

**BID PROCEDURES
FOR
KUNA RURAL FIRE DISTRICT STATION NO. 2**

PUBLIC WORKS CONSTRUCTION CONTRACT

**KUNA RURAL FIRE DISTRICT
Bid Solicitation No. 2025-01**

BIDDING ENTITY: Kuna Rural Fire District (hereinafter referred to as “Fire District”), offices of the Fire District Secretary, Krystal Hinkle at 150 W. Boise St. Kuna, Idaho 83634. (note questions via phone to (208) 922-1144.

PURPOSE OF PUBLIC WORKS CONSTRUCTION PROJECT BID: The project involved in the construction of Kuna Rural Fire District Fire Station No. 2 located at 2021 W. Kuna Rd., Kuna, Idaho 83634 as specified in the bid documents (the “Fire Station Project”).

BIDDING INFORMATION: The Fire Station Project specifications, all necessary forms and instructions for submitting a bid (the “Bid Documents”) are available and in the possession of Krystal Hinkle at 150 W. Boise St. Kuna, Idaho 83634. via email at office@kunafire.com. Bona fide general contract bidders may secure copies of the Contract Documents Dennis Lee Taggart of Encompass Incorporated (the “Architect”) at 436 W. Broadway Ave. Meridian, Idaho 83642-2529, 208-344-8800, dennisleetaggart@gmail.com . Plans will be available from the office of the Architect. Contract Documents will be available to download in digital format at no cost. It will be the contractor's responsibility to make hard copies of any documents.

BID FORMS: All bids must be submitted on the form provided in the bid specifications and must be signed in the case of a legal entity by duly authorized agent of the entity and which signature must be accompanied by evidence of authority of the agent to sign.

DATE AND LOCATION UPON WHICH BIDS MUST BE SUBMITTED: All bidders are to have their bids in sealed envelope with a precise statement on the outside stating: *"Bid of [insert name of bidder] submitted in response to “Kuna Rural Fire District Solicitation for Bid Notice No. 2025-01” and delivered to the District’s Secretary Krystal Hinkle as follows:*

- via U.S. mail to PO Box 607 Kuna, Idaho 83634 with a post mark date no later than 3rd day of February 2025, or
- Hand delivered at 150 W. Boise St. Kuna, Idaho 83634 during regular office hours 9:00 a.m. to 4:00 p.m. Monday through Friday on or before 4:00 p.m. on the 7th day of February, 2025; or

NO PRE-BID WALK THROUGH: There will be no pre-bid walk-through for general contractors to bid this project.

BIDS SUBMITTED CANNOT BE WITHDRAWN AFTER THE TIME SET FOR OPENING: Any bid received by the Fire District may not be withdrawn after the time set in the notice for opening of bids.

BID OPENING AND EVALUATION: All bids received will be opened at the time and place set in the notice inviting bids which is the **10th day of February, 2025 at the hour of 11:00 A.M.** in the Commissioners Meeting Room at Kuna Rural Fire District Station No. 1 at 150 W. Boise St. Kuna, Idaho 83634 by the Chairman of the Board of Commissioners together with the Fire District Fire Secretary who shall read all bids aloud and keep a record of the opening of the bids. No person will be denied the right to be present for the opening of the bids. All bids will be evaluated by the Dennis Lee Taggart of Encompass Incorporated for recommendation to the Board of Commissioners of the Fire District. The decision of the Board of Commissioners will be presented in an open meeting and within 28 days of the bid opening.

RESERVATION OF RIGHT TO REJECT ANY AND ALL BIDS: The Fire District Board of Commissioners reserves in its discretion to reject any and all bids presented and to waive any irregularities or informalities in any bid or in the bid process and/or re-advertise. If two (2) or more bids are the same and the lowest responsible bids, the Board of Commissioners may accept the one it chooses.

BID CRITERIA:

Award of contract by Fire District will be based upon the lowest total cost bid submitted by a responsible bidder (meeting the “Prebid Contract Requirements” hereinabove set forth) and the following:

1. The Fire District Board of Commissioners reserves the right to reject any or all bids as authorized by law.
2. **BID BOND REQUIRED:** The bid must be accompanied by cash, or a certified check, or a bid bond, or a bank letter of credit payable to Kuna Rural Fire District in the sum of Five Per Cent (5.0%) of the amount of the bid price. This guarantees to the Fire District that the successful bidder will deliver in accordance with the specifications. Upon delivery, the cash, check, or bid bond will be returned to the bidder as set forth above in this notice. If the successful bidder fails to execute the public works construction contract, the amount of that bidder's security shall be forfeited to the Fire District and the proceeds shall be deposited in the fund out of which the expenses of preparation and printing of the publication, notice, and bid specifications are made. The Fire District may, on refusal or failure of the successful bidder to execute the public works construction contract, award it to the next lowest responsible bidder. In that event the amount of the lowest responsible bidder's security shall be applied by the Fire District to the difference between the lowest responsible bid and the next lowest responsible bid, and the surplus, if any, shall then be returned to the lowest bidder if cash or check is used, or to the surety on the bidder's bond if bond is used.

