



AGENDA BILL

Agenda Subject: Contract Award for Production and Gowen Road Utilities Project		Date: September 20, 2021
Staff Contact: Kathy Wanner, Contracts Specialist Amy Fimbel, Project Manager	Attachments: A: Resolution 1720 B: Bid Results C. Bid Received from Track Utilities, LLC	
Action Requested: Adopt Resolution 1720 authorizing the Executive Director to negotiate and execute a public works construction contract with Track Utilities, LLC for the Production and Gowen Road Utilities Project.		

Project Scope:

Project scope includes furnishing and installing underground conduit duct bank and vaults along Amity Road, Production Avenue, and Gowen Road for future fiber optic use. This project is in partnership with City of Boise and creates an economic incentive attractive to businesses by lowering data connection costs and creating a more competitive data provider market. The project closes the gap in the current City fiber optic network between Amity Road and Production Avenue, and the project's fiber extension on Gowen Road connects to City fiber conduit currently being installed under ACHD's Gowen Road Bridge Widening project.

Formal Bidding Process:

State law requires a formal, sealed bid process for public works construction projects exceeding \$200,000 and selection of the lowest responsive bidder. The Agency advertised an Invitation to Bid for the Production and Gowen Road Utilities Project in the Idaho Statesman on July 23 and 30, 2021. In an effort to receive as many competitive bids as possible, a notice also was emailed to the plan rooms at the Idaho Association of General Contractors and Idaho Blueprint as well as to 28 separate contractors holding the requisite public works construction license. The Agency received several questions and issued two addendums. Addendum 1 included the addition of a bid item to the project, and the bid form was revised in order to capture those costs. The Addendum included the revised bid form and instructions for bidders to use the new form.

Three bids were received electronically by the August 19, 2021 deadline.

Company	Total Bid Amount
Track Utilities, LLC	\$522,641.96
Knife River Corporation – Mountain West	\$1,390,290.00*
Probst Electric, Inc.	\$1,447,450.46

*Submitted on the incorrect bid form

The bid received from Knife River Corporation – Mountain West was submitted on the incorrect bid form and therefore incomplete due to the missing costs associated with the additional bid item. Agency staff deemed the bid non-compliant.

Fiscal Notes:

The Agency's FY2021 and FY2022 budget includes sufficient funding for this project. The Agency noted the significant cost savings shown in the bids between Track Utilities and the other two bidders. It was determined that due to Track Utilities' current presence installing conduits in the vicinity of the project area, Track Utilities is able to realize savings in mobilization costs which allows for the much lower, winning bid.

Staff Recommendation:

The Agency recommends that the Board of Commissioners adopt Resolution 1720 authorizing the Executive Director to negotiate and execute a public works construction contract with Track Utilities, LLC to complete the Production and Gowen Road Utilities Project and to expend funds as set forth in the resolution.

Suggested Motion:

I move to adopt Resolution 1720 authorizing the Executive Director to negotiate and execute a construction contract with Track Utilities, LLC to complete the Production and Gowen Road Utilities Project for the total amount of \$522,641.96 and to expend funds as set forth in the resolution.

RESOLUTION NO. 1720

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, FINDING TRACK UTILITIES LLC AS THE QUALIFIED BIDDER WHICH SUBMITTED THE LOWEST BID FOR THE PRODUCTION AND GOWEN ROAD UTILITIES PROJECT; AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE A PUBLIC WORKS CONSTRUCTION CONTRACT WITH TRACK UTILITIES LLC FOR THE PRODUCTION AND GOWEN ROAD UTILITIES PROJECT; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL NECESSARY ACTION TO IMPLEMENT THE RESOLUTION INCLUDING THE EXPENDITURE OF FUNDS AND INCLUDING A CONTINGENCY FOR UNFORESEEN EXPENSES; AND PROVIDING AN EFFECTIVE DATE

THIS RESOLUTION, is made on the date hereinafter set forth by the Urban Renewal Agency of Boise City, Idaho, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, chapter 20, title 50, Idaho Code, and the Local Economic Development Act, as amended and supplemented, Chapter 29, Title 50, Idaho Code (collectively, the "Act"), as a duly created and functioning urban renewal agency for Boise City, Idaho, hereinafter referred to as the "Agency."

