



AGENDA BILL

Agenda Subject: Award Contract: Boise City Canal Multi-Use Pathway, 3rd Street to Broadway Avenue Project		Date: August 28, 2024
Staff Contact: Kathy Wanner Contracts Manager	Attachments: <ol style="list-style-type: none"> 1. Resolution No. 1891 2. Bid Results 3. Bid Received from Wright Brothers, The Building Company, Eagle LLC 	
Action Requested: Adopt Resolution No. 1891 awarding the Boise City Canal Multi-Use Pathway, 3rd Street to Broadway Avenue Project to Wright Brothers, The Building Company, Eagle LLC.		

Fiscal Notes:

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

Background:

The Boise City Canal Multi-Use Pathway, 3rd Street to Broadway Avenue Project (“Project”) will create a multi-use pathway connecting users from 3rd Street to Broadway Avenue that will serve as a safe and convenient thoroughfare for cyclists and pedestrians.

In advance of inviting bids for the project, the Agency conducted a pre-qualification process for public works contractors in accordance with Idaho Code § 67-2805(2)(b). On July 16, 2024, the Agency Board adopted Resolution No. 1884 prequalifying Guho Corp., Knife River Corporation – Mountain West, LaRiviere, Inc., and Wright Brothers, The Building Company, Eagle LLC, as eligible to submit competitive bids for the Project.

The Agency issued a Project Manual with Invitation to Bid on July 23, 2024, which invited sealed bids from the five (5) prequalified companies. Three (3) bids were received by the August 19, 2024 deadline.

Company	Bid Amount
Wright Brothers, The Building Company, Eagle LLC	\$2,385,935
LaRiviere, Inc.	\$2,715,000
Knife River Corporation – Mountain West	\$5,342,644

All bids were submitted in a timely manner and met all required submission criteria; all bidders have appropriate and valid public works contractor licenses. Wright Brothers, The Building Company, Eagle LLC was the lowest responsive bidder with a bid amount of \$2,385,935.

Staff Recommendation:

Staff recommends the Agency Board adopt Resolution 1891 recognizing Wright Brothers, The Building Company as the lowest responsive bidder, and awarding the Boise City Canal Multi-Use Pathway, 3rd Street to Broadway Avenue Project to Wright Brothers, The Building Company, Eagle LLC for a total bid amount of \$2,385,935, and authorizing the Executive Director to negotiate and execute the contract and to expend funds as set forth in the resolution.

Suggested Motion:

I move to adopt Resolution No. 1891 awarding the construction contract for the Boise City Canal Multi-Use Pathway, 3rd Street to Broadway Avenue Project to Wright Brothers, The Building Company, Eagle LLC for the Bid amount of \$2,385,935 and authorizing the Executive Director to take all necessary steps to negotiate and execute the contract, and to expend funds as set forth in the resolution.

ATTACHMENT 1
RESOLUTION 1891

RESOLUTION NO. 1891

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 WRIGHT BROTHERS, THE BUILDING COMPANY, EAGLE LLC SUBMITTED THE LOWEST RESPONSIVE BID FOR THE BOISE CITY CANAL MULTI-USE PATHWAY, 3RD STREET TO BROADWAY AVENUE PROJECT; AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE A PUBLIC WORKS CONSTRUCTION CONTRACT BETWEEN THE AGENCY AND WRIGHT BROTHERS, THE BUILDING COMPANY, EAGLE LLC TO UNDERTAKE AND COMPLETE THE BOISE CITY CANAL MULTI-USE PATHWAY, 3RD STREET TO BROADWAY AVENUE 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)(b) provides for a two-stage process for procurement of public works construction, which includes:

- Stage 1: Allows public agencies to establish preliminary supplemental qualifications for purposes of prequalifying licensed public works contractors prior to a competitive bidding process, and
- Stage 2: Invites competitive bids only from licensed public works contractors that have been prequalified at Stage 1; and,

WHEREAS, Idaho Code § 67-2805(2)(b) allows a political jurisdiction to examine a public works contractor's qualifications related to:

- Demonstrated technical competence
- Experience constructing similar facilities
- Prior experience with the political subdivision
- Availability of resources, equipment, and personnel
- Overall performance history; and,