3. **PUBLIC WORKS CONTRACTOR REQUIREMENTS:** The following minimum requirements for the public works construction design build contracts are to be included in the bid and bidders shall be prepared to agree as a part of the Contract to:

3.1 **Independent Contractor Status:** All work as an independent contractor; and

3.2 **Public Works Construction License Required:** Successful Bidder must hold at all times, including acceptance of the bid and during the performance of the bid awarded, a valid public works contractor class Unlimited license in the State of Idaho.

4. **OTHER BONDING REQUIREMENTS:**

4.1 Successful Bidder is required to furnish a performance bond in an amount equal to eighty-five percent (85%) of the contract amount conditioned upon the faithful performance of this Contract. Said bond shall be solely for the protection of the Fire District for awarding this Contract as required by Idaho Code Section 54-1926.

4.2 Successful Bidder is required to furnish a payment bond in an amount equal to eighty-five percent (85%) of the contract, solely for the protection of persons supplying, architectural, engineering and or surveying services and or for persons providing labor or materials, or renting, leasing, or otherwise supplying materials, equipment or services to the successful bidder in the prosecution of the work provided for in this Bid.

4.3 Each bond required shall be and in the form of either: Cash, a Cashier's check made payable to the Fire District, a certified check, or a bidder's bond executed by a qualified surety company or companies duly authorized to do business in the State of Idaho, or the successful bidder may deposit any of the type of government obligations listed in subsection (2)(h) of Section 54-1901, Idaho Code, in lieu of furnishing a surety company performance or payment bond or bonds.

4.4 All bonds required shall be payable to the Fire District.

4.5 All bonds provided for in this section shall be filed in the office of the Secretary of the Fire District address above stated.

5. **INSURANCE REQUIREMENTS:** As a term and during the life of the contract awarded to the Successful Bidder, the bidder shall, at its expense, maintain with an insurance company or companies authorized to do business in the state of Idaho and which company is satisfactory to the Fire District, insurance coverage of the kind and in the amounts set forth herein as follows:

5.1 **Liability.** Successful Bidder shall maintain the following liability coverage insurance policy covering the construction site and Successful Bidder's performance of the Contract against bodily or personal injury, death, or property damage, or other loss as a result of any one (1) occurrence or accident with a responsible insurance company, all at the sole cost and expense of Successful Bidder, in the names and for the benefit of the Successful Bidder and the Kuna Rural Fire District in the sums of:

- General Liability insurance \$1,000,000.00 per occurrence aggregate limit single-limit \$3,000,000.00; and
- Commercial Auto Liability insurance \$1,000,000.00 per accident; and
- Umbrella or Excess Liability aggregate limit \$5,000,000.00

5.2 **Builder's Risk Insurance:** Successful Bidder shall provide and maintain Builder's Risk Insurance with policy limits equal to or exceeding that amount of the Successful Bidder's bid.

5.3 **Contractors Risk of Loss Insurance:** Successful Bidder shall maintain for the benefit of itself, the Fire District, Contractor's subcontractors, suppliers, and any other interested persons as their interests may appear, fire, extended coverage, vandalism, and malicious mischief insurance, until acceptance of the work by the Fire District, for damage to or destruction of the Kuna Rural Fire District Station No. 2 Project and construction materials and Successful Bidder's equipment, regardless of when or how such damage or destruction occurs.

5.3.1 **The insurance amounts** required by this section shall not be less than the replacement cost, including items of labor and materials connected with the same, whether in or adjacent to the insured Kuna Rural Fire District Station No. 2 Project, materials in place or to be used as part of the permanent construction or erection, including surplus materials, protective fences if any, or temporary structures, miscellaneous materials, and supplies incidental to the work, and such scaffolding, stages, towers, forms and equipment as are not owned or rented by contractor.

