

Executive Summary

TO: Mayor Blad and Pocatello City Council

FROM: Justin Armstrong, Water Superintendent

DATE: February 19, 2025

SUBJECT: High Country Tank Replacement – Bid Recommendation

Recommendation:

Staff recommends that the City Council award the bid for the High Country Tank Replacement Project to MD Nursery and Landscaping Inc. in the total amount of \$3,955,852.00, and authorize the Mayor to execute contract documents, subject to Legal Department approval.

Project funding was established within the Water Department's FY2025 capital improvement fund line: 031.3009.500.80-07.

Discussion:

On February 11, 2025, bid proposals were received and publicly read for the High Country Tank Replacement Project. The scope of work consists of replacing the one million gallon (1 MG) bolted steel water tank with a one million five hundred thousand gallon (1.5 MG) concrete water storage tank and removal of bolted tank. The City received four bid submittals for the project as summarized within the table below:

Bidder	Total Base Bid	Addendum 1-3 Acknowledged	5% Bid Bond
Western Water Constructors, Inc.	\$5,435,000.00	X	X
RS Jobber, Inc	\$4,068,504.00	X	X
Engineered Structures, Inc. (ESI)	\$5,155,090.00	X	X
MD Nursery and Landscaping, Inc.	\$3,955,852.00	X	X

After reviewing the bid documents, with specific qualification requirements, it was determined that none of the bidding Contractors met the specific project experience of listing a minimum of two (2) prestressed concrete tanks (Type I or Type III) within the past 10 years. Although each contractor has experience with water infrastructure projects, only three Contractors provided one prestressed concrete tank that includes "similar project elements", as defined within the bid specifications.

City staff have reviewed the bid information provided and whether to consider all bids as non-responsive, rejecting all bidders based on the qualification requirements. However, considering the additional cost of rebidding the project and potentially modifying the experience

requirements to allow competitive bids, staff believes that it would not be advantageous to the City under the current circumstances with potential bidders. All bidders listed the same tank subcontractor of DN Tanks, whom specialize in prestressed concrete water tank construction throughout the United States.

Our consulting engineer, Keller Associates, has reviewed the bid submittal, checked project references, and has provided the attached letter of consideration to award the bid to MD Nursery and Landscaping, Inc. The contractor's bid amount is within the engineer's cost estimate of \$3.5M - 4.0M for this project.

To: City Council and Mayor
From: Matt Kerbs, Deputy City Attorney MK
Date: March 7, 2025
Re: Bid Award for High Country Tank Replacement

I have reviewed the above referenced documents and have no legal concerns with Council awarding the bid to MD Nursery and Landscaping Inc., and authorizing the Mayor to sign all documents effectuating the award and contract.



February 19, 2025

Justin Armstrong
Water Superintendent
City of Pocatello
1889 N. Arthur Avenue
Pocatello, ID 83204

RE: Bid Evaluation
City of Pocatello – High Country Tank Replacement

Mr. Armstrong:

This letter is to summarize our evaluation of the bid documents submitted to us by the City of Pocatello for the referenced project. The bid opening was held in the Paradise Conference Room at Pocatello City Hall on February 11, 2025 at 2:00 PM. Four contractors submitted a bid for the project. The contractors, their respective bid amounts, and the engineers estimate is provided below:

Bidder	Total Base Bid	Addendum 1-3 Acknowledged	Bid Bond 5%
Western Water Constructors, Inc.	\$5,435,000.00	X	X
RS Jobber, Inc.	\$4,068,504.00	X	X
Engineered Structures, Inc. (ESI)	\$5,155,090.00	X	X
MD Nursery and Landscaping, Inc.	\$3,955,852.00	X	X

After verifying the bid totals, MD Nursery and Landscaping, Inc. (MD Nursery) is the low bidder. The low bid amount (Total Base Bid) was within the engineer's final estimate of \$3.5M to \$4.0M. We reviewed MD Nursery's submitted bid package for compliance with the Instructions to Bidders in the bid documents. Three addenda were acknowledged, a 5% bid bond was submitted, and the Idaho Public Works Contractor License Number was verified for MD Nursery and Landscaping, Inc. Information for the low bidder is as follows:

Apparent Low Bidder

MD Nursery and Landscaping

2389 South Highway, 33

Driggs, ID 83422

Phone: (208) 201-0066

Idaho Public Works Contractor License No.: PWC-16238-U-1-2-3

Bid Bond for 5% of bid provided by Westfield Insurance Company

Proposed Subcontractors:

- DN Tanks – PWC-053886-U-4
- Arco Electric – PWC-11698-U-4



After reviewing qualification requirements of the submitted bids, it was determined that none of the submitting Contractors met the intent of the qualifications statement that were published in Addendum #1. While all the submitting contractors have experience with water infrastructure projects, only 3 Contractors provided information on past projects that included potable water tanks, and no Contractors provided a minimum of 2 water tanks within that past 10 years that included "similar project elements" as deemed by the City to be prestressed concrete tanks (Type I or Type III).

