



AGENDA BILL

Agenda Subject: Awarding Contract – Parking Garage Membrane Replacement and Maintenance Project		Date: February 14, 2022
Staff Contact: Aaron Nelson, Parking & Facilities Manager Kathy Wanner, Contracts Manager	Attachments: A. Resolution No. 1742 B. Bid Results C. Bid Received from Consurco, Inc.	
Action Requested: Adopt Resolution No. 1742 awarding the contract for the Parking Garage Membrane Replacement and Maintenance Project to Consurco, Inc.		

Background:

Since FY2009, the Agency has been making major reinvestments to extend the longevity and enhance the appearance of the parking garages in the ParkBOI system. In 2019 the Agency engaged Veritas Material Consulting to conduct non-structural condition assessments of the concrete in the 9th & Main and Capitol & Main Garages. The assessments determined that overall, the concrete surfaces in the garages were in good condition; however, the waterproof membranes in isolated locations on multiple levels need repair. The 9th & Main Garage membrane was repaired in 2011 and the Capitol & Main Garage membrane was last repaired in 2015. The Agency expects the repaired membranes to last 10-12 years; this project will help prevent further damage to the garage structures and surfaces.

The project scope of work includes locating repair areas for new coatings, cutting out any flaking or loose membrane materials, preparing surfaces, and applying new membrane materials.

Agency on-call architectural firm, Hummel Architects, has been assisting with the design, bid specifications, and plans, and will continue with construction administration services through project completion.

Bidding Requirements:

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 Parking Garage Membrane Replacement and Maintenance Project in the *Idaho Statesman* newspaper on December 15 and December 22, 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 (AGC) and Idaho Blueprint as well as to eight (8) separate public works contractors holding the requisite public works license.

Two (2) bids were received by the January 25 deadline:

Company	Total Bid Amount
Consurco, Inc.	\$394,542
John Rohrer Contracting Company	\$649,980

Part of the administrative review process is to verify the responsiveness of the bids. Each bid was submitted in a timely manner and met all required submission criteria, and each bidder has appropriate and valid public works contractor licenses.

Consurco, Inc. submitted the required Bid Form and Contractor's Affidavit Concerning Taxes. Consurco, Inc. submitted some additional bidding paperwork with its bid, but that paperwork was later withdrawn by Consurco, Inc. and was disregarded by the Agency as non-responsive.

As shown above, Consurco, Inc. has submitted the lowest responsive bid.

Fiscal Notes:

The Agency's FY2022 budget identifies sufficient funds for waterproof membrane replacement and maintenance in the 9th & Main and Capitol & Main public parking garages.

Staff Recommendation:

The Board adopt Resolution No. 1742 recognizing Consurco, Inc. as the lowest responsive bidder for the Project and awarding the Parking Garage Membrane Replacement and Maintenance Project to Consurco, Inc. for a Total Bid amount of \$394,542.

Suggested Motion:

I move to adopt Resolution No. 1742 recognizing Consurco, Inc. as the lowest responsive bidder; awarding the Parking Garage Membrane Replacement and Maintenance Project contract to Consurco, Inc. for the total Bid amount of \$394,542; and authorizing the Executive Director to execute the contract and expend funds.

**ATTACHMENT A
RESOLUTION 1742**

RESOLUTION NO. 1742

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 CONSURCO, INC. IS THE QUALIFIED BIDDER WHICH SUBMITTED THE LOWEST BID FOR THE PARKING GARAGE MEMBRANE REPLACEMENT AND MAINTENANCE PROJECT; AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE A PUBLIC WORKS CONSTRUCTION CONTRACT WITH CONSURCO, INC. FOR THE PARKING GARAGE MEMBRANE REPLACEMENT AND MAINTENANCE PROJECT; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL NECESSARY ACTION TO IMPLEMENT THE RESOLUTION INCLUDING THE EXPENDITURE OF FUNDS 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, 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 its Parking Garage Membrane Replacement and Maintenance Project (the "Project") on December 15, 2021, and published the requisite public notice of the Invitation to Bid in the *Idaho Statesman* newspaper on December 15 and December 22, 2021; and,

WHEREAS, the Agency received two (2) sealed bids by the due date and time of 3:00 p.m. on January 25, 2022; and,

WHEREAS, the bids received met all of the required statutory and administrative criteria for submission and the bidders have appropriate and valid public works contractors licenses; and,

WHEREAS, CONSURCO, INC. submitted the lowest responsive bid; and,

WHEREAS, Agency staff recommends to the Board that the contract award for the Project be made to CONSURCO, INC. 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 CONSURCO, INC. was the qualified bidder submitting the lowest responsive bid for the Parking Garage Membrane Replacement and Maintenance Project.

