



AGENDA BILL

Agenda Subject: Award Contract - 10 th & Front Garage Waterproofing Repairs – Phase 2 Project		Date: July 10, 2023
Staff Contact: Aaron Nelson, Parking & Facilities Manager Kathy Wanner, Contracts Manager	Attachments: A. Resolution 1826 B. Bid Results C. Bid Received from Sawtooth Caulking, Inc.	
Action Requested: Adopt Resolution 1826 awarding the contract for the 10 th & Front Garage Waterproofing Repairs – Phase 2 Project to Sawtooth Caulking, Inc.		

Background:

The 10th & Front Garage was completed in 1979 and is the oldest garage in the CCDC/ParkBOI system. Structural assessments in 2017 revealed deterioration of the concrete and underlying steel reinforcement due to chloride infiltration. Since then, the Agency has undertaken a series of rehabilitation projects on various levels of the garage, including the significant partial and full depth repairs last year on level 2. In December 2022 the Board approved the contract for the next phase of partial depth repairs on level 4. Those repairs are currently in progress and once complete, a waterproofing membrane must be applied to prevent future water and chloride intrusion into the concrete. The waterproofing membrane will be installed over the entirety of level 4 and select minor repair locations on other levels. The membrane application will add 15-20 years of service life where applied.

Procurement 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 10th & Front Garage Waterproofing Repairs – Phase 2 Project in the Idaho Statesman newspaper on May 31 and June 7, 2023. In an effort to receive as many competitive bids as possible, a notice was also emailed to the plan room at the Idaho Association of General Contractors as well as to five (5) separate public works contractors holding the requisite public works license.

Two (2) bids were received by the June 22 deadline:

- Sawtooth Caulking, Inc. \$261,560
- Consurco, Inc. \$302,929

The two bidders met all required submission criteria, and each bidder has appropriate and valid public works contractor licenses.

Fiscal Notes:

The Agency's FY2024 budget includes sufficient funding for this project.

Staff Recommendation:

The Board adopt Resolution 1826 recognizing Sawtooth Caulking, Inc. as the lowest responsive bidder for the Project and awarding the 10th & Front Garage Waterproofing Repairs – Phase 2 Project to Sawtooth Caulking, Inc. for the total amount of \$261,560.

Suggested Motion:

I move to adopt Resolution 1826 recognizing Sawtooth Caulking, Inc. as the lowest responsive bidder; awarding the 10th & Front Garage Structural Concrete Repairs – Phase 2 Project to Sawtooth Caulking, Inc. for a total amount of \$261,560; and authorizing the Executive Director to execute the contract and expend funds.

RESOLUTION NO. 1826

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 SAWTOOTH CAULKING, INC. SUBMITTED THE LOWEST RESPONSIVE BID FOR THE 10TH & FRONT GARAGE WATERPROOFING REPAIRS – PHASE 2 PROJECT; AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE A PUBLIC WORKS CONSTRUCTION CONTRACT BETWEEN THE AGENCY AND SAWTOOTH CAULKING, INC. TO UNDERTAKE AND COMPLETE THE 10TH & FRONT GARAGE WATERPROOFING REPAIRS – PHASE 2 PROJECT; AUTHORIZING 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, the Agency owns and operates the ParkBOI Public Parking System (“ParkBOI”) in downtown Boise, which includes the 10th & Front Parking Garage; and,

WHEREAS, it is in the public interest to conduct periodic major maintenance of the ParkBOI garages to extend their longevity and enhance their appearance; and,

WHEREAS, the Agency has the need to remove and replace the waterproofing membrane in select locations in its 10th & Front Garage; 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 10th & Front Garage Waterproofing Repairs - Phase 2 Project (the “Project”) on May 31, 2023, and published the requisite public notice of the Invitation to Bid in the *Idaho Statesman* newspaper on May 31 and June 7, 2023; 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, the Agency received two (2) sealed bids by the due date and time of 3:00 p.m. on June 22, 2023; and,

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

WHEREAS, the bid received from Sawtooth Caulking, Inc. in the amount of TWO HUNDRED SIXTY-ONE THOUSAND FIVE HUNDRED SIXTY DOLLARS (\$261,560) was the lowest responsive bid submitted; and,

WHEREAS, the Agency recommends the Agency Board award the construction contract for the Project to Sawtooth Caulking, Inc. as the lowest responsive bidder; and,

WHEREAS, the Agency Board finds it in the best public interest to award the construction contract to Sawtooth Caulking, Inc. to complete the Project for the bid amount and to authorize the Agency Executive Director to execute a public works construction contract with Sawtooth Caulking, Inc., for same.

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 on June 22, 2023, Sawtooth Caulking, Inc. submitted the lowest responsive bid for the 10th & Front Garage Waterproofing Repairs – Phase 2 Project.

Section 3: That the Agency Executive Director is hereby authorized to execute a public works construction contract with Sawtooth Caulking, Inc. for the total bid amount of TWO HUNDRED SIXTY-ONE THOUSAND FIVE HUNDRED SIXTY DOLLARS (\$261,560), consistent with the Agency Board's stated instructions at the July 10, 2023, 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 July 10, 2023, Agency Board Meeting.

Section 4: That the Agency Executive Director is authorized to expend funds for the total bid amount of \$261,560 plus up to 10% of that amount for construction contingencies if determined necessary in his best judgement.

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 July 10, 2023. Signed by the Vice Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on July 10, 2023.

DocuSigned by:
URBAN RENEWAL AGENCY OF BOISE CITY
John Stevens
1E38EEDA192D43C...

By: _____
John Stevens, Vice Chair

ATTEST:

DocuSigned by:
Joey Chen
FBEAB2DC2519406...