WHEREAS, the Agency issued a Request for Qualifications ("RFQ") from licensed public works contractors for the Boise City Canal Multi-Use Pathway, 3rd Street to Broadway Avenue

Project on May 21, 2024, and published notice of the RFQ in the *Idaho Press Tribune* newspaper on May 21 and 28, 2024; and,

WHEREAS, seven (7) construction companies provided an SOQ by the June 20, 2024, deadline: Bricon, Inc., Guho Corp., Hawkeye Builders, Inc., Knife River Corporation – Mountain West, LaRiviere, Inc., Sunnyridge Construction, LLC, and Wright Brothers, The Building Company, Eagle LLC; and,

WHEREAS, Agency staff examined the seven (7) SOQs and, based on the information provided, found that Bricon, Inc., Guho Corp., Knife River Corporation – Mountain West, LaRiviere, Inc., and Wright Brothers, the Building Company, Eagle LLC, provided sufficient information regarding the pre-qualification criteria stated in the RFQ; and,

WHEREAS, Agency staff examined the SOQ from Hawkeye Builders, Inc., and found that the company was not eligible to be pre-qualified because the company did not provide adequate details and information to demonstrate the experience required; and,

WHEREAS, Agency staff examined the SOQ from Sunnyridge Construction, LLC and found the company was not eligible to be pre-qualified because they did not provide a relevant project with a bid amount of at least \$450,000; and,

WHEREAS, the Board adopted Resolution No. 1884 on July 16, 2024, prequalifying Bricon, Inc., Guho Corp, Knife River – Mountain West, LaRiviere Inc., and Wright Brothers, The Building Company, Eagle LLC, as eligible to submit competitive bids for the Project; and,

WHEREAS, the Agency issued a Project Manual with Invitation to Bid for the Project on July 23, 2024, which invited sealed bids from the five (5) prequalified companies; and,

WHEREAS, since the Invitation to Bid was preceded by a prequalification process, no public notice was required or published regarding this Invitation to Bid; and,

WHEREAS, the Agency received three (3) sealed bids in accordance with Idaho Code § 67-2805(2)(b) by the due date and time of 3:00 p.m. on August 19, 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 contractors licenses; and,

WHEREAS, Wright Brothers, The Building Company, Eagle LLC submitted the lowest responsive bid; and,

WHEREAS, Agency staff recommends to the Board that the contract award for the Boise City Canal Multi-Use Pathway, 3rd Street to Boise Avenue Project be made to Wright Brothers, The Building Company, Eagle 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 and incorporated herein.

Section 2: That the Board hereby finds that Wright Brothers, The Building Company, Eagle LLC submitted the lowest responsive bid for the Boise City Canal Multi-Use Pathway, 3rd Street to Boise Avenue Project.

Section 3: That the Executive Director of the Agency is hereby authorized to negotiate and execute a public works construction agreement with Wright Brothers, The Building Company, Eagle LLC for the total bid amount of TWO MILLION THREE HUNDRED EIGHTY-FIVE THOUSAND NINE HUNDRED THIRTY-FIVE DOLLARS (\$2,385,935), consistent with the Board's stated instructions at the August 28, 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 actions and the contract or other documents are acceptable and consistent with the comments and discussions received at the August 28, 2024, Agency Board Meeting.

Section 4: That the Executive Director is further authorized to expend funds for the total bid amount plus up to 20% 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 August 28, 2024. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on August 28, 2024.

URBAN RENEWAL AGENCY OF BOISE CITY

Signed by:

By: _____
Latonia Haney Keith, Chair

ATTEST:

Signed by:

By: _____
Lauren McLean, Secretary

ATTACHMENT 2
BID RESULTS

ATTACHMENT 3
BID RECEIVED FROM
WRIGHT BROTHERS, THE BUILDING COMPANY, EAGLE LLC

SECTION 00 41 13 BID FORM

BID FORM

PROJECT: BOISE CITY CANAL MULTI-USE PATHWAY PROJECT

THIS BID IS SUBMITTED TO:

Capital City Development Corporation
 Attn: **Boise City Canal Multi-Use Pathway Project – BID**
 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	7/30/24
2	8/01/24
3	8/16/24
4	8/17/24
5	8/12/24