Section 3: That the Executive Director of the Agency is hereby authorized to negotiate and execute a public works construction contract with CONSURCO, INC. for the total bid amount of THREE HUNDRED NINETY-FOUR THOUSAND FIVE HUNDRED FORTY-TWO DOLLARS (\$394,542), consistent with the Board's stated instructions at the February 14, 2022, 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 February 14, 2022, Agency Board Meeting.

Section 4: That the Executive Director is further authorized to expend funds for the total bid amount plus up to 10% of the total bid 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 February 14, 2022. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on February 14, 2022.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Dana Zuckerman, Chair

DocuSigned by:

Dana Zuckerman

EC5DBD8CDA444E9...

ATTEST:

By: _____
Lauren McLean, Secretary

DocuSigned by:

Lauren McLean

D233C7C9F8A44C3...

ATTACHMENT B
BID RESULTS



Parking Garage Membrane Replacement and Maintenance Project
BIDS DUE: JANUARY 25, 2022 - 3:00 PM

Bid Results

CONTRACTOR	PWC License	Addendum #1 Acknowledged	Subcontractor List per Idaho Code § 67-2310	Completed Signed Bid Form	Signed Contractor's Affidavit Concerning Taxes	TOTAL BID AMOUNT
JRCC	012706	Yes	Yes	Yes	Yes	\$649,980.00
Consurco	PWC-C-14819	Yes	Yes	Yes	Yes	\$394,542.00

ATTACHMENT C
BID SUBMITTED BY CONSURCO, INC.

SECTION 00 41 13 BID FORM

BID FORM

PROJECT: PARKING GARAGE MEMBRANE AND MAINTENANCE PROJECT

THIS BID IS SUBMITTED TO:

Capital City Development Corporation
Attn: **PARKING GARAGE MEMBRANE AND MAINTENANCE PROJECT**
Via email: bids@ccdcboise.com

- 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. 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> #1 </u>	<u> 1-18-2022 </u>
<u> </u>	<u> </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.
 - 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.
- 1.5 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.
- 1.6 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.
- 1.7 Bidder agrees to comply with Idaho Code § 44-1001 through 44-1006 regarding employment of Idaho residents.
- 1.8 The following documents are 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.
- 1.9 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

Not Applicable

Address: _____

Public Works License No. _____

Idaho Plumbing Contractors License No. _____

Heating & Air Conditioning

Not Applicable

Address: _____

Public Works License No. _____

Idaho HVAC Contractors License No. _____

Electrical

Not Applicable

Address: _____

Public Works License No. _____

Idaho Electrical Contractors License No. _____

BASE BID - OFFER

Bidder agrees to perform all the work described in the Contract Documents, Drawings and Specifications for the total lump sum bid of:

Three-Hundred ninety four thousand five-hundred forty two dollars and zero cents

(\$ 394,542.00) Dollars, lawful money of the United States.
[Show amount in both words and figures; in event of discrepancy, the amount in words shall govern.]

BID FORM SIGNATURE

SUBMITTED on January 25th, 2022.

X 
SIGNATURE

Jose Chavez Project Manager

Print Name and Title

Consurco

Contractor / Company

621 E. King St., Suite 150
Address

Meridian, ID 83642
City, State, Zip

PWC-C-14819 A-4

Idaho Public Works Contractor License No.

10.31.2022

License Expiration Date

43-1920012

Federal Tax ID #

jose.chavez@consurco.com
E-mail Address

208-608-0531
Phone No.

208-375-4954
Fax No.

ATTENTION: Did you remember the Contractor's Affidavit Concerning Taxes Form?
Contractor's Affidavit Concerning Taxes is **REQUIRED**.

**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.

Consureco Inc
Contractor / Company
621 E King St. #150
Address
Meridian ID 83642
City, State, Zip

x Tim Ling
Authorized Representative Signature
TIM LING
Print Name and Title
VICE PRESIDENT

Subscribed and sworn to before me this 25 day of Jan, 2022

Lora Allen
Notary Public
Residing at: IDAHO
Commission Expires: 11.16.24



END OF SECTION 00 45 46