Because none of the Contractors that submitted bids were able to meet the intent of the qualifications statement, the City may choose to move forward with the Contractor that is in the best interest of the City or rebid the project. MD Nursery, ESI, and Western Water Constructors have completed at least one prestressed tank that appear to meet the requirements of the qualifications statement.

Based on the information provided, the City should consult with City Legal and may elect to rebid or proceed by awarding a contract to MD Nursery and Landscaping, Inc. If the City of Pocatello elects to proceed with awarding the contract, a Notice of Award should be issued, contingent upon the City's Legal Council and City Council's concurrence, to MD Nursery and Landscaping, Inc. consisting of the total bid, in the amount of \$3,955,852.00. Once the conditions outlined in the Notice of Award are completed by MD Nursery and Landscaping, Inc., a Notice to Proceed should then be issued at the preconstruction meeting.

Should you have any comments or questions, please do not hesitate to contact us at (208) 238-2146. We appreciate the opportunity to work with you on this project.

Sincerely,

KELLER ASSOCIATES, INC.



Colter L. Hollingshead, P.E.
Project Manager

cc: file

Attachment(s):

1. Bid Tabulation
2. Bid Evaluation Summary
3. Confirmation of Public Works License
4. Bid Form (copy)
5. Bid Schedule (copy)
6. Bid Bond (copy)
7. Proposed Subcontractors (copy)

CITY OF POCATELLO

HIGH COUNTRY TANK– BID OPENING

OPENED AT: 911 N. 7TH AVENUE, POCATELLO, ID 83201

AT THIS TIME: 2:00 P.M.

ON THIS DATE: FEBRUARY 11, 2025

	BIDDER			
	Western Water Constructors Inc.	RS Jobber Inc.	Engineered Structures Inc.	MD Nursery and Landscaping Inc.
TOTAL BASE BID PRICE	\$5,435,000.00	\$4,068,504.00	\$5,155,090.00	\$3,955,852.00
ADDENDUM #1	Yes	Yes	Yes	Yes
ADDENDUM #2	Yes	Yes	Yes	Yes
ADDENDUM #3	Yes	Yes	Yes	Yes
BID BOND	Yes	Yes	Yes	Yes

BASE BID EVALUATION

				Western Water Constructers Inc.		RS Jobber Inc.		Engineered Structures Inc.		MD Nursery and Landscaping Inc.	
Item No.	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
BASE BID											
01 11 00 - 1.2.B.1	Civil Site Work and Piping	1	LS	--	\$2,451,000.00	--	\$1,533,099.00	--	\$2,419,810.00	--	\$1,656,382.00
01 11 00 - 1.2.B.2	Type III Precast Concrete Tank	1	LS	--	\$2,979,000.00	--	\$2,522,405.00	--	\$2,721,800.00	--	\$2,295,000.00
01 11 00 - 1.2.B.3	Imported Structural Fill (Not Shown in the Plans)	100	CY	\$45.00	\$4,500.00	\$80.00	\$8,000.00	\$81.00	\$8,100.00	\$34.80	\$3,480.00
01 11 00 - 1.2.B.4	Boulder Excavation (Larger than 1 CY)	20	CY	\$25.00	\$500.00	\$250.00	\$5,000.00	\$269.00	\$5,380.00	\$49.50	\$990.00
Base Bid Total				\$ 5,435,000.00		\$ 4,068,504.00		\$ 5,155,090.00		\$ 3,955,852.00	
Submitted Bid					\$ 5,435,000.00		\$ 4,068,504.00		\$ 5,155,090.00		\$ 3,955,852.00
Difference					\$ -		\$ -		\$ -		\$ -



Brad Little
Governor

State of Idaho
Division of Occupational and Professional Licenses
PUBLIC WORKS CONTRACTORS LICENSING
CONTRACTOR

PWC-C-16238 - UNLIMITED - 1-2-3
License Number

04/27/2005
Original License Issued

This is to certify that
MD NURSERY & LANDSCAPING, 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: 06/30/2025


Licensee Signature


Russell Barron, Administrator

Name

Business Name

MD NURSERY & LANDSCAPING, INC.

