

CITY OF STAR

ENGINEER DEPAPTMENT MEMO

TO: Mayor & Council

FROM: Tim Clark, P.E., Assistant City Engineer

MEETING DATE: June 18, 2024

RE: River House Parking Lot

ACTION

The bid opening for the River House Parking Lot was held June 12, 2024, 3:00 pm in the Public Meeting Room. Two bids were received for the proposed project, all appearing to meet the bidding requirements. This project was bid as a lump sum project with two additive items (utility stubs for a future bathroom and a trash enclosure). The base bid was the only item considered in determining the selection of a qualified contractor.

The two bids received were from:

- Titan Excavation and Construction, Inc.
- Capital Paving Company, Inc.

The apparent low bidder is Titan Excavation and Construction, Inc. with a base bid of \$362,199.16. Staff is recommending issuance of a Notice of Award to Titan Excavation and Construction, Inc.

Titan Excavation and Construction, Inc. bid Additive Bids 1 and 2 at \$10,582.81 and \$20,759.50, respectively. Staff recommends that both Additive Bids 1 and 2 also be awarded to Titan Excavation and Construction, Inc. for a <u>total project cost of \$393,541.47</u>. It should be noted, that the budget this year included \$400,000.00 for the River House Parking Lot.

The Bid Tabulation and both bids are attached.

River House Parking Lot										
Bidder	Addendum #1	Bid Bond	License Number	Signed	Proposed Subcontractors		Base Bid	Additive Bid #1	Additive Bid #2	Total Bid
Capital Paving Company, Inc	x	х	х	Х	х	\$	528,946.25	\$ 16,385.00	\$ 8,750.00	\$ 554,081.25
Titan Excavation & Construction, Inc	х	х	Х	Х	Х	\$	362,199.16	\$ 10,582.81	\$ 20,759.50	\$ 393,541.47

River House Parking Lot

Titan Excavation and Construction, Inc Bid

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Star

10769 West State Street

Star Idaho, 83669

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 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. 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.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
 - A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum, Date
Addendum No. 01	06/06/2024
	(i <u>—</u> - i — — — — — — — — — — — — — — — — — —

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. 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 any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information,

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

RIVER HOUSE PARKING LOT BID PACKAGE

Total of Base Bid Package	Three hundred sixty-two thousand one hundred and ninety-nine dollars and sixteen cents \$ 362,199.16
	(Amount in Figures)
Additive Bid #1	Ten thousand five hundred and eighty-two dollars and eighty-one cents \$10,582.81
	(Amount in Figures)
Additive Bid #2	Twenty thousand seven hundred and fifty-nine dollars and fifty cents \$20,759.50
	(Amount in Figures)
-	(Amount in Words)
(Amount shall be shown in both words a	nd figures. In case of discrepancy, the amount shown in words shall govern.)

ARTICLE 6 – TIME OF COMPLETION

- 6.01 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 calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security.
 - B. List of Proposed Subcontractors.
 - C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids.
 - D. Idaho Public Works Contractor's License No. or Evidence of Bidder's ability to obtain an Idaho Public Works Contractor's License and a covenant by Bidder to obtain said license prior to award and execution of contract.

ARTICLE 8 – DEFINED TERMS

8.01 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 9 – BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

litan Exca	avation & Construction, Inc.
By: [Signature]	
[Printed name]	Amir Seyedbagheri
(If Bidder is a corpor evidence of authorit	ration, a limited liability company, a partnership, or a joint venture, attach by to sign.)
Attest:	
[Signature]	Strittanif redadlar
[Printed name]	Brittany Teodoresau
Title:	Business Managex
Submittal Date:	06/12/2024
Address for giving n	otices:
5101 W. Cove S	it.
Boise, ID 83714	
Telephone Number:	208-362-1991
Fax Number:	208-562-0556
Contact Name and e	e-mail address: Amir Seyedbagheri
	amir@tecidaho.com
Bidder's License No.	: Public Works License #: 026207-A-4
	(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

BID BOND (Penal Sum Form)

