



100 East Bower Street, Suite 110  
Meridian, ID 83642

(208) 288-1992

October 17, 2024

City of Weiser, Idaho  
Mike Campbell  
55 W. Idaho St.  
Weiser, Idaho 83672

**Re: City of Weiser – Commercial Street  
Recommendation of Notice to Award**

Dear Mr. Mike Campbell:

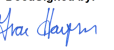
On October 3, 2024, the City of Weiser received five bids for the construction of the Commercial Street Project. The City's allocated funding for this project is \$2,000,000.00 per funding from the Idaho Transportation Department Grant.

Keller Associates recommends that the City issue a Notice of Award for the Base Bid and Additive 1 work to Granite Excavation Inc., in the amount of \$1,595,515.00. Their bid package has been found to be complete and responsive.

Please contact me at 208-288-1992 with any questions.

Sincerely,

**KELLER ASSOCIATES, INC.**

DocuSigned by:  


C00715A01D3746C  
Grae Harper, PE  
Project Manager

Attachments (1) – Granite Excavation Inc. Bid Package

CITY OF WEISER  
COMMERICAL STREET RECONSTRUCTION

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**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

*City of Weiser City Hall*

*55 W. Idaho St.*

*Weiser, Idaho 83672*

*ATTN: Mike Campbell*

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:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>9-30-2024</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<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 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)

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- the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- E. 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.
  - F. 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.
  - G. Bidder has given Engineer 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 Engineer is acceptable to Bidder.
  - H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
  - I. 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 any thing of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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**ARTICLE 5 – BASIS OF BID**

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

<b>Lump Sum Bid Price for Base Bid:</b> Commercial Street reconstruction from State Street to East 2 <sup>nd</sup> Street, as described in the project drawings	\$ 999,470.80
<b>Lump Sum Bid Price for Additive 1:</b> Commercial Street reconstruction from East 2 <sup>nd</sup> Street to East 3 <sup>rd</sup> Street, as described in the project drawings	\$ 596,044.20

Total of All Lump Sums

\$ 1,595,515.00

*One Million Five hundred ninety five thousand Five hundred and Fifteen dollars and no Cents*

**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. 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;
- C. Contractor’s Public Works License No.: PWC-C-16558-U-2-4

**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.

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ARTICLE 9 – BID SUBMITTAL

BIDDER:

Granite Excavation Inc

By:

[Signature]

[Handwritten Signature]

[Printed name]

Dustin Hibbard

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Handwritten Signature]

[Printed name]

Josh Vandenburg

Title:

Estimator

Submittal Date:

10-3-2027

Address for giving notices:

225 S Wooddale Ave Ste. 115

Eagle, ID 83616

Telephone Number:

208-634-6572

Fax Number:

208-382-4189

Contact Name and e-mail address:

joshv@graniteexcavation.com

Josh Vandenburg

Bidder's License No.:

PWC-C-16558-U-2-4 / RCE-6853  
(where applicable)

END OF 00 41 13

## LIST OF SUBCONTRACTORS

**Electrical:** AME Electric, PWC-C-11544-U-4, ELE C2854 – 3621 Arthur St, Caldwell, ID  
83605

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**00 43 14 – BID BOND**

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

**BIDDER (Name and Address):**

Granite Excavation, Inc.  
23 Warm Lake Hwy  
Cascade, ID 83611

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

Merchants Bonding Company (Mutual)  
P.O. Box 144498, Des Moines, IA 50306-3498

**OWNER (Name and Address):**

City of Weiser  
55 W. Idaho Street, Weiser, ID 83672

**BID**

Bid Due Date: October 3, 2024  
Description (Project Name— Include Location):  
COMMERCIAL STREET RECONSTRUCTION Weiser, Washington County, ID 83672

**BOND**

Bond Number: Bid Bond  
Date: October 3, 2024  
Penal sum Five Percent of Amount Bid \$ 5%  
(Words) (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** Granite Excavation, Inc. (Seal) **SURETY** Merchants Bonding Company (Mutual) (Seal)  
Bidder's Name and Corporate Seal Surety's Name and Corporate Seal

By: [Signature]  
Signature  
Austy Hibbard  
Print Name  
Vice President  
Title

By: [Signature]  
Signature (Attach Power of Attorney)  
Max F DeFever  
Print Name  
Attorney-in-Fact  
Title

Attest: [Signature]  
Signature  
Estimator  
Title

Attest: [Signature]  
Signature  
Secretary  
Title

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

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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:
  - 1.1 If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
  - 1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
  - 1.3 Recovery 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 the 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.

END OF 00 43 13



# 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; Max F DeFever; 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."

