



## AGENDA BILL

<b>Agenda Subject:</b> Awarding Contract – ParkBOI Handrail and Guardrail -Rebid Project		<b>Date:</b> March 14, 2022
<b>Staff Contact:</b> Aaron Nelson, Parking & Facilities Manager  Kathy Wanner, Contracts Manager	<b>Attachments:</b> A. Resolution No. 1753 B. Bid Results C. Bid Received from Cascade Enterprises, Inc.	
<b>Action Requested:</b> Adopt Resolution No. 1753 awarding the contract for the ParkBOI Handrail and Guardrail - Rebid Project to Cascade Enterprises, 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 June 2019, Hutchinson Smith Architects conducted a building code analysis of the ParkBOI garages to assess compliance with life safety and accessibility requirements. The analysis determined that upgrades to the handrails and cable guardrails in four ParkBOI garages (9<sup>th</sup> & Main, Capitol & Main, Capitol & Myrtle, and 10<sup>th</sup> & Front) were necessary to bring them into compliance with the respective codes.

The ParkBOI Handrail and Guardrail Project (“Project”) scope of work consists of removal of the old railings, fabrication, painting and installation of new handrails, as well as installation of mesh expanded metal to cover spacing on the cable guards. Agency on-call architectural firm Hummel Architects provided the design, bid specifications, and construction plans, and will continue with construction administration services through project completion.

Upon Board approval, Project construction is anticipated to commence in the next several months, contingent upon availability of materials. Work is contracted to be substantially complete 100 days from commencement of construction.

Disruptions to ParkBOI customers are expected to be minimal. The project manual clearly outlines the work restriction requirements and communication guidelines the contractor must follow for the duration of the project.

**Procurement Process:**

The Agency is required to comply with the competitive bidding provisions of chapter 28, title 67, Idaho Code, in its procurement of public works construction. Initial project costs were estimated at under \$200,000 so the Agency conducted an informal bidding process in accordance with Idaho Code § 67-2805(1). The informal bids received on February 2 all exceeded the \$200,000 statutory threshold. The Agency Board formally rejected the bids at its February 14 Board meeting.

State law requires a formal, sealed bid process for public works construction projects exceeding \$200,000 and selection of the lowest responsive bidder. In accordance with Idaho Code § 67-2805(2)(a) the Agency advertised an Invitation to Bid for the Project in the *Idaho Statesman* on February 15 and February 22, 2022. 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 six (6) separate public works contractors.

Two (2) bids were received by the March 3 deadline:

Company	Total Bid Amount
Cascade Enterprises, Inc.	\$397,000
Guho Corp.	\$421,319

The electronically-received bids met all of the required statutory and administrative criteria for submission, and Agency staff confirmed that the two (2) bidders have the appropriate and valid public works contractors' licenses.

Cascade Enterprises, Inc. submitted the lowest responsive bid.

**Fiscal Notes:**

The Agency's FY2022 budget includes sufficient funding for this project.

**Staff Recommendation:**

The Board adopt Resolution No. 1753 recognizing Cascade Enterprises, Inc. as the lowest responsive bidder for the Project and awarding the ParkBOI Handrail and Guardrail -Rebid Project to Cascade Enterprises, Inc. for a Total Bid amount of \$397,000.

**Suggested Motion:**

I move to adopt Resolution No. 1753 recognizing Cascade Enterprises, Inc. as the lowest responsive bidder; awarding the ParkBOI Handrail and Guardrail -Rebid Project contract to Cascade Enterprises, Inc. for the total Bid amount of \$397,000; authorizing the Executive Director to execute the contract and expend funds.

