



**AGENDA BILL**

<b>Agenda Subject:</b> Award Contract Capitol & Myrtle Garage Elevator Modernization		<b>Date:</b> April 8, 2024
<b>Staff Contact:</b> Aaron Nelson, Parking & Facilities Manager  Kathy Wanner, Contracts Manager	<b>Attachments:</b> A. Resolution No. 1865 B. Bid Results C. Bid Received from Barrier Building, Inc.	
<b>Action Requested:</b> Adopt Resolution No. 1865 awarding the Public Works contract for the Capitol & Myrtle Garage Elevator Modernization Project to Barrier Building, Inc.		

**Background:**

The 340-space Capitol & Myrtle Parking Garage was constructed in 2004. The garage is connected to the Hampton Inn Hotel and accommodates parking for all occupants of the hotel, as well as customers of nearby restaurants and shops, office space, theater, and music venues.

The Capitol & Myrtle Garage has one general use elevator with adjacent stairwells accessing Myrtle Street and Broad Street. The estimated life cycle of a traction elevator is 15-20 years with good maintenance and protection from the environment. This elevator has been in service for 20 years without any significant upgrades since the original installation. Additionally, while the elevator does comply with safety codes in effect at the time of installation, they do not comply with the current codes (ANSI/ASME A17.1.2016) adopted in 2016.

Design plans to modernize the elevator started back in 2023 due to several maintenance issues with the main system controls. On January 17, 2024, a fire sprinkler water line inside the stairwell burst causing water to flow into the elevator pit and resulted in catastrophic damage to the elevator drive motor and electrical components. Due to the age and model of the elevator, parts are now obsolete.

The Agency has two options in this situation: replacement or modernization. Replacement typically costs three times as much as modernization and takes up to three times longer. The modernization repairs have a lifespan as long as new elevators. The Agency recommends modernization which is essentially a full replacement of all current essential system components and brings the elevator up to the current 2016 code for elevators.

Modernization will achieve the following:

1. Bring elevator into compliance with building and personal safety code requirements, including fire safety, seismic safety, and passenger protection.
2. Improve operation and performance, including reduced maintenance time and cost due to the current equipment being obsolete, savings on electrical power, and longer life of retained equipment.
3. Improve appearance and user experience through new button controls and elevator cab ceiling lighting.

Agency on-call structural engineer, Jacobs Engineering Group, Inc. has been assisting with the design, bid specifications, and plans, and will continue with construction administration services through project completion.

**Proposed Improvements:**

- Construction of new climate-controlled elevator control room within existing elevator lobby to house essential elevator electrical and mechanical equipment
- New electronic motor and drive/gear box
- Circuit boards and other electrical components
- Elevator traction system
- Safety devices

**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 Capitol & Myrtle Garage Elevator Modernization Project in the *Idaho Statesman* on February 9 and 16, 2024. In an effort to receive as many competitive bids as possible, a notice also was emailed to the plan room at the Idaho Association of General Contractors as well as to fourteen (14) separate general contractors. A non-mandatory pre-bid meeting was held on February 20, 2024. Six contractors attended the pre-bid meeting.

Four (4) bids were received by the March 13 deadline:

<b>Company</b>	<b>Total Bid Amount</b>
Barrier Building, Inc.	\$430,000
ESI	\$453,990
EKC	\$457,000
Wright Brothers, The Building Company	\$541,789

Each bid was submitted in a timely manner and met all required submission criteria; each bidder has appropriate and valid public works contractor licenses. Barrier Building, Inc. submitted the lowest responsive bid.

**Fiscal Notes:**

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

**Staff Recommendation:**

Adopt Resolution No. 1865 recognizing Barrier Building, Inc. as the lowest responsive bidder for the Project and awarding the Capitol & Myrtle Garage Elevator Modernization Project to Barrier Building, Inc. for a Total Bid amount of \$430,000.

