



AGENDA BILL

Agenda Subject: Consider Resolution 1923: 10th & Front Garage Structural Repairs - Phase 3. Public Works Construction Contract with Sawtooth Caulking, Inc.		Date: April 14, 2025
Staff Contact: Aaron Nelson, Parking & Facilities Manager	Attachments: A. Resolution 1923 B. Bid Results C. Sawtooth Caulking Bid	
Action Requested: Adopt Resolution 1923: 10th & Front Garage Structural Repairs - Phase 3. Public Works Construction Contract with Sawtooth Caulking, Inc.		

Background:

The 10th & Front Garage was constructed in 1978 and is the oldest garage in the /ParkBOI system. Structural assessments in 2017 revealed potential damage to the concrete and underlying steel rebar due to years of 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 4. Phase 3 of this project will take place on level 3 and will involve partial depth restoration to remove rebar corrosion and deteriorated concrete, seal the rebar with an epoxy coating and replace the concrete. The surface of the concrete will then be sealed with a waterproof membrane.

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 Structural Repairs – Phase 3 Project in the Idaho Statesman newspaper on March 5th and March 12th, 2025. 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) as well as to seven (7) separate public works contractors holding the requisite public works license. A non-mandatory pre-bid meeting was held on March 13th at 2pm on site. Five contractors attended the pre-bid meeting. One addendum was issued on March 20th, 2025.

Four (4) bids were received by the March 26th deadline:

Company	Bid Amount
Consurco, Inc.	\$1,161,452
John Rohrer Contracting Company	\$998,997
Sawtooth Caulking, Inc.	\$950,280
Western Specialty Contractors	Non-responsive

Part of the administrative review process is to verify the responsiveness of the bids. Responsiveness includes possession of a valid Idaho public works license prior to bid opening in accordance with Idaho Code § 54-1902, inclusion of the list of subcontractors in accordance with Idaho Code § 67-2310, and acknowledgement of any addendums issued prior to the bid date in accordance with § 67-2805(2)(a). The response received from Western Specialty Contractors was not submitted on a Bid Form and therefore non-responsive.

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

Fiscal Notes:

The Agency's FY2025 budget includes sufficient funding for this project.

Staff Recommendation:

Adopt Resolution 1923 recognizing Sawtooth Caulking Inc as the lowest responsive bidder for the Project and awarding the 10th & Front Garage Structural Concrete Repairs – Phase 3 Project to Sawtooth Caulking, Inc. for the total amount of \$950,280.

Suggested Motion:

I move to adopt Resolution 1923 recognizing Sawtooth Caulking Inc. as the lowest responsive bidder; awarding the 10th & Front Garage Structural Concrete Repairs – Phase 3 Project to Sawtooth Caulking, Inc. for a total amount of \$950,280; and authorizing the Executive Director to execute the contract and expend funds.

ATTACHMENT A
RESOLUTION 1923

RESOLUTION NO. 1923

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. IS THE QUALIFIED BIDDER THAT SUBMITTED THE LOWEST RESPONSIVE BID FOR THE 10TH & FRONT GARAGE STRUCTURAL REPAIRS – PHASE 3 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 STRUCTURAL REPAIRS – PHASE 3 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 10th & Front Garage Structural Repairs – Phase 3 Project (the “Project”) on March 5, 2025, and published the requisite public notice of the Invitation to Bid in the *Idaho Statesman* newspaper on March 5 and 12, 2025; and,

WHEREAS, the Agency received four (4) sealed bids by the due date and time of 3:00 p.m. on March 26, 2025; and,

WHEREAS, the administrative requirements of the bidding process for the Project required that bids be submitted utilizing the Bid Form issued by the Agency on March 5, 2025; and

WHEREAS, the response from Western Specialty Contractors was not submitted on a Bid Form and therefore was non-responsive; and

WHEREAS, the bids received from Consurco Inc., John Rohrer Contracting Company, Inc., and Sawtooth Caulking, Inc. each met the required statutory and administrative criteria for submission, and the bidders have appropriate and valid public works contractor licenses; and,

WHEREAS, Sawtooth Caulking, Inc. submitted the lowest responsive bid; and,

WHEREAS, Agency staff recommends to the Agency Board that the contract award for the Project be made to Sawtooth Caulking, 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 Agency Board of Commissioners hereby finds that Sawtooth Caulking, Inc. was the qualified bidder submitting the lowest responsive bid for the 10th & Front Garage Structural Repairs – Phase 3 Project.

Section 3: That the Agency Executive Director is hereby authorized to negotiate and execute a public works construction contract with Sawtooth Caulking, Inc. for the total bid amount of NINE HUNDRED FIFTY THOUSAND TWO HUNDRED EIGHTY DOLLARS (\$950,280), consistent with the Board's stated instructions at the April 14, 2025, 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 14, 2025, Agency Board Meeting.