WHEREAS, the City Council of the City of Boise City, Idaho (the "City"), after notice duly published, conducted a public hearing on the Urban Renewal Plan for the Gateway East Economic Development District Project Area (the "Gateway East District Plan"), and following said public hearing the City adopted its Ordinance No. 58-18 on December 18, 2018, approving the Gateway East District Plan and making certain findings; and,

WHEREAS, the Agency seeks to encourage economic development by assisting with infrastructure and public facility improvements; and,

WHEREAS, the Agency adopted Resolution No. 1622 on August 28, 2019, approving the 2019-2023 Capital Improvements Plan which included the improvement of infrastructure and utilities in the Gateway East District; and,

WHEREAS, Idaho Code § 67-2805(2)(a) provides for a competitive sealed bidding process for procurement of public works construction valued in excess of \$200,000; and,

WHEREAS, the Agency issued an Invitation to Bid for the Production and Gowen Road Utilities project on July 23, 2021, and published the requisite public notice of the Invitation to Bid in the *Idaho Statesman* newspaper on July 23 and 30, 2021; and,

WHEREAS, the Agency's Invitation to Bid set forth specific bidding procedures and specifications that the Agency considered to be in its best interest and critical to its ability to receive the exact services sought to be procured, including acknowledgment of Agency issued addendums, submission of a responsive sealed bid by a licensed public works contractor, and an affidavit concerning taxes; and,

WHEREAS, on July 30, 2021 the Agency issued Addendum No. 1 for the Production and Gowen Road Utilities Project that included a revised Bid Form that added additional line item costs; and,

WHEREAS, the Agency received three (3) sealed bids by the due date and time of 3:00 p.m. on August 19, 2021; and,

WHEREAS, the administrative requirements of the bidding process for the Production and Gowen Road Utilities project required that bids be submitted utilizing the Bid Form distributed by Addendum No. 1 issued by the Agency on July 30, 2021; and,

WHEREAS, the bid received from Knife River Corporation - Mountain West was submitted on the incorrect Bid Form and therefore was non-compliant with the administrative requirements of the bidding process; and,

WHEREAS, the bids received from Track Utilities, LLC and Probst Electric, Inc. were submitted on the correct bid form and in compliance with the administrative requirements of the bidding process; and,

WHEREAS, the bid received from Track Utilities, LLC in the amount of FIVE HUNDRED TWENTY-TWO THOUSAND SIX HUNDRED FORTY-ONE AND 96/100 DOLLARS (\$522,641.96) was the lowest responsive bid submitted; and,

WHEREAS, Agency staff recommends to the Agency Board that the contract award for the Production and Gowen Road Utilities Project be made to Track Utilities, LLC as the lowest responsive bidder.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, AS FOLLOWS:

Section 1: That the above statements are true and correct.

Section 2: That the Board hereby finds that Track Utilities, LLC was the qualified bidder submitting the lowest responsive bid for the Production and Gowen Road Utilities project.

Section 3: That the Executive Director of the Agency is hereby authorized to negotiate and execute a public works construction contract with Track Utilities, LLC for the bid amount of FIVE HUNDRED TWENTY-TWO THOUSAND SIX HUNDRED FORTY-ONE AND 96/100 DOLLARS (\$522,641.96), consistent with the Board's stated instructions at the September 20, 2021, Agency Board Meeting; and further, is hereby authorized to execute all necessary documents required to implement the actions contemplated by the contract, subject to representations by Agency legal counsel that all conditions precedent to those actions and the contract or other documents are acceptable and consistent with the comments and discussions received at the September 20, 2021, Agency Board Meeting.

Section 4: That the Executive Director of the Agency is further authorized to expend funds for the bid amount of \$522,641.96 plus up to 20% of this amount for construction contingencies if determined necessary in his best judgment.