DBA

License

License Number

PWC-C-16238

Type

Public Works Contractor - Class I

Status

Active

Original Issue Date

27-Apr-2005

Expiration

30-Jun-2025

Name

Business Name

DN TANKS, LLC

DBA

License

License Number

053886

Type

Public Works Contractor - Class I

Status

Active

Original Issue Date

16-Jun-2021

Expiration

30-Jun-2025

Name

Business Name

ARCO ELECTRIC IDAHO, INC.

DBA

License

License Number

PWC-C-11698

Type

Public Works Contractor - Class I

Status

Active

Original Issue Date

12-Jul-1982

Expiration

31-Jul-2025

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:

"Bid Enclosed"

CITY OF POCATELLO

Attn: Office of the City Clerk

911 North 7th Avenue

Pocatello, ID 83201

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 in the form of a Bid Bond or Certified Check (EJCDC No. C-430);
- B. Completed Bid Schedule (Section 00 42 15);
- C. List of Proposed Subcontractors (Section 00 43 36);
- D. List of Proposed Suppliers Section 00 43 36);
- E. Written evidence and supporting documentation establishing Bidder's qualifications as indicated in Article 3 of Section C-200 – Instruction to Bidders;
- F. 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.
- G. Required Bidder Qualification Statement with supporting data (EJCDC No. 451)

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 *Lump Sum Bids*

3.02 Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in **Section 00 42 15 – Bid Schedule** hereto attached:

3.02 *Unit Price Bids*

A. Bidder acknowledges that:

1. Unit Prices have been computed in accordance with Paragraph 13.02 of the General Conditions.
2. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
3. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

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 calendar days indicated in the Agreement.
- 4.02 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
Addendum No. 1	1/22/2025
Addendum No. 2	2/3/2025
Addendum No. 3	2/6/2025

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:

MD Nursery and Landscaping Inc.

(typed or printed name of organization)

By:



(individual's signature)

Name:

Brian Haynes

(typed or printed)

Title:

Owner

(typed or printed)

Date:

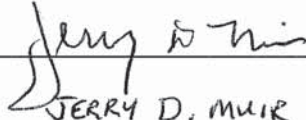
2-11-25

(typed or printed)



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

Attest:



(individual's signature)

Name:

JERRY D. MUIR

(typed or printed)

Title:

Project Manager / Estimator

(typed or printed)

Date:

2-11-25

(typed or printed)

Address for giving notices:

2389 South Highway, 33 Driggs, Id 83422

Bidder's Contact:

Name:

JERRY D MUIR

(typed or printed)

Title:

Project Manager / Estimator

(typed or printed)

Phone:

208-201-0066

Email:

j.muir@mdexcavation.com

Address:

2389 South Highway, 33 Driggs, Id 83422

Bidder's Contractor License No.: (if applicable) RCE - 11289

PWC-C-16238-UNLIMITED-1-2-3

SECTION 00 42 15 - BID SCHEDULE

BASE BID ITEMS

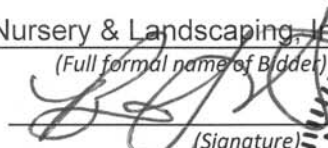
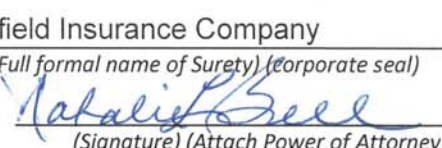
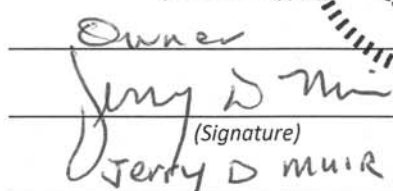
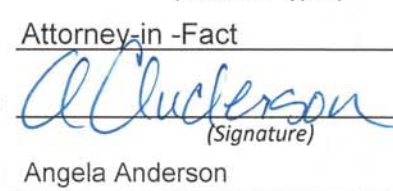
Item No.	Description	Quantity	Unit	Unit Price	Amount
BASE BID					
01 11 00 - 1.2.B.1	Civil Site Work and Piping	1	LS	-	1,656,382
01 11 00 - 1.2.B.2	Type III Precast Concrete Tank	1	LS	-	2,295,000
01 11 00 - 1.2.B.3	Imported Structural Fill (Not Shown in the Plans)	100	CY	34.80	3,480.
01 11 00 - 1.2.B.4	Boulder Excavation (Larger than 1 CY)	20	CY	49.50	990.