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

,	itan Excavation & Construct PO Box 2770 McCall, ID 83638	ction Inc			
SURETY (Name, and Address of	Principal Place of Business)	1400	ite Re, Inc 1 Quailbrook Drive oma City, OK 73134		
	iity of Star 0769 W State Street tar, ID 83669				
BID Bid Due Date: June 12th, 20 Description (Project Name-		House Pa	arking Lot		
BOND Bond Number: N/A Date: June 12th, 2024 Penal sum	Five Percent of Bid A	Amount		\$	(5%)
Surety and Bidder, intending to Bid Bond to be duly executed by BIDDER Titan Excavation & Co	an authorized officer, age				Figures) each cause this (Seal)
Bidder's Name and Corporate Se	2	urety's N Sy:	lame and Corporate	Seal	
Signature AMIN Suy	dbagheri		Signature (Attach Po Kenneth D. Whittigt		orney)
Print Name Prasident			Print Name Attorney - In - Fact		
Attest: Juty long	repul	ittest:	Title MU	W	
Stepature () Title BISINES M	lanager	,	Signature Kyle McD Title Assistant Secr		
Note: Addresses are to be used f Provide execution by any addition			, if necessary.		
Modifi	ed from EJCDC® C-430. Bid Bond	/Panal Sur	n Form) Published 2013		

GRANITE RE, INC. GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

KENNETH D. WHITTINGTON; KYLE MCDONALD its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

KENNETH D. WHITTINGTON; KYLE MCDONALD may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA

SS:

) S COUNTY OF OKLAHOMA) Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires: April 21, 2027 Commission #: 11003620



Notary Public

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this June 12, 2024.



Cyle P. McDonald, Assistant Secretary







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 #: 0005732563

Date Filed: 5/9/2024 10:21:07 AM

Entity Name and Mailing Address:

Entity Name:

TITAN EXCAVATION AND CONSTRUCTION INC

The file number of this entity on the records of the Idaho

0000385790

Secretary of State is:

PO BOX 2770

MCCALL, ID 83638-2770

Entity Details:

Address

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 W125961

the Idaho Secretary of State was:

The registered agent on record is:

Registered Agent

AMIR SEYEDBAGHERI

Registered Agent

Physical Address

428 MCGINNIS MCCALL, ID 83638

Mailing Address

PO BOX 2770

MCCALL, ID 83638-2770

Corporate Officers and Directors:

Name	Title	Business Address
Amir Seyedbaghari		428 S MCGINNIS MCCALL, ID 83638

The annual report must be signed by an authorized signer of the entity.

Job Title: Business Manager

BRITTANY TEODORESCU

05/09/2024

Sign Here



Brad Little Governor

State of Idaho

Division of Occupational and Professional Licenses

PUBLIC WORKS CONTRACTORS LICENSING CONTRACTOR

026207 - A - 4

License Number

05/25/2016
Original License Issued

Categories: 02220, 02260, 02318, 02230, 18700, 02500, 03900

This is to certify that

TITAN EXCAVATION & CONSTRUCTION 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.

4/

icensee Signature

This license expires: 03/31/2025

Russell Barron, Administrator

SECTION 00 43 36 – PROPOSED SUBCONTRACTORS

Bidder shall include in his or her Bid the name, address, and Idaho Public Works Contractor License Number of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract for the project in the areas listed below under the general Contract. Failure to name Subcontractors as required shall render any Bid submitted by the Bidder unresponsive and void.

(Insert "self" if properly licensed and so intended. Insert "Not required" if such specialty work is not required)

Subcontractor	Name/Address/Public Works License Number	% of Work <u>Performed</u>
Electrical Contractor:	Royalty Electric	5.00%
Address:	8611 W. Cory Ln. Boise, ID 83704	
License Number:	Public Works License #: 001310-A-3-4	
Plumbing Contractor:		
Address:		
License Number:		
HVAC Contractor:		
Address:	3	
License Number:		
Concrete Contractor	EM- Construction	11.00%
Address:	211 E. 43rd St. Garden City, ID 83704	
License Number:	Public Works License #: C-14461-AAA-4	
Asphalt Constractor	Asphalt Driveways & Patching	17.5%
Address:	PO Box 702 Nampa, ID 83653	
License Number:	Public Works License #: 064472-D-4	
3 		
Address:		
License Number:	-	
A 11		-
Address:		
License Number:		
	Total % of Work Performed by Subcontractors	33.5%

River House Parking Lot
Capital Paving Company, Inc.