**Suggested Motion:**

I move to adopt Resolution No. 1865 recognizing Barrier Building, Inc. as the lowest responsive bidder; awarding the Capitol & Myrtle Garage Elevator Modernization Project contract to Barrier Building, Inc. for the total Bid amount of \$430,000; and authorizing the Executive Director to execute the contract and expend funds.

**ATTACHMENT A**  
**RESOLUTION 1865**

**RESOLUTION NO. 1865**

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 BARRIER BUILDING, INC. IS THE QUALIFIED BIDDER WHICH SUBMITTED THE LOWEST RESPONSIVE BID FOR THE CAPITOL & MYRTLE GARAGE ELEVATOR MODERNIZATION PROJECT; AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE A PUBLIC WORKS CONSTRUCTION CONTRACT WITH BARRIER BUILDING, INC. FOR THE CAPITOL & MYRTLE GARAGE ELEVATOR MODERNIZATION 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, 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 Capitol & Myrtle Garage Elevator Modernization Project (the "Project") on February 9, 2024, and published the requisite public notice of the Invitation to Bid in the *Idaho Statesman* newspaper on February 9 and 16, 2024; and,

WHEREAS, the Agency received four (4) sealed bids by the due date and time of 3:00 p.m. on March 13, 2024; 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 contractor licenses; and,

WHEREAS, Barrier Building, Inc. submitted the lowest responsive bid; and,

WHEREAS, Agency staff recommends to the Board that the contract award for the Project be made to Barrier Building, Inc. 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 Barrier Building, Inc. was the qualified bidder submitting the lowest responsive bid for the Capitol & Myrtle Garage Elevator Modernization Project.

Section 3: That the Executive Director of the Agency is hereby authorized to negotiate and execute a public works construction contract with Barrier Building, Inc. for the total bid amount of FOUR HUNDRED THIRTY THOUSAND AND 00/100 DOLLARS (\$430,000), consistent with the Board's stated instructions at the April 8, 2024, 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 April 8, 2024, Agency Board Meeting.

Section 4: That the Executive Director is further authorized to expend funds for the total bid amount plus up to 11% 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 April 8, 2024. Signed by the Chair of the Agency Board of Commissioners and attested by the Vice Chair to the Agency Board of Commissioners on April 8, 2024.

URBAN RENEWAL AGENCY OF BOISE CITY

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

ATTEST:

By: DocuSigned by: John Stevens  
1E39FEDA182D43C...  
John Stevens, Vice Chair

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





**ATTACHMENT C**  
**BID RECEIVED FROM BARRIER BUILDING, INC.**

**SECTION 00 41 13 BID FORM****BID FORM****PROJECT: CAPITOL & MYRTLE GARAGE - ELEVATOR MODERNIZATION PROJECT**

THIS BID IS SUBMITTED TO:

Capital City Development Corporation  
 Attn: **CAPITOL & MYRTLE GARAGE - ELEVATOR MODERNIZATION PROJECT**  
 Via email: [bids@ccdcboise.com](mailto: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
<u>1</u>	<u>2/23/24</u>
<u>2</u>	<u>2/27/24</u>
<u>3</u>	<u>3/1/24</u>
<u>4</u>	<u>3/5/24</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, if any, 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.
- 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.) 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 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>	<u>Integrity Plumbing</u>
Address:	<u>4910 W Outlook Ave.</u>
	<u>Boise, ID 83703</u>
Public Works License No.	<u>PW-059975-D</u>
Idaho Plumbing Contractors License No.	<u>PLM-018000</u>
<b>Heating &amp; Air Conditioning</b>	<u>Paige Mechanical</u>
Address:	<u>PO Box 170360</u>
	<u>Boise, ID 83717</u>
Public Works License No.	<u>PWC-C-16671-AAA-4</u>
Idaho HVAC Contractors License No.	<u>HVC-C-C-2876</u>
<b>Electrical</b>	<u>Copperhead Electric</u>
Address:	<u>7710 W Mojave Dr.</u>
	<u>Boise, ID 83704</u>
Public Works License No.	<u>C-035361</u>
Idaho Electrical Contractors License No.	<u>026565</u>