By: _____
Joey Chen, Secretary Pro Tem

SECTION 00 41 13 BID FORM

BID FORM

PROJECT: 10TH & FRONT GARAGE WATERPROOFING REPAIRS PHASE 2 PROJECT

THIS BID IS SUBMITTED TO:

Capital City Development Corporation
Attn: **10th & Front Garage Waterproofing Repairs Phase 2 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, 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
#1	6/8/2023
_____	_____

- 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 will complete the Work in accordance with the Contract Documents for the lump sum given, which includes all taxes. Unit prices have been computed in accordance with the General Conditions. 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.
- 1.7 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.
- 1.8 Bidder agrees to comply with Idaho Code § 44-1001 through 44-1006 regarding employment of Idaho residents.
- 1.9 The following documents are attached to and made a condition of this Bid: 1.) Unit Prices Form and 2.) 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.
- 1.10 **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 Engineer, 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

n/a

Address:

Public Works License No.

Idaho Plumbing Contractors License No.

Heating & Air Conditioning

n/a

Address:

Public Works License No.

Idaho HVAC Contractors License No.

Electrical

n/a

Address:

Public Works License No.

Idaho Electrical Contractors License No.

BASE BID - OFFER

Bidder agrees to perform all the work for the 10th & Front Garage Waterproofing Repairs – Phase 2 Project as described in the Project Manual and Technical Specifications dated May 31, 2023, and Drawings prepared and stamped by Desman, Inc. on May 23, 2023 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 propose 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 lump sum bid of:

Two Hundred Sixty One Thousand Five Hundred Sixty Dollars and No/100

(\$ 261,560.00) 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 6/21/, 2023.

Dan Ficker
SIGNATURE

Digitally signed by Dan Ficker
DN: C=US, E=dan@sawtoothcaulking.com,
O=Sawtooth Caulking.com, CN=Dan Ficker
Date: 2023.06.21 07:19:33-07'00'

Daniel Ficker
Print Name and Title

Sawtooth Caulking, Inc.
Contractor / Company

1445 NE Miller St, Bldg C1
Address

McMinnville, OR 97128
City, State, Zip

RCE-16051 051774-C-4
Idaho Public Works Contractor License No.

05/16/2024
License Expiration Date

82-0523593
Federal Tax ID #

dan@sawtoothcaulking.com
E-mail Address

503-864-3335
Phone No.

n/a
Fax No.

ATTENTION: Did you remember the Unit Prices Bid Form and Contractor's Affidavit Concerning Taxes?

- Unit Prices Bid Form completed and signed is **REQUIRED**.
- Contractor's Affidavit Concerning Taxes is **REQUIRED**.

IF UNIT BID PRICES AND CONTRACTOR'S AFFIDAVIT ARE NOT INCLUDED, YOUR BID WILL BE CONSIDERED NON-RESPONSIVE.

END OF SECTION 00 41 13

SECTION 00 43 22 UNIT PRICES BID FORM
EXECUTE AND SUBMIT WITH BID

UNIT PRICES

All Bidders must provide unit prices for the items listed below. These unit prices apply to and shall be the same for Base Bid and any subsequent and approved Change Orders. Change Order unit prices for quantities in excess of the ranges stated below are subject to negotiation between CCDC and Contractor.

Schedule A: Change Order Unit Prices			
Item	Amount	Unit of Measure	Basis of Amount
All work required to furnish materials, prepare and install new traffic bearing waterproofing membrane per specifications.	\$8.10	SF	0 - 100

SUBMITTED on 6/21, 2023.

X Dan Ficker
Digitally signed by Dan Ficker
 DN: C=US, E=dan@sawtoothcaulking.com,
 O=Sawtooth Caulking.com, CN=Dan Ficker
 Date: 2023.06.21 07:19:54 -0700
 SIGNATURE

Daniel Ficker/ PM-Estimator

Print Name and Title

Sawtooth Caulking, Inc.

Contractor / Company

1445 NE Miller St

Address

McMinnville, OR 97128

City, State, Zip

RCE-16051 051774-C-4

Idaho Public Works Contractor License No.

5/16/2024

License Expiration Date

82-0523593

Federal Tax ID #

Dan@sawtoothcaulking.com

E-mail Address

503-864-3335

Phone No.

Fax No.

END OF SECTION 00 43 22

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

CONTRACTOR'S AFFIDAVIT CONCERNING TAXES

STATE OF Oregon

COUNTY OF Yamhill

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.

Sawtooth Caulking Inc
Contractor / Company

1445 NE Miller St Cl
Address

McMinnville OR 97128
City, State, Zip

X Reba Kaye Stoller
Authorized Representative Signature

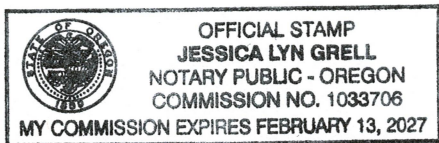
Reba Stoller, CFO; Sec/Treas
Print Name and Title

Subscribed and sworn to before me this 21st day of June, 2023.

Jessica Grell
Notary Public

Residing at: McMinnville

Commission Expires: 02/13/27



END OF SECTION 00 45 46



Brad Little
Governor

State of Idaho
Division of Occupational and Professional Licenses
PUBLIC WORKS CONTRACTORS LICENSING
CONTRACTOR

051774 - AA - 4
License Number

02/23/2021
Original License Issued

Categories: 18600, 07920, 04900, 15550, 09960, 07100

This is to certify that
SAWTOOTH CAULKING 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: 03/31/2024

Debra Kaye Spiller
Licensee Signature
CFO, Sec Treas

Russell S. Barron
Russell Barron, Administrator