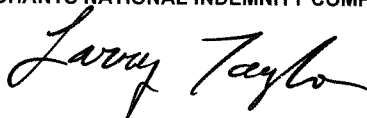
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts 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 13th day of September, 2024.

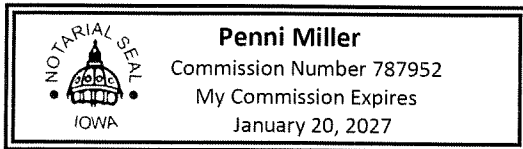


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY


By   
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 13th day of September 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)

  
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 3rd day of October, 2024.



  
Secretary

**Certificate of Authority**

**To**

**Execute Contracts**

Yvette Davis, being the duly elected Secretary of Granite Excavation, Inc. (the "Company"), hereby certifies that the following persons have authority to execute contracts, bonds and other documents relating to construction contracts on behalf of the Company and to bind the Company in accordance therewith:

F. Phillip Davis

Yvette Davis

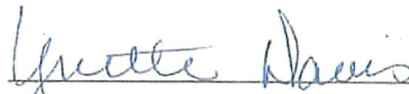
Joshua Davis

Dusty Hibbard

Such authority shall be effective from January 1, 2017 and shall continue until revoked in writing by the Company.

Dated 4-18-17, 2017.

(Seal)

  
Yvette Davis, Secretary

CITY OF WEISER  
COMMERCIAL STREET RECONSTRUCTION

ADDENDUM NO. 1

**ADDENDUM 1**  
to the  
**CONTRACT DOCUMENTS, SPECIFICATIONS and DRAWINGS**  
for  
**City of Weiser**  
**Commercial Street Reconstruction**

September 30, 2024

**All bidders shall acknowledge receipt of this addendum by dating, numbering, and initialing under Article 3 of Section C-410, Bid Form, page 1.**

All changes, corrections, deletions and/or additions to the initial bidding documents enumerated herein shall be included in the Bidder's Proposal. In case of any conflict between the drawings, specifications, and this Addendum, this Addendum shall govern.

**INFORMATIONAL ITEMS AND CLARIFICATION**

**Item 1.1: Scale Structure.** Pictures are attached to Addendum No. 1 to provide clarity of work completed on Sheet C-501 of the drawing set.

**Item 1.2: Quality Testing.** The Contractor is responsible for all quality testing and must be overseen by a city representative.

**Item 1.3: Cost of water used during construction.** The Owner is responsible for paying for water used during construction, but the truck will be provided by the Contractor. There is a fill station located one block away from the project site.

**Item 1.4: Notice to Proceed.** The Notice to Proceed is expected January 2025.

**Item 1.5: Instructions to Bidders.** Online bids will not be accepted, all bids must be delivered to Weiser City Hall in a sealed envelope per Specification 00 21 13 – Instruction to Bidders.

**DRAWINGS**

**Item 2.1: General Notes**

**REPLACE** Sheet G-003 dated 8/6/2024 with Sheet G-003 date 9/30/2024 (attached).

- A. Revisions to Sheet G-003 include additional notes regarding separation requirements for potable and non-potable water lines.

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ADDENDUM NO. 1

**Item 2.2: Plan Sheet and Profile (STA 100+00 – 110+00)**

**REPLACE** Sheet C-101 dated 8/6/2024 with Sheet C-101 dated 9/0/2024 (attached).

**REPLACE** Sheet C-102 dated 8/6/2024 with Sheet C-102 dated 9/30/2024 (attached).

- A. Revisions to Sheets C-101 through C-102 show meters and fire hydrants previously tagged for adjustment that will be abandoned by the City prior to the start of construction.

**Clarification** – The City will be abandoning an existing water line and replacing an existing sewer line in the project area in the fall of 2024. This work will be completed prior to the beginning of construction of the Commercial Street Reconstruction project in 2025. Surface repair for the water and sewer projects will consist of compacted gravel (not temporary or permanent asphalt). The extent of surface repair will depend is not known at this time but will be approximately 5 to 7 feet wide centered over the water and sewer lines shown on sheets referenced above.

**Item 2.3: Utility Plan Sheet**

**REPLACE** Sheet C-401 dated 8/6/2024 with Sheet C-401 dated 9/30/2024 (attached).

- A. Revisions to sheet C-401 clarify that all references to power adjustments, previously coordinated with Idaho Power, will now be coordinated with the City of Weiser.

**Clarification** – All electrical work will be completed by the City of Weiser during the project.



Prepared by: Ismael Medina, P.E.  
Keller Associates, Inc.

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