**ATTACHMENT A  
RESOLUTION 1753**

**RESOLUTION NO. 1753**

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 CASCADE ENTERPRISES, INC. IS THE QUALIFIED BIDDER WHICH SUBMITTED THE LOWEST BID FOR THE PARKBOI HANDRAILS AND GUARDRAILS PROJECT-REBID; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE A PUBLIC WORKS CONSTRUCTION CONTRACT WITH CASCADE ENTERPRISES, INC. FOR THE PARKBOI HANDRAILS AND GUARDRAILS PROJECT-REBID; AUTHORIZING THE AGENCY 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, a 2019 building code analysis of the Agency's ParkBOI garages found that upgrades to the handrails and guardrails in four (4) ParkBOI garages were necessary to bring them into compliance with life safety and accessibility code requirements (the "Project"); and,

WHEREAS, the Agency is required to comply with the competitive bidding provisions of chapter 28, title 67, Idaho Code, in its procurement of public works construction; and,

WHEREAS, initial Project costs were estimated at under \$200,000, allowing the Agency to conduct an informal bidding process in accordance with Idaho Code § 67-2805(1); and,

WHEREAS, after informal bids were received on February 2, 2022 which exceeded the \$200,000 statutory threshold, the Agency Board on February 14, 2022 formally rejected the bids; 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 rebid the Project in accordance with the formal bidding procedures required by Idaho Code § 67-2805(2)(a); and,

WHEREAS, the Agency issued an Invitation to Bid for its ParkBOI Handrails and Guardrails Project-Rebid on February 15, 2022, and published the requisite public notice of the Invitation to Bid in the *Idaho Statesman* newspaper on February 15 and February 22, 2022; and,

WHEREAS, the Agency received two (2) sealed bids by the due date and time of 3:00 p.m. on March 3, 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, Cascade Enterprises, Inc. submitted the lowest responsive bid; and,

WHEREAS, Agency staff recommends to the Board that the contract award for the Project be made to Cascade Enterprises, 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 Cascade Enterprises, Inc. was the qualified bidder submitting the lowest responsive bid for the ParkBOI Handrails and Guardrails Project - Rebid.

Section 3: That the Agency Executive Director is hereby authorized to negotiate and execute a public works construction contract with CASCADE ENTERPRISES, INC. for the total bid amount of THREE HUNDRED NINETY-SEVEN THOUSAND AND 00/100 DOLLARS(\$397,000), consistent with the Board's stated instructions at the March 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 March 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 March 14, 2022. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on March 14, 2022.

URBAN RENEWAL AGENCY OF BOISE CITY

DocuSigned by:  
By: Commissioner Latonia Haney Keith  
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Latonia Haney-Keith, Vice Chair

ATTEST:

DocuSigned by:  
By: Commissioner Lauren McLean  
50B12385212C424...  
Lauren McLean, Secretary

**ATTACHMENT B**  
**BID RESULTS**



**ParkBOI Handrail Guardrail Replacement Project - Rebid**

**BIDS DUE: MARCH 3, 2022 - 3:00 PM**

**Bid Results**

CONTRACTOR	PWC License	Subcontractor List per Idaho Code § 67-2310	Completed Signed Bid Form	Signed Contractor's Affidavit Concerning Taxes	TOTAL BID AMOUNT
Cascade Enterprises, Inc.	003516-U-1-3-4	Yes	Yes	Yes	\$397,000.00
Guho Corp	PWC-C-12569-U-1-2-3-5	Yes	Yes	Yes	\$421,319.00

**ATTACHMENT C  
BID SUBMITTED BY  
CASCADE ENTERPRISES, INC.**



**SECTION 00 41 13 BID FORM****BID FORM****PROJECT: PARKBOI HANDRAILS AND GUARDRAILS REPLACEMENT PROJECT - REBID**

THIS BID IS SUBMITTED TO:

Capital City Development Corporation

Attn: **PARKBOI HANDRAILS AND GUARDRAILS REPLACEMENT PROJECT - REBID**Via email: [bids@ccdcb Boise.com](mailto:bids@ccdcb Boise.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

N/A

- 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.**

<b>Plumbing</b>	Cascade Enterprises, INC.
Address:	8067 W. Mossy Cup St., Boise ID 83709
Public Works License No.	003516-U-1-3-4
Idaho Plumbing Contractors License No.	C-12658
<b>Heating &amp; Air Conditioning</b>	Cascade Enterprises, INC.
Address:	8067 W. Mossy Cup St., Boise, ID 83709
Public Works License No.	003516-U-1-3-4
Idaho HVAC Contractors License No.	C-5181
<b>Electrical</b>	AME Electric, Inc.
Address:	3621 Arthur St., Caldwell, ID 83605
Public Works License No.	11544-U-4
Idaho Electrical Contractors License No.	C-2854

**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 and ninety seven thousand <sup>9</sup>/<sub>10</sub>

(\$ 397,000.00 ) 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 March 3rd, 2022.