BASE BID PRICE (Lump Sum) \$

TOTAL BASE BID PRICE IN WORDS:

Three million nine hundred fifty five thousand, eight hundred fifty two and 00/100

BID BOND (PENAL SUM FORM)

Bidder Name: MD Nursery & Landscaping, Inc. Address (principal place of business): 2389 S Highway 33 Driggs, ID 83422	Surety Name: Westfield Insurance Company Address (principal place of business): PO Box 5001 Westfield Center, OH 44251
Owner Name: City of Pocatello Address (principal place of business): 911 N 7th Avenue, Pocatello, ID 83201	Bid Five percent of amount bid (**5%**) Project (name and location): High Country Tank, Pocatello, ID Bid Due Date: 02/04/2025
Bond Penal Sum: Five percent of amount bid (**5%**) Date of Bond: 02/04/2025	
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 MD Nursery & Landscaping, Inc. (Full formal name of Bidder)	Surety Westfield Insurance Company (Full formal name of Surety) (Corporate seal)
By:  (Signature)	By:  (Signature) (Attach Power of Attorney)
Name: Brian Horn (Printed or typed)	Name: Natalie L. Bell (Printed or typed)
Title: Owner	Title: Attorney-in-Fact
Attest:  (Signature)	Attest:  (Signature)
Name: Jerry D. Muir (Printed or typed)	Name: Angela Anderson (Printed or typed)
Title: Project Manager / Estimator	Title: Sr. Account Manager
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.

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
DOUGLAS G. BALL, MONICA E. NELSON, VICKIE NELSON, BRAD NIELSON, NATALIE BELL, JESSICA O'CONNELL,
JOINTLY OR SEVERALLY

of IDAHO FALLS and State of ID its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this 15th day of MAY A.D., 2024 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:

Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 15th day of MAY A.D., 2024 , before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 4th day of February, 2025. A.D.,



Frank A. Carrino, Secretary

SECTION 00 43 36 – PROPOSED SUBCONTRACTORS AND SUPPLIERS

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
Sitework Contractor:	MD Nursery and Landscaping Inc	54%
Address:	2389 South Highway, 33 Driggs, Id 83422	
License Number:	Idaho Public Works License # 16238-U-1-2-3 Idaho Contractors License RCE-11289	
Tank Contractor:	DN Tanks	45%
Address:	410 East Trinity Blv., Grand Prairie, TX 75050	
License Number:	Idaho Public Works License # 053886-U-4 Idaho Contractors License RCE-56862	
Mech. Contractor:	NA	
Address:		
License Number:		
Electrical Contractor:	Arco Electric	1%
Address:	625 W 25th St, Idaho Falls, ID 83402	
License Number:	Idaho Public Works License # 11698-U-4 Idaho Contractors License C-3513	
Address:		
License Number:		
Address:		
License Number:		
Address:		
License Number:		
Total % of Work Performed by Subcontractors		46%

CITY OF POCA TELLO
HIGH COUNTRY TANK REPLACEMENT

221071-007

The suppliers who will supply products and material for the project if the bidder is awarded a contract are:

Supplier Name	Products/Materials Supplied
HD Fowler	Pipe and Fittings
Core and Main	Pipe and Fittings
Mountain Lands	Pipe and Fittings
DeZurick	Tide Flex System
Precision Pre-cast	Man Holes

CITY OF POCATELLO

HIGH COUNTRY TANK– BID OPENING

OPENED AT: 911 N. 7TH AVENUE, POCATELLO, ID 83201

AT THIS TIME: 2:00 P.M.

ON THIS DATE: FEBRUARY 11, 2025

	BIDDER			
	Western Water Constructors Inc.	RS Jobber Inc.	Engineered Structures Inc.	MD Nursery and Landscaping Inc.
TOTAL BASE BID PRICE	\$5,435,000.00	\$4,068,504.00	\$5,155,090.00	\$3,955,852.00
ADDENDUM #1	Yes	Yes	Yes	Yes
ADDENDUM #2	Yes	Yes	Yes	Yes
ADDENDUM #3	Yes	Yes	Yes	Yes
BID BOND	Yes	Yes	Yes	Yes