5.3.2 The loss, if any, is to be adjustable with Successful Bidder subject to the approval of Fire District, which shall not be unreasonably withheld, and is to be payable to Successful Bidder and the interested parties as their interests may appear. Any insurance proceeds received by Successful Bidder in respect of any of the events referred to above that occur prior to acceptance of the work by the Fire District shall be used by Successful Bidder in replacing the property damaged or destroyed by such event; any portion of such proceeds not so used may be retained by Successful Bidder after such replacement.

5.4 Workers' Compensation: Successful Bidder shall provide and maintain, for all its employees engaged in work under this contract, Workers' Compensation insurance as required by I.C. § 72-301. In the event any part of the work to be performed under the Contract is sublet on a fixed-fee basis, the same protection concerning Workers' Compensation shall be provided for employees of the subcontractors under all fixed-fee subcontracts. In cases where the whole or any part of the work to be performed under this contract is sublet on a lump-sum basis, the Successful Bidder shall require all subcontractors to maintain Workers' Compensation insurance for their respective employees as required by I.C. § 72-216.

5.5 Prior to the commencement of operations under the Contract, the Successful Bidder will supply the Fire District's Secretary with proof of compliance with the above provisions relating to Workers' Compensation protection.

5.6 Successful Bidder, on request by the Fire District, shall procure from the company or companies writing such insurance a certificate or certificates satisfactory to the Fire District evidencing that such insurance is in full force and effect and that such insurance shall not be canceled or materially changed without ten days' prior written notice to the Fire District.

LOSS AND RESPONSIBILITY REQUIREMENTS DURING CONSTRUCTION:

- 1.** The Successful Bidder shall assume liability at all times for damage to or destruction of its equipment, regardless when or how such damage or destruction occurs, and the Fire District will be under no liability to reimburse the Successful Bidder for any such loss except loss or damage caused by negligence or willful acts or omissions of the Fire District or its agents, servants, or employees.
- 2.** The Successful Bidder shall assume liability at all times while work is being performed on construction of the Fire Station Project and the Fire District shall be under no

liability to reimburse the Successful Bidder for any such loss except loss or damage caused by negligence or willful acts or omissions of the Fire District or its agents, servants, or employees.

INDEMNITY BY SUCCESSFUL BIDDER:

1. The Successful Bidder will be required to agree to protect and indemnify the Fire District against all claims, demands, and causes of action in favor of the Successful Bidder's employees or third parties for personal injuries or death or for property damage arising out of the work to be performed by Successful Bidder under the contract entered into as a result of the award of the Bid and resulting from the negligent acts or omissions of the Successful Bidder's agents, employees, and subcontractors.
2. The Successful Bidder will be required to be responsible for the safety of the work area and to maintain the site during its performance of the contract his performance under the contract entered into as a result of the award of the Bid in reasonable safe condition given the standard of practice of Public Works Contractors regarding such sites.

EXCEPTIONS TO BID SPECIFICATIONS: The bidder shall list on a separate sheet of paper any variation from, and/or exceptions to the conditions and specifications of this bid. This sheet, labeled "*EXCEPTIONS TO BID CONDITIONS & SPECIFICATIONS*", shall be attached to the bid.

SPECIAL PROVISIONS:

1. **Permits:** Fire District will provide building permits from City of Kuna.
2. **Source and Cost of Materials:** The intent of the Contract is to provide for the construction and completion in every detail of the work described. The Contractor shall furnish all labor, materials, equipment, tools, transportation, excavation, and supplies required to complete the work in accordance with the terms of the Contract.
3. **Completion Time and Liquidated Damages:** All work shall be completed within 180 working days of date of award. The dollar amount of liquidated damages for failure to complete the work on time will be \$150.00 per day.
4. **Contact Persons:** Krystal Hinkle, Fire District Secretary
E-mail: office@kunafire.com
Telephone: 208-344-8800
5. **Information Given Prior to Award:** Oral explanations, instructions and interpretations given to bidders prior to award of Contract will not be binding. It is the Fire District's intent to provide all bidders equal opportunity to access and acquire all available pertinent information necessary to formulate a responsive bid. Any information, specification, plan, data or interpretation which the Fire District discovers is lacking and may be important to

all bidders, will be furnished to all bidders in the form of an addendum, the receipt of which shall be acknowledged.

Bid procedures herein contained approved by the Board of Trustees of the Kuna Rural Fire District on the 23rd day of January, 2025.

A handwritten signature in cursive script, reading "Krystal Hinkle".

Signed: Krystal Hinkle
Kuna Rural Fire District
District Secretary