

SECTION 004100 - BID FORM

1.01 THE PROJECT AND THE PARTIES

A. PROJECT: KOOTENAI COUNTY HVAC UPDATES – JAIL
KOOTENAI COUNTY BOARD OF COMMISSIONERS
COEUR D’ALENE, IDAHO

B. BID OPENING DATE / TIME: August 19, 2025 2:00 PM
Per Section 000100 – Advertisement for Bid

C. BID OPENING LOCATION: Per Section 000100 – Advertisement for Bid

D. SUBMITTED BY: (Bidder to enter name and address)

1. Bidder's Full Name Apollo Mechanical Contractors
a. Address 11505 E Trent Ave
b. City, State, Zip Spokane Valley, WA, 99206
c. Phone: 509-532-2190
d. Contact Name: Cody Murdock

1.02 ADDENDA

A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

1. Addendum(a) No. 1 through 3.

1.03 BASE BID

A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Architects West for the above-mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

1 One million eight hundred eighty four thousand
_____ dollars
(\$1,884,000.00 _____), in lawful money of the United States of America.

B. We have included the required security deposit as required by the Instruction to Bidders.

C. All applicable Federal Taxes and Idaho State Sales Taxes are **included** in the Bid Sum.

1.04 ACCEPTANCE

A. This offer shall be open to acceptance and is irrevocable for sixty (60) days from the bid closing date.

B. If this bid is accepted by the Owner within the time period stated above, we will:

1. Execute the Agreement within ten (10) days of receipt of Intent to Award.



2. Furnish the required bonds and Certificate of Insurance within seven days of receipt of Intent of Award.
 3. Commence work within seven days after written Notice to Proceed.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s) and Insurance, the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

1.05 FURTHER REQUIREMENTS

- A. State of Idaho policy prohibits purchase of asbestos products and asbestos containing materials for use in or on any facilities, including personal and real property, where acceptable alternatives are available. The contractor certifies by submission of it's Bid that the products or materials to be furnished as a result of this bid are asbestos free. The Owner will hold the contractor and/or his supplier(s) liable for any asbestos removal and replacement costs as a result of the contractor's failure to comply with this requirement.
- B. Each bid shall be accompanied by certified check, cashier's check, or bid bond in amount of at least 5% of total base bid amount. (Bid deposit in cash will not be accepted.) Make bid guarantee payable to the owner. (Note: If bid bond is used it must contain as a minimum all provisions which are contained in the current edition of AIA Document A310. If a certified check or cashier's check is supplied, it must be drawn on a bank or trust company legally operating in the State of Idaho.)
1. Enclosed is bid guarantee consisting of: \$ 94,200 in the amount of 5% of the Bid Amount.

1.06 CONTRACT TIME

- A. If this Bid is accepted, we will complete the Work in accordance with prescribed schedules.
- B. The Owner will suffer financial loss if each phase of the project is not substantially complete on the date set forth in the Contract Documents. The Contractor and the Contractor's surety shall be liable for and shall pay to the Owner the sums hereinafter stipulated as liquidated damages for each calendar day of delay until the work of each phase is substantially completed.
- C. Liquidated Damages shall be \$500.00 per calendar day. The undersigned agrees, if awarded the Contract, to complete the entire Project as stipulated in the Contract Documents. The undersigned further agrees that the Owner may retain from the compensation otherwise due, the liquidated damage costs incurred by the Owner, for each calendar day expiring beyond the time fixed for completion that the work remains not substantially completed and for each calendar day expiring beyond the date fixed for final completion of the entire Project. These amounts are more specifically described in the 'Time of Completion' requirements set forth above, with such sums not to be construed in any sense as a penalty, but as agreed liquidated damages which the Owner shall sustain in the case of the failure of the undersigned to complete the Work at the time stipulated.

1.07 LISTING OF SUBCONTRACTORS

- A. Pursuant to Section 67-2310, Idaho Code, commonly known as the naming law, the names and addresses of subcontractors to whom work will be awarded, subject to approval of the Owner and Architect, if the undersigned is awarded the contract, are as follows, or, if the General Contractor will self-perform the work, the General Contractor is to list their valid license number for that trade.



Name: Apollo Mechanical Contractors

Address: 11505 E Trent Ave, Spokane Valley, WA 99206

Idaho Public Works License No.* PCW-C-12441-UNLIMITED -1-4

HEATING/VENTILATION/AIR CONDITIONING:

Name: Apollo Mechanical Contractors

Address: 11505 E Trent Ave, Spokane Valley, WA 99206

Idaho Public Works License No.* PCW-C-12441-UNLIMITED -1-4

ELECTRICAL:

Name: Arc Electric & Lighting Corporation

Address: 5524 N Julia St, Spokane, WA, 99217

Idaho Public Works License No.* 029310 – AAA – 4

* - If sub-trade scope of work is under \$50,000, no Public Works License is required.

1.08 BID FORM SIGNATURE(S)

A. The undersigned confirms that he is, as of this date, duly licensed as a Class UL Idaho Public Works Contractor and further that he possesses State of Idaho Contractor's License No. PWC-C-12441, and is domiciled in the State of Washington.

Dated this 19th day of August, 2025.

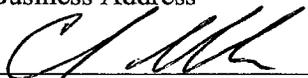
Respectfully submitted,

Apollo Mechanical Contractors

Name of Bidder (Company)
11505 E Trent Ave

(Seal, if bid is by a corporation)

Spokane Valley, WA, 99206
Business Address


Signature of authorized representative

Project Manager

Title
509-995-9162
Telephone Number

END OF BID FORM



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
Apollo Sheet Metal, Inc. dba Apollo Mechanical Contractors
1201 W. Columbia Drive
Kennewick, WA 99336

as Principal, hereinafter called Principal, and, Western Surety Company

a corporation duly organized under the laws of the State of SD
as Surety, hereinafter called the Surety, are held and firmly bound unto
Kootenai County Board of Commissioners
PO Box 9000
Coeur d'Alene, ID 83816

as Obligee, hereinafter called the Obligee, in the sum of Five percent of the Base Bid amount (\$5% of the Base Bid amount), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Kootenai County HVAC Updates – Jail, 5500 N. Government Way, Coeur d'Alene, Idaho

NOW THEREFORE, if the obligee shall accept the bid of the principal and the principal shall enter into Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 14th day of August, 2025.



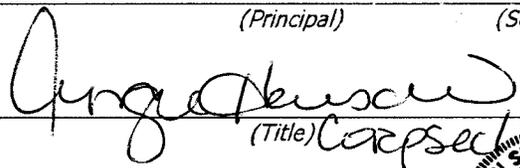
(Witness)



(Witness)

Apollo Sheet Metal, Inc. dba Apollo Mechanical Contractors

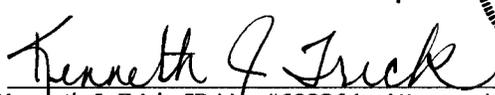
(Principal) (Seal)



(Title) *Corporate Officer*

Western Surety Company

(Surety)



Kenneth J. Frick, ID Lic. #683264, Attorney-in-Fact



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Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Donna S Martinez, Rod Lewis, Kenneth J Frick, Lori McKimmy, Individually

of Yakima, WA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of July, 2022.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 21st day of July, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 14th day of August, 2025.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.