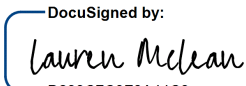
Section 5: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on September 20, 2021. Signed by the Chairman of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on September 20, 2021.

URBAN RENEWAL AGENCY OF BOISE CITY

By:  DocuSigned by:
EC5D8D8CDA444E9...
Dana Zuckerman, Chair

ATTEST:

By:  DocuSigned by:
D233C7C9F8A44C3...
Lauren McLean, Secretary

BIDDERS NAME: Track Utilities LLC

SECTION 00 41 13 BID FORM

BID FORM – REVISED JULY 30, 2021

PROJECT: PRODUCTION AND GOWEN ROAD UTILITIES PROJECT

THIS BID IS SUBMITTED TO:

Capital City Development Corporation
Attn: **Production and Gowen Road Utilities Project**
121 N. 9th Street, Suite 501
Boise, Idaho 83702

- 1.01 The undersigned Bidder proposes and agrees to enter into a Contract with CCDC in the form included in the Project Manual to perform all the Work as specified or indicated in the Project Manual for the prices indicated in this Bid and in accordance with the other terms and conditions of the Project Manual.
- 1.02 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of CCDC.
- 1.03 Within thirty (30) days from receiving a written notice of acceptance of this Bid, Bidder shall execute the Contract and shall deliver evidence of required insurance coverages and bonds in the amounts required by the Contract.
- 1.04 In submitting this Bid, Bidder represents, as set forth in the Contract and Project Manual, that:

a. Bidder has examined and understands the Project Manual and the following Addenda:

Addendum No.	Addendum Date
<u>Addendum#1</u>	<u>July 30th 2021</u>
<u>Addendum#2</u>	<u>August 5th 2021</u>

- b. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- c. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- d. Bidder has carefully studied: 1.) all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which have been identified in the Project Manual; and 2.) all reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Project Manual.
- e. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Project Manual to be employed by Bidder, and safety precautions and programs incident thereto.
- f. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Project Manual.

BIDDERS NAME: Track Utilities LLC

- g. Bidder is aware of the general nature of work to be performed by CCDC and others at the Site that relates to the Work as indicated in the Project Manual.
 - h. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Project Manual, and all additional examinations, investigations, explorations, tests, studies, and data with the Project Manual.
 - i. Bidder has given CCDC written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovered in the Project Manual, and the written resolution thereof by CCDC is acceptable to Bidder.
 - j. The Project Manual is generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
 - k. Bidder is responsible for ascertaining the existence of any addenda and the contents thereto.
- 1.05 Bidder represents that 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 agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over CCDC.
- 1.06 Bidder will complete the Work in accordance with the bid schedule subject to changes as provided in the Contract Documents for the sum given, which includes all labor, materials, equipment, taxes, overhead and profit and incidentals per the Contract Documents. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid Items will be based on actual quantities provided, determined as provided in the Contract Documents.
- Bidder acknowledges that the quantities specified herein for the repairs are approximate and that actual quantities in the field may increase or decrease from the quantities estimated. Bidder hereby agrees to perform all quantities of Work as either increased or decreased, as required by the Project Engineer and in accordance with the provisions of the Contract Documents. The final payment to the Bidder shall be based on the Total Bid Amount and the actual quantities completed (for items that are not lump sum).
- 1.07 In determining the amount proposed by each Bidder, CCDC shall disregard the mathematical errors in addition, subtraction, multiplication and division that appear obvious on the face of the bid. When an item price is required to be set forth in the bid and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times CCDC's estimate of the quantity of work to be performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of CCDC, such a procedure would be inconsistent with the policy of the bid procedure. The total paid for each such item of work shall be based upon the item price and not the total price.
- Should the bid contain only a total price for the item and the item price is omitted, CCDC shall determine the item price by estimated quantities of work to be performed as items of work.
If the bid contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the bid shall be non-responsive.
- 1.08 Bidder agrees that the Work will be substantially completed and fully completed ready for final payment in accordance with General Conditions on or before the dates or within the number of calendar days indicated in the Contract Documents. Bidder accepts the provisions of the Contract as to liquidated damages in the event of failure to complete the Work within the times specified.
- 1.09 Bidder agrees to comply with Idaho Code § 44-1001 through 44-1006 regarding employment of Idaho residents.
- 1.10 The following document is attached to and made a condition of this Bid: 1.) Contractor's Affidavit Concerning Taxes.