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

City of Star

10769 West State Street

Star Idaho, 83669

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 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. 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.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
 - A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum, Date		
41	JUNE 6, 2024		
	<u> </u>		
			

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. 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 any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information,

- observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. 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.
- H. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Owner is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. 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.
- 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 anything of value likely to influence the action of a public official in the bidding process.
 - "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.
 - "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 e execution of the Contract.

City of Star River House Parking Lot

ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

RIVER HOUSE PARKING LOT BID PACKAGE

Total of Base Bid Package	FIVE HUNDRED THENTY EIGHT THOUGHD, NIWE HUNDRED FORTY SIX DOLLARS AND TWENTY \$ \$28,946.25 FIVE CENTS			
	(Amount in Figures)			
Additive Bid #1	SILTEGEN THOUSAND, THREE HUNDLED EIGHTY FIVE POLLANS AND ZERO CENTS \$ 16,385.00			
	(Amount in Figures)			
Additive Bid #2	EIGHT THOUSAND SEVEN HOWER PIFTY DOLLARS AND ZERO CENTS \$ 8,750.00			
	(Amount in Figures)			
FIVE HAPPING FIFTY FOUR (Amount shall be shown in both words and	figures. In case of discrepancy, the amount shown in words shall govern.)			

ARTICLE 6 – TIME OF COMPLETION

- 6.01 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 calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security.
 - B. List of Proposed Subcontractors.
 - C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids.
 - D. Idaho Public Works Contractor's License No. or Evidence of Bidder's ability to obtain an Idaho Public Works Contractor's License and a covenant by Bidder to obtain said license prior to award and execution of contract.

ARTICLE 8 – DEFINED TERMS

8.01 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 9 - BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

CAPMAL	PAVING COMPANY, INC
Ву:	
[Signature]	marlingham
[Printed name]	Theresa M-Collingham
(If Bidder is a corporevidence of authorit	ration, a limited liability company, a partnership, or a joint venture, attach
Attest:	
[Signature]	Johnston
[Printed name]	JOHN MITHER
Title:	Aunioenes AGBN
Submittal Date:	June 12, 2024
Address for giving n	otices:
Po Bo	x 190810
Boise	, 10 83719
<u> </u>	*
Telephone Number:	208-362-9845
Fax Number:	N/A
Contact Name and ϵ	e-mail address: John Minten
	JOHNE CAPINAL PAULUG BOLE. COM
Bidder's License No.	RCE-4060, PWC-C-12069-UNIAMITED-4
	(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

BID BOND (Penal Sum Form)

