITEM? ___ Yes ___ No

PURCHASE ORDER - NUMBER: 23122

To: 2876 LLOYD CONSTRUCTION INC. BOX 265 KETCHUM ID 83340	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
--	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
07/07/2023	BANCONA	BANCONA		0	

Quantity	Description	Unit Price	Total
1.00	NORTHWOOD BACKUP GENERATOR PROJECT-BID PACKAGE 64-4340-7806	250,000.00	250,000.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		250,000.00

_____ Authorized Signature



DC ENGINEERING

Careful listening. Dynamic solutions.

440 E. Corporate Dr., Suite 103,
Meridian, ID 83642
www.dceengineering.net

July 7, 2023

Trent Donat
City Clerk & Business Manager
City of Ketchum
191 5th St. W
Ketchum, Idaho 83340

Dear Mr. Donat,

Re: Northwood Well Pumphouse Standby Power Modifications

DC Engineering reviewed the Lloyd Construction bid sent to us on July 5, 2023. Although only one bid was submitted, the bid was responsive, addresses the specified Contract Document requirements, and appears to be reasonably priced at \$250,000 given the current construction market conditions.

DC Engineering recommends awarding the contract to Lloyd Construction based upon bid price and bid responsiveness as the primary selection criteria.

Please let us know if you have any questions or concerns.

Respectfully,
DC Engineering, Inc.

John Barrutia, P.E.

Cc: Giovanni Tognoni, City of Ketchum



June 29th, 2023

**Northwood Pump Station Standby Power
21KET01**

Below is a list of contractors and suppliers for the Northwood Pump Station Standby Power Project

Contractors:

- **Roberts Electric**
- **Lunceford Excavation**
- **Merrick Construction**

Suppliers:

- **Western States Equipment (Caterpillar)**
- **Platt Electric**
- **CCS (Concrete)**
- **Idaho Materials & Construction (Concrete)**

Please feel free to reach out with any questions or clarifications on the above.

**Sincerely,
Chris Helgeson**



June 29th, 2023
Northwood Pump Station Standby Power
21KET01

Below is a list of past commercial / public works projects completed recently

- Mountain School, 2007 - \$407,000
- Café Glow Restaurant, 2009 - \$122,500
- BCRD – Galena Lodge, 2009 - \$245,700
- USFS Ketchum Ranger Station, 2010 - \$67,900
- USFS Stanley Ranger Station, 2014 - \$50,000
- USFS Ketchum Ranger Station, Bathrooms, 2015 - \$110,000
- Zenergy Spa, 2012 - \$800,000
- BCSD – Bellevue Elementary, 2012 - \$240,000
- BCSD – Silver Creek HS, 2013 - \$45,000
- Sun Valley Pump Station, 2013 - \$250,000
- Falls Medical Tenant Improvement, 2019 - \$200,000
- Hailey Cemetery District, 2014 - \$140,000
- Mountain Rides – East Fork Bus Station, 2013 - \$100,000
- Sturtevant's, 2013 - \$175,000

Please feel free to reach out with any questions or clarifications on the above.

Sincerely,
Chris Helgeson

BID FORM

FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: Ketchum City Hall located at 191 5th St. W., Ketchum, Idaho 83340.
- 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 this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security; ✓
 - B. List of Proposed Subcontractors; ✓
 - C. List of Proposed Suppliers; ✓
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids; ✓
 - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids; and ✓
 - F. Required Bidder Qualification Statement with supporting data.

ARTICLE 3—BASIS OF BID—LUMP SUM BID

- 3.01 *Lump Sum Bids*
- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price. Amount shown shall be in both words and figures. In case of discrepancy, the amount shown in words shall govern:

1. Lump Sum Price (Single Lump Sum):

TWO HUNDRED FIFTY THOUSAND $\frac{00}{100}$ Dollars

Lump Sum Bid Price	\$ 250,000
--------------------	------------

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of days indicated in the Agreement.

- 4.02 Bidder agrees that the Work will be substantially complete within 330 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 365 calendar days after the date when the Contract Times commence to run.
- 4.03 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 5.01 *Bid Acceptance Period*
- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 *Instructions to Bidders*
- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.03 *Receipt of Addenda*
- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
ADD #1	JUNE 16, 2023

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

- 6.01 *Bidder’s Representations*
- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in

the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

- A. The Bidder certifies the following:
 1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
 2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
 3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
 4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. 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.

- c. 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.
- d. 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.

BIDDER hereby submits this Bid as set forth above:

Bidder:

LLOYD CONSTRUCTION INC.