X

SIGNATURE

Joseph Hendricks President

Print Name and Title

Cascade Enterprises

Contractor / Company

8067 W. Mossy Cup St.

Address

Boise, ID 83709

City, State, Zip

003516-U-1-3-4

Idaho Public Works Contractor License No.

10/31/2022

License Expiration Date

33-1148555

Federal Tax ID #

bidding@cascade-enterprises.com

E-mail Address

208-343-4009

Phone No.

208-343-4838

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**

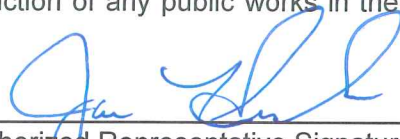
**CONTRACTOR'S AFFIDAVIT CONCERNING TAXES**

STATE OF Idaho

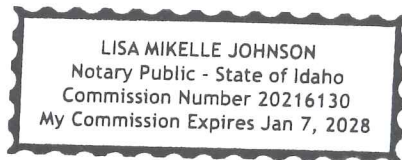
COUNTY OF Ada

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.

Cascade Enterprises  
Contractor / Company  
8067 W. Mossy Cup St.  
Address  
Boise, ID 83709  
City, State, Zip

X   
Authorized Representative Signature  
Joseph Hendricks President  
Print Name and Title

Subscribed and sworn to before me this 3<sup>rd</sup> day of March, 2022.



Lisa M Johnson  
Notary Public  
Residing at: City of Boise, County of Ada, State of Idaho  
Commission Expires: JAN 7<sup>th</sup> 2028

**END OF SECTION 00 45 46**



Brad Little  
Governor

State of Idaho  
Division of Building Safety  
PUBLIC WORKS CONTRACTORS LICENSING  
CONTRACTOR

003516 - UNLIMITED - 1-3-4  
License Number

08/20/2009

Original License Issued

Categories: 02240, 02310, 02500, 02810, 02820, 05090, 05100, 05700, 11001, 15100, 15400, 15510, 15600, 15700, 02220, 11200

This is to certify that

**CASCADE ENTERPRISES, 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: 10/31/2022

  
Licensee Signature

  
Ron Whitney, Administrator



CASCADE ENTERPRISES INC AUTHORISED SIGNATORY EVIDENCE FOR

NAME OF PARTICIPANT: CASCADE ENTERPRISES, INC

EFFECTIVE AS FROM: 12/29/2010

Name of Authorized Signatory: Joseph Hendricks

(Sign here: )

[I/We] hereby certify:

- (i) that the signatures contained on this form are authentic and are true copies of those named;
- (ii) that any of the persons listed above acting singly are duly authorized to sign any and all documentation (as required) for and on behalf of Cascade Enterprises, Inc., and that the persons listed above have full authority to bind the Participant in accordance with the Participant's internal corporate governance or board approvals;
- (iii) that [I/we] are authorized signatories on behalf of the Participant and have the relevant authority (delegated or otherwise) to complete this form for and on behalf of the Participant.

Joseph E. Hendricks

President, Cascade Enterprises, Inc.

Signature:  Date: 11/13/19

Sandi Temple

Secretary, Cascade Enterprises, Inc.

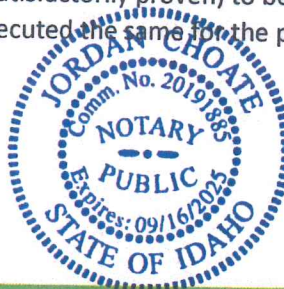
Signature:  Date: 11/13/19

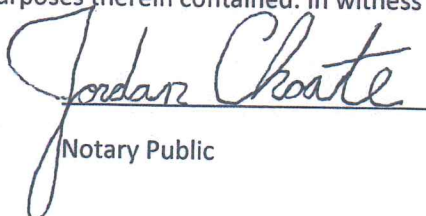
State of Idaho)

)SS:

County of Ada)

On this, the 13<sup>th</sup> day of November, 2019, before me a notary public, the undersigned officer, personally appeared Joseph Hendricks, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained. In witness hereof, I hereunto set my hand and official seal.



  
Notary Public