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

SURETY Capital Paving Company (Seal) Bidder's Name and Corporate Seal By: Signature Signature Signature Attorney- In- Fact Title Title Signature Kyle McDonald Title Contract Admin Signature and Sorretary Total Addresses are to be used for giving any required notice. Involde execution by any additional parties, such as joint venturers, if necessary.					
2319 S. Empire Way Boise, ID, 83709 SURETY (Name, and Address of Principal Place of Business): Granite Re, Inc. 14001 Quailbrook Drive Oklahoma City, OK 73134 OWNER (Name and Address): City of Star Idaho 10769 W. State Street Star, ID 83669 BID Bid Due Date: June 12th 2024 Description (Project Name— Include Location): River House Parking Lot BOND Bond Number: N/A Date: June 12th, 2024 Penal sum Five Percent of Bid Amount (Words) 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. 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. SURETY Granite Re, Inc. Surety's Name and Corporate Seal By: Signature By: Signature Attest: Signature (Attach Power of Attorney) Kenneth D. Whittington Print Name Attorney- In- Fact Title Title Title Title Signature Kyle McDonald Title Assistant Secretary Itle Assistant Secretary Title Assistant Secretary Title Assistant Secretary	BIDE	DER (Name and Address):			
Boise, ID, 83709 Granite Re, Inc. 14001 Quailbrook Drive Oklahoma City, OK 73134 OWNER (Mame and Address): City of Star Idaho 10769 W. State Street Star, ID 83669 BID Bid Due Date: June 12th 2024 Description (Project Name—Include Lacation): River House Parking Lot BOND Bond Number: N/A Date: June 12th, 2024 Pensal sum Five Percent of Bid Amount Five Percent of Bid Amount S (5 %) 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 Capital Paving Company (Seal) Bidder's Name and Corporate Seal By: Signature Signature Attach Print Name Attorney- In- Fact Title Title Title Title Title Title Attest: Signature Kyle McDonald Title Assistant Secretary Title Assistant Secretary Title Assistant Secretary Title Assistant Secretary	Cap	ital Paving Company			
SURETY (Name, and Address of Principal Place of Business): Granite Re, Inc. 14001 Quailbrook Drive Oklahoma City, OK 73134 OWNER (Name and Address): City of Star Idaho 10769 W. State Street Star, ID 83669 BiD Bid Due Date: June 12th 2024 Description (Project Name—Include Lacation): River House Parking Lot BOND Bond Number: N/A Date: June 12th, 2024 Penal sum Five Percent of Bid Amount (Words) Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause the BIDDER Capital Paving Company (Seal) Bidder's Name and Corporate Seal By: Signature And Addresses are to be used for giving any required notice. Yende execution by any additional parties, such as joint venturers, if necessary.					
Advisor Name and Corporate Seal By: Signature Attest: Signature Title Attest: Signature Attest: Signature Attest: Signature Title Attest: Signature Attest: Signature Explored Attest: Signature Explored Title Assistant Secretary Title Title Title Title Title Title Attest: Signature Explored Title Assistant Secretary Title Assistant Secretary Towned Addresses Towned Addresses Towned Addresses Title Attest: Signature Explored Signature Attest: Signature Explored Title Assistant Secretary Title Assistant Secretary Title Assistant Secretary	Bois	e, ID, 83709			
14001 Quailbrook Drive Oklahoma City, OK 73134 OWNER (Mame and Address): City of Star Idaho 10769 W. State Street Star, ID 83669 BID BId Due Date: June 12th 2024 Description (Project Name— Include Location): River House Parking Lot BOND Bond Number: N/A Date: June 12th, 2024 Penal sum Five Percent of Bid Amount (Words) (Words) (Words) (Words) (Words) 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. Surety and Bidder's Name and Corporate Seal By: Surety's Name and Corporate Seal By: Signature By: Signature Attorney- In- Fact Title Title Title Title Title Title Title Attest: Signature Kyle McDonald Title Assistant Secretary Title Assistant Secretary Title Assistant Secretary	Gra	nite Do Inc.	iness):		
Oklahoma City, OK 73134 OWNER (Name and Address): City of Star Idaho 10769 W. State Street Star, ID 83669 BID Bid Due Date: June 12th 2024 Description (Project Name— Include Location): River House Parking Lot BOND Bond Number: N/A Date: June 12th, 2024 Penal sum Five Percent of Bid Amount (Words) Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause the BIDDER Capital Paving Company (Seal) Bidder's Name and Corporate Seal By: Signature Jehn Mirater Print Name Attorney- In- Fact Title Attest: Signature Kyle McDonald Title Assistant Secretary Title Assistant Secretary Title Assistant Secretary Title Assistant Secretary					
OWNER (Name and Address): City of Star Idaho 10769 W. State Street Star, ID 83669 BID Bid Due Date: June 12th 2024 Description (Project Name— Include Location): River House Parking Lot BOND Bond Number: N/A Date: June 12th, 2024 Penal sum Five Percent of Bid Amount (Words) (Words) (Words) (Words) (Figures) Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause the Bid Bond to be duly executed by an authorized officer, agent, or representative. BIDDER Capital Paving Company (Seal) Bidder's Name and Corporate Seal By: Signature Print Name Antonion Print Name Attorney- In- Fact Title Title Title Title Title Title Title Assistant Secretary Frowled execution by any additional parties, such as joint venturers, if necessary.	Okla	home City OV 72124			
City of Star Idaho 10769 W. State Street Star, ID 83669 BID Bid Due Date: June 12th 2024 Description (Project Name— Include Location): River House Parking Lot BOND Bond Number: N/A Date: June 12th, 2024 Penal sum Five Percent of Bid Amount (Words) 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 Capital Paving Company (Seal) Bidder's Name and Corporate Seal By: Signature Signature Signature Attorney- In- Fact Title Title Title Attorney- In- Fact Title Title Attorney- In- Fact Title Attorney- In- Fact Title Title Attorney- In- Fact Title Title Attorney- In- Fact Title Attorney- In- Fact Title Signature Attorney- In-	OWN	IER (Name and Address)			
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		Modified from EICDC® C-420, Rtd 8-0			