Bidder agrees to include with the Bid the names and addresses and Idaho Public Works Contractor License numbers of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract.

BIDDERS NAME: Track Utilities LLC

- 1.11 WAIVER & RELEASE: Bidder has read and fully accepts CCDC's discretion and non-liability as stipulated herein, expressly for, but not limited to, CCDC's decision to proceed with a selection process in response to the Invitation to Bid, including the right in its sole discretion and judgment for whatever reason it deems appropriate, at any time unless contrary to applicable state law, to:
- a. Modify or suspend any and all aspects of the process seeking a contractor to construct Project.
 - b. Obtain further information from any person, entity, or group, including, but not limited to, any person, entity, or group responding to CCDC's Bid Invitation (any such person, entity, or group responding is, for convenience, hereinafter referred to as "Bidder"), and to ascertain the depth of Bidder's capability and experience for construction of Project and in any and all other respects to meet with and consult with any Bidder or any other person, entity, or group.
 - c. Waive any formalities or defects as to form, procedure, or content with respect to its Bid Invitation and any responses by any Bidder thereto.
 - d. Accept or reject any sealed Bid received in response to the Bid Invitation, including any sealed Bid submitted by the undersigned; or select any one submission over another.
 - e. Accept or reject all or any part of any materials, plans, drawings, implementation programs, schedules, phrasings and proposals or statements, including, but not limited to, the nature and type of Bid.

Bidder agrees that CCDC shall have no liability whatsoever, of any kind or character, directly or indirectly, by reason of all or any decision made at the discretion of CCDC as identified above.

SUBCONTRACTORS

CCDC requires the names and addresses of subcontractors to whom work will be awarded, subject to approval of CCDC and Architect, and pursuant to Idaho Code § 67-2310. If such work is not required, Bidder will indicate "Not Applicable" in the list below. In the event that the general (Trade) contractor intends to self-perform the plumbing, HVAC, or electrical work, the general contractor must be properly licensed by the state of Idaho to perform such work. The general (Trade) contractor shall demonstrate compliance with this requirement by listing the valid contractor's license number for the plumbing, HVAC, or electrical work to be self-performed by the general contractor on the bid form.

Failure to name subcontractors as required by Idaho Code shall render any bid submitted unresponsive and void.

Plumbing _____
 Address: _____

 Public Works License No. _____
 Idaho Plumbing Contractors License No. _____

Heating & Air Conditioning _____
 Address: _____

 Public Works License No. _____
 Idaho HVAC Contractors License No. _____

Electrical _____
 Address: _____

 Public Works License No. _____
 Idaho Electrical Contractors License No. _____

BIDDERS NAME: Track Utilities LLC**BID SCHEDULE – Revised July 30, 2021**

All Work, including labor, materials, overhead and profit, bonds, insurance, and any other incidentals required to construct the Project, complete, based on the Estimated Quantities given below, for the Contract Sum listed below and identified as the Total Bid Amount. Bidder shall provide a lump sum or unit price bid amount for each individual item as identified below. Bid shall be awarded on the Total Bid Amount.

