

7/22/2022

City of New Meadows
Julie Good, Mayor
401 Virginia St
New Meadows, ID 83654

Subject: Engineer's Recommendation to Award – City of New Meadows Water System Improvements Project.

Dear Mayor Good,

On July 21, 2022, three responsive bids were received from qualified public works contractors to complete the City of New Meadows Water System Improvements Project. Mountain Waterworks has reviewed the bids and TCG Construction submitted the lowest responsive bid in the amount of \$2,613,549. The tabulation of all bids received and a copy of TCG's bid are attached to this letter. Mountain Waterworks reviewed TCG Construction's bid package for completeness and all bid requirements were met.

Mountain Waterworks and the City worked together to apply last spring for additional ARPA grant funding to offset the increases in construction costs observed in previous rounds of bidding. The City has been offered a \$1,877,000 ARPA grant through IDEQ to supplement the project funding package. Receipt of this grant allows the City to increase available construction funding for this phase of the project to \$3.6 million. Our estimate for the remaining work was \$2.9 million, so the low bid is well within the available budget with \$993,000 in contingency funds remaining.

A copy of the project budget including the ARPA grant funding is attached to this letter. Mountain Waterworks is working with City staff and IDEQ to secure the ARPA funding offered the City as quickly as possible. Mountain Waterworks recommends that the City of New Meadows accept the bid from TCG Construction and move forward through the contract award process so that construction can begin later this year.

Please contact me with questions or comments.

Sincerely,

Mountain Waterworks



Ed Stowe, P.E.
Senior Project Manager

Attached:

1. Bid Tabulation
2. Overall Project Budget
3. TCG Construction Bid

Summary of Bids Received

Owner: City of New Meadows

Project: Water System Improvements Project

Project No: 197.0010

Bid Opening: 7/21/2022

Pay Item No.	Description	Unit	Qty	Cascade Enterprises		Engineered Structures, Inc.		TCG Construction	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
2.01	Mobilization and Demobilization	LS	1	\$ 348,000.00	\$ 348,000.00	\$ 12,651.00	\$ 12,651.00	\$ 100,000.00	\$ 100,000.00
2.02	Traffic Control	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 3,179.00	\$ 3,179.00	\$ 5,101.00	\$ 5,101.00
2.03	Construction Surveying	LS	1	\$ 18,000.00	\$ 18,000.00	\$ 40,991.00	\$ 40,991.00	\$ 12,752.00	\$ 12,752.00
2.04	Project Sign	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 3,516.00	\$ 3,516.00	\$ 1,588.00	\$ 1,588.00
2.05	Well House - Fencing	LS	1	\$ 36,000.00	\$ 36,000.00	\$ 31,677.00	\$ 31,677.00	\$ 41,750.00	\$ 41,750.00
2.06	Well House - Site Grading and Drainage	LS	1	\$ 201,000.00	\$ 201,000.00	\$ 79,268.00	\$ 79,268.00	\$ 48,420.00	\$ 48,420.00
2.07	Well House - Placement of Granular Structural Fill	CYD	10	\$ 1,000.00	\$ 10,000.00	\$ 2,215.00	\$ 22,150.00	\$ 1,319.00	\$ 13,190.00
2.08	Well House - Gravel Access Road	LS	1	\$ 16,000.00	\$ 16,000.00	\$ 108,272.00	\$ 108,272.00	\$ 27,271.00	\$ 27,271.00
2.09	Well House - Submersible Well Pump and Installation	LS	1	\$ 214,000.00	\$ 214,000.00	\$ 192,768.00	\$ 192,768.00	\$ 162,779.00	\$ 162,779.00
2.10	Well House - Yard Piping	LS	1	\$ 160,000.00	\$ 160,000.00	\$ 59,339.00	\$ 59,339.00	\$ 39,054.00	\$ 39,054.00
2.11	Well House - Mechanical	LS	1	\$ 64,000.00	\$ 64,000.00	\$ 250,123.00	\$ 250,123.00	\$ 58,617.00	\$ 58,617.00
2.12	Well House - Structural	LS	1	\$ 144,000.00	\$ 144,000.00	\$ 282,215.00	\$ 282,215.00	\$ 189,606.00	\$ 189,606.00
2.13	Well House - Electrical	LS	1	\$ 128,000.00	\$ 128,000.00	\$ 289,219.00	\$ 289,219.00	\$ 140,278.00	\$ 140,278.00
2.14	Well House - Instrumentation and Control	LS	1	\$ 91,000.00	\$ 91,000.00	\$ 40,206.00	\$ 40,206.00	\$ 82,926.00	\$ 82,926.00
2.15	Well House - HVAC	LS	1	\$ 24,000.00	\$ 24,000.00	\$ 6,440.00	\$ 6,440.00	\$ 19,128.00	\$ 19,128.00
2.16	Booster Station and Reservoir - Site Grading and Drainage	LS	1	\$ 586,000.00	\$ 586,000.00	\$ 49,874.00	\$ 49,874.00	\$ 57,600.00	\$ 57,600.00
2.17	Booster Station and Reservoir - Fencing	LS	1	\$ 16,000.00	\$ 16,000.00	\$ 5,969.00	\$ 5,969.00	\$ 12,752.00	\$ 12,752.00
2.18	Booster Station and Reservoir - Demolition	LS	1	\$ 181,000.00	\$ 181,000.00	\$ 113,770.00	\$ 113,770.00	\$ 111,834.00	\$ 111,834.00
2.19	Booster Station and Reservoir - Removal of Underground Diesel Fuel Storage Tank	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 7,137.00	\$ 7,137.00	\$ 10,202.00	\$ 10,202.00
2.20	Booster Station and Reservoir - Bolted Steel Reservoir and Foundation	LS	1	\$ 204,000.00	\$ 204,000.00	\$ 540,294.00	\$ 540,294.00	\$ 518,508.00	\$ 518,508.00
2.21	Booster Station and Reservoir - Yard Piping	LS	1	\$ 189,000.00	\$ 189,000.00	\$ 171,362.00	\$ 171,362.00	\$ 108,198.00	\$ 108,198.00
2.22	Booster Station and Reservoir - Mechanical	LS	1	\$ 104,000.00	\$ 104,000.00	\$ 495,740.00	\$ 495,740.00	\$ 240,590.00	\$ 240,590.00
2.23	Booster Station and Reservoir - Structural	LS	1	\$ 108,000.00	\$ 108,000.00	\$ 457,018.00	\$ 457,018.00	\$ 249,252.00	\$ 249,252.00
2.24	Booster Station and Reservoir - Electrical	LS	1	\$ 198,000.00	\$ 198,000.00	\$ 256,479.00	\$ 256,479.00	\$ 205,442.00	\$ 205,442.00
2.25	Booster Station and Reservoir - Instrumentation and Control	LS	1	\$ 66,000.00	\$ 66,000.00	\$ 50,040.00	\$ 50,040.00	\$ 137,583.00	\$ 137,583.00
2.26	Booster Station and Reservoir - HVAC	LS	1	\$ 26,000.00	\$ 26,000.00	\$ 6,109.00	\$ 6,109.00	\$ 19,128.00	\$ 19,128.00
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL FOR BID SCHEDULE					\$ 3,144,000.00	\$ 3,575,806.00	\$ 2,613,549.00		