(typed or printed name of organization)

By:

I-S-S

(individual's signature)

Name:

IAN SUNDBY

(typed or printed)

Title:

PARTNER

(typed or printed)

Date:

6-29-23

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

Toni M. Damalas

(individual's signature)

Name:

Toni M. Damalas

(typed or printed)

Title:

General Manager

(typed or printed)

Date:

06/29/23

(typed or printed)

Bidder's Address for giving notices:

120 LEADVILLE AVE N
KETCHUM, ID 83340

Bidder's Contact Person:

Name:

CHRIS HELGESON

(typed or printed)

Title:

PROJECT MANAGER

(typed or printed)

Phone:

(208) 720-3208

Email:

CHRIS@LLOYDCONSTRUCTIONINC.COM

Address:



120 LEADVILLE AVE N
KETCHUM, ID 83340

Bidder's Contractor License No.: (if applicable)

RCE-294

PW: 008554, CLASS A

BID BOND (PENAL SUM FORM)

Bidder Name: <u>LLOYD CONSTRUCTION INC.</u> Address (principal place of business): <u>120 N LEADVILLE AVE</u> <u>KETCHUM, ID 83340</u>	Surety Name: <u>SEE ENCLOSED BID BOND</u> Address (principal place of business):
Owner Name: <u>City of Ketchum, Idaho</u> Address (principal place of business): <u>191 5th St. W.</u> <u>Ketchum, Idaho 83340</u>	Bid Project: <u>Northwood Well Pumphouse Standby Power Modifications</u> Bid Due Date: <u>June 29, 2023</u>
Bond Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder <u>LLOYD CONSTRUCTION INC.</u> <small>(Full formal name of Bidder)</small>	Surety <u>SEE ENCLOSED BID BOND</u> <small>(Full formal name of Surety) (corporate seal)</small>
By: <u></u> <small>(Signature)</small>	By: _____ <small>(Signature) (Attach Power of Attorney)</small>
Name: <u>IAN SUNDBY</u> <small>(Printed or typed)</small>	Name: _____ <small>(Printed or typed)</small>
Title: <u>PARTNER</u>	Title: _____
Attest: <u></u> <small>(Signature)</small>	Attest: _____ <small>(Signature)</small>
Name: <u>Toni Damalas</u> <small>(Printed or typed)</small>	Name: _____ <small>(Printed or typed)</small>
Title: <u>General Manager</u>	Title: _____
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) 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 will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs 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 will 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 does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will 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 the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must 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 Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will 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 will 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 governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint: AMY GWEN WILSON; GARY A WINTERS; MICHAEL D HILLMAN;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,500,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

[Handwritten Signature]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

[Handwritten Signature]

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 29th day of JUNE 2023.

[Handwritten Signature]

Assistant Secretary



0005215785



STATE OF IDAHO
Office of the secretary of state, Phil McGrane
ANNUAL REPORT
 Idaho Secretary of State
 PO Box 83720
 Boise, ID 83720-0080
 (208) 334-2301
 Filing Fee: \$0.00

For Office Use Only
-FILED-
 File #: 0005215785
 Date Filed: 5/1/2023 2:48:30 PM

Entity Name and Mailing Address:

Entity Name: LLOYD CONSTRUCTION, INC.
 The file number of this entity on the records of the Idaho Secretary of State is: 0000278160
 Address: PO BOX 265
 KETCHUM, ID 83340-0298

Entity Details:

Entity Status: Active-Good Standing
 This entity is organized under the laws of: IDAHO
 If applicable, the old file number of this entity on the records of the Idaho Secretary of State was: C89501

The registered agent on record is:

Registered Agent: JAMES R LASKI
 Registered Agent
 Physical Address: 675 SUN VALLEY RD SUITE A
 KETCHUM, ID 83340
 Mailing Address:

Corporate Officers and Directors:

Name	Title	Business Address
DAVID J LLOYD	President	P. O. BOX 265 KETCHUM, ID 83340
IAN SUNDBY	Vice President	P. O. BOX 265 KETCHUM, ID 83340
TONI M DAMALAS	Secretary	PO BOX 265 KETCHUM, ID 83340

The annual report must be signed by an authorized signer of the entity.
 Job Title: General Manager

Toni Damalas _____ 05/01/2023
 Sign Here _____ Date

Permits

- Search Permit
- Pay Fees

Licenses

- Search Trade Licenses
- Search Public Works
- Pay Fees

Inspections

- Schedule
- Cancel

Elevators

- Search Elevators

Violations

- Search

Shopping Cart

- Pay All Fees
- Paid Items

Contact

- Contact us

Public Works Search

[Search Again](#) [Download Results](#) [Printable View](#)

Company Name	License Number	Work Category(s)	License Type	License Class	Status	Applicant Name
Lloyd Construction, Inc.	008554	00003	3	A	ACTIVE	Lloyd Construction, Inc

Page: 1 of 1

Details - License Number: 008554

Lic Info

Registration #: 008554
Issue: 5/31/2023
Expire: 5/31/2024
Type: PUBLIC WORKS
Sub-Type: A
Status: ACTIVE
Company: Lloyd Construction, Inc.
Phone: (208) 726-4263
Cell: (208) 720-8703
Pager:
Fax: (208) 726-7518
Owner Name:

Linked Activities:

Permit(s)		
BLD1703-00024	BUILDING	ACTIVE
BLD1312-00020	BUILDING	ACTIVE

The Division of Occupational and Professional Licenses, makes every effort to produce and publish the most current and accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation. Utilization of this website indicates understanding and acceptance of this statement. <https://www.idaho.gov/about-us/privacy-policy/>