	DESCRIPTION	EST QNTY	UNIT	UNIT PRICE	TOTAL
302.4.1.A.1.	ROCK EXCAVATION	500	CY	\$65.25 RR	\$32,625
307.4.1.F.1.	TYPE P SURFACE RESTORATION (ASPHALT ROADWAY)	1,596	LF	\$129.74 RR	\$207,080
308.4.1.A.1.	10"Ø 3/8" THICK STEEL CASING PIPE BORING AND JACKING	78	LF	\$205	\$15,990
706.4.1.G.1.	CONCRETE REPAIR	96	SY	\$382.50 RR	\$36,720
1001.4.1.A.1.	SEDIMENT CONTROL	1	LS	\$6,475.32 RR	\$6,475.32
1103.4.1.A.1.	CONSTRUCTION TRAFFIC CONTROL	1	LS	\$13,000 RR	\$13,000
2010.4.1.A.1.	MOBILIZATION	1	LS	\$0	\$0
SP-1	FIBER OPTIC CONDUIT DUCT BANK	5,504	LF	\$19.50	\$107,328
SP-2a	3'X3'X3' PULL BOX VAULT	12	EA	\$4,694.30	\$56,331.60
SP-2b	6'X6'X6' MANHOLE VAULT	3	EA	\$10,326.20	\$30,978.60
SP-3	CONNECT CONDUIT DUCT BANK TO EXISTING VAULT	4	EA	\$864.61	\$3,458.44
SP-4	LAWN SOD RESTORATION	577	SF	\$15	\$8,655
UPRR	UPRR Flagging Allowance	1	CA	\$4,000	\$4,000
TOTAL BID AMOUNT:					\$ 522,641.96

Bidder agrees to perform all the work for the Production and Gowen Road Utilities Project as described in the Project Manual, including but not limited to the General Requirements, Technical Specifications, Special Provisions, and Drawings prepared by Civil Survey Consultants, Inc. and dated August 2020 and stamped by Engineer November 11, 2020 for the Work; and having examined the Project Location and being familiar with all of the conditions surrounding the proposed Work including availability of materials and labor the undersigned hereby proposed to furnish all labor, materials and supplies as specified, including all expenses incurred in bonding, obtaining insurance; and to perform the Work in accordance with the Contract Documents within the times set forth therein for the total Bid Amount of:

(\$ _____) Dollars, lawful money of the United States.
Five hundred twenty two thousand six hundred forty one and ninety six cents

[Show amounts in both words and figures; in event of discrepancy, the amount in words shall govern.]

BIDDERS NAME: Track Utilities LLC

BID FORM SIGNATURE

SUBMITTED on August 9th, 2021.

X 
SIGNATURE

Roberto Rodriguez
Print Name and Title

Track Utilities LLC
Contractor / Company

441 W Corporate Dr
Address

Meridian, ID 83642
City, State, Zip

015324-AAA-4
Idaho Public Works Contractor License No.

6/30/2022
License Expiration Date

30-0752993
Federal Tax ID #

ROBERTORODRIGUEZ@TRACKUTILITIESLLC.COM
E-mail Address

(208)546-1539
Phone No.

Fax No.

ATTENTION: Did you remember the Contractor's Affidavit Concerning Taxes?

IF CONTRACTOR'S AFFIDAVIT IS NOT INCLUDED, YOUR BID WILL BE CONSIDERED NON-RESPONSIVE.

END OF SECTION 00 41 13

**SECTION 00 45 46 CONTRACTOR'S AFFIDAVIT CONCERNING TAXES
MUST EXECUTE AND SUBMIT WITH BID**

CONTRACTOR'S AFFIDAVIT CONCERNING TAXES

STATE OF Idaho

COUNTY OF ADA

Pursuant to Chapter 15, Title 63, Idaho Code, I the undersigned, being duly sworn, depose and certify that all taxes, excises and license fees due to the State of Idaho and its taxing units, for which I or my property is liable, then due or delinquent, have been paid, or arrangements have been made, before entering into a contract for construction of any public works in the State of Idaho.

Track Utilities, LLC
Contractor / Company

941 S. Industry Way
Address


Meridian, ID 83634
City, State, Zip

X 
Authorized Representative Signature

Joey Schoettger, Controller
Print Name and Title

Subscribed and sworn to before me this 23rd day of July, 2021.




Notary Public
Residing at: ADA County
Commission Expires: April 18, 2022

END OF SECTION 00 45 46