- 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

Pursuant to Idaho Code § 67-2310, commonly known as the naming law, the names and addresses of subcontractors to whom work will be awarded, subject to approval of CCDC and Architect, are as listed below. 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 NON-RESPONSIVE 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

AME Electric

Address: _____

2621 Arthur Street

Caldwell, ID

Public Works License No. _____

PWC-C-11544-U-4

Idaho Electrical Contractors License No. C-2854

BASE BID - OFFER

Bidder agrees to perform all the work for the Boise City Canal Multi-Use Pathway, 3rd Street to Broadway Avenue Project as described in the Project Manual dated July 23, 2024, and Drawings prepared and stamped by The Land Group, Inc. on July 19, 2024 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 million three hundred eighty five thousand nine hundred thirty-five

(\$2,385,935.00

) 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 August 12th, 2024.

X 
SIGNATURE

Trevor Wright, Member
Print Name and Title

Wright Brothers, The Building Company, Eagle LLC
Contractor / Company

70 N Short RD.
Address

Eagle, ID 83616
City, State, Zip

12026-U-1-2-3-5
Idaho Public Works Contractor License No.

07/31/2025
License Expiration Date

45-0667329
Federal Tax ID #

tjwright@wbnation.com
E-mail Address

208-938-6000
Phone No.

208-938-6069
Fax No.

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

Unit Prices Bid Form and Contractor's Affidavit Concerning Taxes are **REQUIRED**.

IF UNIT PRICES FORM, 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 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
1. Unclassified excavation below subgrade	\$ 28.00	CY	50 - 200 CY
2. Concrete sidewalk, complete, including prep.	\$ 12.10	SF	20 - 100 SF
3. Concrete multi-use pathway, complete, including prep.	\$ 12.50	SF	20-100 SF
4. Asphalt repair paving, complete, including prep.	\$ 11.00	SF	20 - 100 SF
5. Install standard 6" curb and gutter, including prep.	\$ 45.00	LF	5 - 20 LF
6. Install standard valley gutter, including prep.	\$ 88.00	LF	5 - 20 LF
7. Saw cut asphalt / concrete paving	\$ 7.75	LF	10 - 50 LF
8. Sidewalk demolition and removal	\$ 6.75	SF	20 - 100 SF
9. Asphalt demolition and removal	\$ 2.25	SF	20 - 100 SF
10. Curb and gutter demolition and removal	\$ 11.00	LF	5 - 20 LF
11. 8"-Depth, 4-8" cobble mulch	\$ 103.00	CY	5-20 CY
12. 4"-Depth, Decorative Bark Mulch	\$ 146.25	CY	5-20 CY
13. 4-inch PVC storm drain pipe, including trench and bedding.	\$ 100.00	LF	50-100 LF
14. 36-Inch ADS Sanitite HP Pipe, including prep and bedding	\$ 187.00	LF	50-150 LF
15. 48" GIRR Pipe demolition and removal	\$ 275.00	LF	50-150 LF

SUBMITTED on August 12th, 2024.

X 
 SIGNATURE
 Trevor Wright, Member
 Print Name and Title

12026-U-1-2-3-5
 Idaho Public Works Contractor License No.
 07/31/2025
 License Expiration Date

Wright Brothers, The Building Company, Eagle LLC
 Contractor / Company
 70 N Short RD.
 Address
 Eagle, ID 83616
 City, State, Zip

45-0667329
 Federal Tax ID #
 tjwright@wbnation.com
 E-mail Address
 208-938-6000
 Phone No.
 208-938-6069
 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 Idaho

COUNTY OF Ada

Pursuant to Chapter 15, Title 63, Idaho Code, 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.

Wright Brothers, The Building Company, Eagle LLC

Contractor / Company

70 N Short RD.

Address

Eagle, ID 83616

City, State, Zip

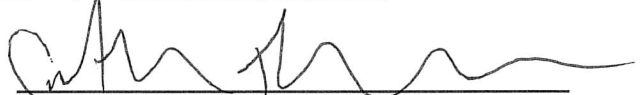
X 
Authorized Representative Signature

Trevor Wright, Member

Print Name and Title

Subscribed and sworn to before me this 12th day of August, 2024.





Notary Public
Residing at: Meridian, Idaho

Commission Expires: 06/04/2030

END OF SECTION 00 45 46