City of Star River House Parking Lot

- 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.
- 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.
- 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 the Bid due date without Surety's written consent.
- 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 the Bid due date.
- 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.
- 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.

GRANITE RE, INC. GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

KENNETH D. WHITTINGTON; KYLE MCDONALD its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is ratifies and confirms all and whatsoever the said:

KENNETH D. WHITTINGTON; KYLE MCDONALD may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA

SS:

COUNTY OF OKLAHOMA)

Kenneth D. Whittington, Presiden

Kyle P. McDonald, Assistant Secretary

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires: April 21, 2027 Commission #: 11003620



Rethany J Olhed Notary Public

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this

June 12 2024

Kyle P. McDonald, Assistant Secr

SECTION 00 43 36 - PROPOSED SUBCONTRACTORS

Bidder shall include in his or her Bid the name, address, and Idaho Public Works Contractor License Number of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract for the project in the areas listed below under the general Contract. Failure to name Subcontractors as required shall render any Bid submitted by the Bidder unresponsive and void.

(Insert "self" if properly licensed and so intended. Insert "Not required" if such specialty work is not required)

Subcontractor	Name/Address/Public Works License Number	% of Work Performed
Electrical Contractor:	POWER DUS INC.	13.13%
Address:	25 HARTMAN GT, BOISE, ID 83704	
License Number:	10-ELE-14995, RCE-3894, DW-10947-4	
Plumbing Contractor:	w/A	
Address:		
License Number:		
HVAC Contractor:	NA	
Address:		
License Number:		
Feuc ING	ANVIL FENCE CORPANY	4.5%
Address:	106 & 46th ST, GARDEN CMY, IT 82714	
License Number:	058096-3-4 (02820)	
Cowenese	CLEAN CONCRETE WC	8.4%
Address:	2966 E CALABRIA DR, MEMDIAN, 10 8364	2
License Number:	030518-0-4	
STRIPING	Culting CHERRY SINES	.39%
Address:	PO SOX 44112, GOGG V 83711	
License Number:	13294-4-4	
,		-
Address:		
License Number:		
	Total % of Work Performed by Subcontractors	26.42%

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

CAPITAL PAVING COMPANY INC GEORGE & THERESA COLLINGHAM, ET AL 2319 S EMPIRE WAY **BOISE ID 83709**

Russell S. Barron Division Admin

RCE-4060 Number

12/14/2024 Expires



Brad Little Governor

State of Idaho

Division of Occupational and Professional Licenses PUBLIC WORKS CONTRACTORS LICENSING

CONTRACTOR

04/13/1977

Original License Issued

PWC-C-12069 - UNLIMITED - 4

Categories: 02310, 02500, 02740

This is to certify that

CAPITAL PAVING COMPANY, 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: 04/30/2025

Russell Barron, Administrator