Section 4: That the Agency 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 April 14, 2025. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on April 14, 2025.

URBAN RENEWAL AGENCY OF BOISE CITY

Signed by:
Commissioner Latonia Haney Keith
By: 6D1092AB0583453
Latonia Haney Keith, Chair

ATTEST:

Signed by:
Lauren McLean
By: 483D2DD5BAE0452...
Lauren McLean, Secretary

ATTACHMENT B
BID RESULTS



10th & Front Garage Structural Repairs - Phase 3
BIDS DUE: March 26, 2025 at 3:00 PM

Bid Results

CONTRACTOR	PWC License	Addendum #1 Acknwldgd	Signed Contractor's Affidavit Concerning Taxes	Subcontractor List per Idaho Code § 67-2310	Supplement to Bid Form 00 43 10	Completed Signed Bid Form	BASE BID AMOUNT
Western Specialty Contractors	No	No	Not received	Not received	Not received	Not received	Non-Responsive
Consurco, Inc.	PWC-C-14819	Yes	Yes	Yes	Yes	Yes	\$1,161,452.00
John Rohrer Contracting Co.	12706	Yes	Yes	Yes	Yes	Yes	\$998,997.00
Sawtooth Caulking, Inc.	51774*	Yes	Yes	Yes	Yes	Yes	\$950,280.00

*Public Works License number was listed incorrectly on bid form. Capital City Development Corporation has verified through the Idaho Division of Occupational & Professional Licenses that bidder has a valid Public Works Contractors License as of the date of the bid.

ATTACHMENT C
SAWTOOTH CAULKING, INC. BID

- 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 Work Item Quantities listed in the Supplement to Bid Form 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.) Supplement to Bid 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.

Scaffolding

Address:

Brand Safeway

2000 Century Way

Boise, ID 83709

Public Works License No.

PWC-C 15865- AAA- 4

Idaho Plumbing Contractors License No. _____

Shotblasting

Address:

Nelson Industrial

6021 Melrose Lane

Oklahoma City, OK 73127

Public Works License No.

PWC-C-16829

Idaho HVAC Contractors License No. _____

Electrical

Address:

Public Works License No.

Idaho Electrical Contractors License No. _____

BASE BID - OFFER

Bidder agrees to perform all the work for the 10th & Front Structural Repairs -Phase 3 Project as described in the Project Manual, including but not limited to the General Requirements, Technical Specifications and Drawings prepared by Desman, Inc. and dated February 26, 2025, 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 proposed to furnish all labor, materials and supplies as specified, including all expenses incurred in bonding, obtaining insurance; mobilization/demobilization, general conditions and to perform the Work in accordance with the Contract Documents within the times set forth therein for the total Lump Sum Amount of:

Nine Hundred Fifty Thousand Two hundred Eighty and No/100

(\$ 950,280.00) Dollars, lawful money of the United States.

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

BID FORM SIGNATURE

SUBMITTED on 03/26/2025, 2025.



SIGNATURE

Dan Ficker - pm

Print Name and Title

Sawtooth Caulking, Inc.

Contractor / Company

1445 NE Miller St, Ste C1

Address

McMinnville, OR 97128

City, State, Zip

RCE-16051

Idaho Public Works Contractor License No.

03/31/2026

License Expiration Date

82-0523593

Federal Tax ID #

dan@sawtoothcaulking.com

E-mail Address

503-560-8559

Phone No.

Fax No.

ATTENTION: Did you remember your Supplement to Bid Form and Contractor's Affidavit Concerning Taxes? Supplement to Bid Form and Contractor's Affidavit Concerning Taxes are **REQUIRED**.

IF SUPPLEMENT TO BID FORM, AND CONTRACTOR'S AFFIDAVIT ARE NOT INCLUDED, YOUR BID WILL BE CONSIDERED NON-RESPONSIVE.

END OF SECTION 00 41 13

SECTION 00 43 10 SUPPLEMENT TO BID FORM
EXECUTE AND SUBMIT WITH BID

Note: The Base Bid shall include all of the extended prices of the Work Items listed below.

All Bidders must provide unit prices for the items listed below. If the actual quantities, as measured by Owner's third party inspector, are above/below those shown below, then the unit price will be used for addition/credit to the Contract amount. These unit prices apply to and shall be the same for Base Bid and any subsequent and approved Change Orders.