**BASE BID - OFFER**

Bidder agrees to perform all the work for the Capitol & Myrtle Garage Elevator Modernization Project as described in the Project Manual and Technical Specifications dated February 9, 2024, and Drawings prepared and stamped by Jacobs, Inc. on October 10, 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:

Four Hundred Thirty Thousand

(\$ 430,000.00) Dollars, lawful money of the United States.

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

**INTERIM ELEVATOR PREVENTIVE MAINTENANCE**

Bidder shall provide pricing for Interim Elevator Preventative Maintenance. Elevator shall switch over to new maintenance contract and shall be bound by the terms in that full maintenance agreement 14 20 10. This cost is not included in the Base Bid.

Price per month: \$ 0

The Warranty Elevator Preventive Maintenance shall be for a one (1) year period. Twenty-four (24) hours a day, seven (7) days a week. Callbacks are included in the Warranty Elevator Preventive Maintenance at no additional cost to the Owner. Owner will not be charged for maintenance while elevator is taken out of service for modernization.

**WARRANTY ELEVATOR PREVENTIVE MAINTENANCE**

Bidder shall provide the Elevator with a 12-month warranty period to cover product deficiencies and failure at no additional cost to owner. The existing terms in the current Full maintenance agreement 14 20 10 shall apply to warranty period and after warranty period expires. This cost is not included in the Base Bid.

Warranty Preventive Maintenance will commence when the elevator has been accepted by the Owner, Elevator Inspector and Elevator Consulting Services, Inc., which also includes the Elevator Contractor's completion of all punch list items required by the Elevator Inspector and Elevator Consulting Services, Inc.

Price per month: \$ 650.00

The Warranty Elevator Preventive Maintenance shall be for a one (1) year period. Twenty-four (24) hours a day, seven (7) days a week. Callbacks are included in the Warranty Elevator Preventive Maintenance at no additional cost to the Owner.

**FULL-SERVICE MAINTENANCE**

Bidder agrees to provide the full-service maintenance of Elevator as specified in the included contract specifications 14 20 10. Full-service maintenance to begin immediately upon the conclusion of the one-year warranty period.

Price for two-year term, plus three one-year renewal options.

Price per month Year 1: \$ 700.00

Price per month Year 2: \$ 700.00

**BID FORM SIGNATURE**

SUBMITTED on March 13, 2024.

X Brett Barrier

SIGNATURE

Brett Barrier - President

Print Name and Title

Barrier Building, Inc.

Contractor / Company

6893 Supply Way

Address

Boise, ID 83716

City, State, Zip

031173-AAA-1-3

Idaho Public Works Contractor License No.

7/31/24

License Expiration Date

47-2868582

Federal Tax ID #

brett@barrierbuilding.com

E-mail Address

(208) 320-7716

Phone No.

Fax No.

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

- 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

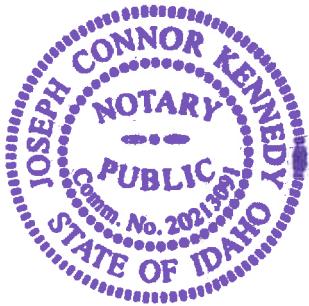
COUNTY OF Ada

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.

Barrier Building, Inc.  
Contractor / Company  
6893 Supply Way  
Address  
Boise, ID 83716  
City, State, Zip

X *Brett Barrier*  
Authorized Representative Signature  
Brett Barrier - President  
Print Name and Title

Subscribed and sworn to before me this 29<sup>th</sup> day of February, 2024.



*Joseph Connor Kennedy*  
Notary Public  
Residing at: Boise  
Commission Expires: 6-24-27

END OF SECTION 00 45 46