Schedule A: Work Item and Change Order Schedule					
Item No.	Work Items (Refer to Sheet G-02 for Description)	Unit of Measure	Est. Quantity	Unit Price (\$/Unit)	Extension
1	0200 Partial Depth Slab Repair	SF	6,630	\$100.72	\$667,798.00
2	0250 Sacrificial Anodes	EA	55	\$ 35.43	\$ 1,948.00
3	0300 Full Depth Slab Repair	SF	150	\$163.84	\$ 25,576.00
4	0400 Rout and Seal Construction Joints	LF	3,520	\$ 10.98	\$ 36,665.00
5	0500 Supplemental Reinforcement	LBS	600	\$ 48.74	\$ 29,242.00
6	0600 One Shot Waterproof Membrane	SF	31,400	\$ 6.02	\$189,051.00

SF=square foot, LF=lineal foot, LBS=pounds, EA=each

NOTE: QUANTITIES PROVIDED ARE FOR GUIDANCE ONLY. CONTRACTOR SHALL DETERMINE QUANTITIES ON WHICH TO BASE THE LUMP SUM BID. SEE G-02 FOR SCOPE OF WORK.

SUBMITTED on 03/26/2025, 2025.

X 

SIGNATURE

Dan Ficker - PM

Print Name and Title

Sawtooth Caulking, Inc.

Contractor / Company

1445 NE miller St., Ste C1

Address

McMinnville, OR 97128

City, State, Zip

RCE-16051

Idaho Public Works Contractor License No.

03/31/2026

License Expiration Date

82-0523593

Federal Tax ID #

dan@sawtoothcaulking.com

E-mail Address

503-560-8559

Phone No.

Fax No.

END OF SECTION 00 43 10

SECTION 00 43 25 REQUEST FOR APPROVAL OF COMPARABLE PRODUCTS FORM

For use during bidding process only.

TO: _____ DATE: _____
TIME: _____

PROJECT NAME AND LOCATION: **10TH & FRONT STRUCTURAL REPAIRS - PHASE 3**

We hereby submit for your consideration the following product instead of the specified item for the above project:

SECTION	PARAGRAPH	SPECIFIED ITEM
Proposed Comparable Product: _____		

Reason for Request: _____

Provide the following information either below or as attachments:

- A. Include complete information on changes to Drawings and/or Specifications that the proposed comparable product would require for its proper installation. Include complete technical data, including laboratory tests, if applicable.
- B. Provide evidence that the proposed product does not require substantive revisions to the Project Manual, that it is consistent with the Project Manual and will produce the indicated results, and that it is compatible with the other portions of the Work.
- C. Will the undersigned Bidder or interested individual pay for changes to the Project design, including engineering and detailing costs caused by the requested comparable product? Yes _____ No _____
- D. Provide description of differences between comparable product and specified item. Include detailed comparison of significant qualities of proposed product with those named in the Specifications. See Section 01 60 00 for more information.)
- E. What effect does comparable product have on other trades?
- F. Provide evidence that proposed product provides specified warranty.
- G. List similar installations for completed projects. For each project, provide the project name; contact information for key person responsible for project including name, address, telephone number and email address; and names, telephone numbers and email addresses for the owner and project Engineer. Completed projects used as examples shall be accessible to Project Engineer and Owner.
- H. Provide Samples, if requested.
- I. Quantify the different in product cost, product delivery time and time of installation.

The undersigned states that the function, appearance and quality are equivalent or superior to the specified item.

Submitted By: _____

Firm: _____

Address: _____

Telephone: _____ Email: _____

Remarks:

Instructions/Information for Person Completing this Form (continues on following page)

Bidder's request for comparable product approval shall be in writing and shall be accompanied by a completed "Request for Approval of Comparable Product" Form.

1. Requests shall be submitted to the Project Engineer no later than 5:00 p.m., seven (7) days prior to bid due date.
2. Requests that are incomplete will be rejected.
3. Project Engineer shall make the determination whether to allow a comparable product no later than the last day for issuing addenda for project and shall issue an addendum notifying bidders that a comparable product has been approved.
4. Project Engineer and/or Owner may determine, in their sole discretion that there is insufficient information or time to analyze a product given the time allowed for a decision by the Project Engineer.

For Use by Project Engineer:

☐ Recommended ☐ Recommended at noted By: _____
☐ Not recommended ☐ Received too late Date: _____

For Use by Owner:

_____ Approved _____ Rejected

Owner's Representative: _____ Date: _____

END OF SECTION 00 43 25

SECTION 00 45 46 CONTRACTOR'S AFFIDAVIT CONCERNING TAXES
MUST 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., Ste C1

Address

McMinnville, OR 97128

City, State, Zip

X [Signature]

Authorized Representative Signature

Don Fisher - PM

Print Name and Title

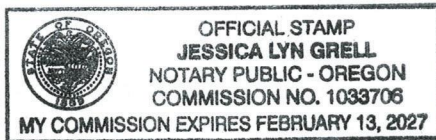
Subscribed and sworn to before me this 26th day of March, 2025.

[Signature]

Notary Public

Residing at: McMinnville

Commission Expires: 02.13.27



END OF SECTION 00 45 46