City of New Meadows Water System Improvements Current Overall Project Budget

Item No.	Project Description	Project Budget	Forecast Total	Notes
1	US-95 Main Replacement Project	\$ 281,000	\$ 281,100	Complete
2	Valve and Hydrant Replacements	\$ 227,000	\$ 227,500	Complete
3	GIS Mapping (valves, hydrants, services)	\$ 6,000	\$ 6,240	Complete
4	Land Acquisition	\$ 25,000	\$ 25,000	Complete
5	Drill and Construct New Well	\$ 248,000	\$ 247,602	Complete
7	Construct Well Production Facilities and Install Well Pump			
8	Construct New Booster Station	\$ 2,892,000	\$ 2,613,549	TCG Bid Amount
9	Construct New Reservoir			
10	SCADA System Upgrades			
11	Construction Subtotal	\$ 3,679,000	\$ 3,400,991	
12	Construction Contingency	\$ 715,000	\$ 993,009	
13	Total Construction	\$ 4,394,000	\$ 4,394,000	
Engineering Contract				
14	Basic Services	\$ 476,400	\$ 476,400	
15	Additional Services	\$ 130,000	\$ 130,000	
16	Construction Observation-RPR	\$ 165,000	\$ 165,000	
17	Total Engineering	\$ 771,400	\$ 771,400	
Miscellaneous Expenses				
18	Legal, Administrative, CEDA, Misc.	\$ 100,000	\$ 100,000	
19	Total Miscellaneous Expenses	\$ 100,000	\$ 100,000	
20	Total Estimated Project Related Costs	\$ 5,265,000	\$ 5,265,000	Total Budget includes ARPA Grant

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **City of New Meadows, 401 Virginia St, New Meadows, ID 83654.**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security **in the form of a Bid Bond (EJCDC C-430) or Certified Check;**
 - B. List of Proposed Subcontractors (**IDEQ SRF Form 6-A, Form 1**);
 - C. List of Proposed Suppliers;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - F. Required Bidder Qualification Statement with supporting data; ~~and~~
 - G. **IDEQ SRF Form 6-A, Attachment A: Sworn Statement of Compliance with Disadvantaged Business Enterprise (DBE) Utilization Requirements; and**
 - H. **IDEQ SRF Form AIS-1: Bidder's Certification of Compliance with the Current SRF Assistance American Iron and Steel (AIS) Provisions.**
 - G. **If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the Supplementary Conditions of the Construction Contract (EJCDC C-800). The RD 400-6 Form is included in the RD Modifications document below. By signing the bid form, the bidder represents that (s)he is also signing the RD 400-6 Form, if applicable, depending on the bid amount;**
 - H. **If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (AD-1048). The AD-1048 Form is included in the RD Modifications document below. By signing the bid form, the bidder represents that (s)he is also signing the AD-1048 Form, if applicable, depending on the bid amount;**
 - I. **If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q Exhibit A-1, Certification for Contracts, Grants, and Loans. The 1940-Q, Exhibit A-1 Form is included in the RD**

Modifications document below. By signing the bid form, the bidder represents that (s)he is also signing the 1940-Q, Exhibit A-1 Form, if applicable, depending on the bid amount.

Signed and notarized non-collusion affidavit; and,

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 *Lump Sum Bids*

Deleted.

3.02 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices:

Section 01025 Reference	Item of Work	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
2.01	Mobilization and Demobilization	LS	1	100,000	\$ 100,000
2.02	Traffic Control	LS	1	5101	\$ 5,101
2.03	Construction Surveying	LS	1	12,752	\$ 12,752
2.04	Project Sign	LS	1	1,588	\$ 1,588
2.05	Well House - Fencing	LS	1	41,750	\$ 41,750
2.06	Well House – Site Grading and Drainage	LS	1	48,420	48,420
2.07	Well House – Placement of Granular Structural Fill	CYD	10	1,319	1,319
2.08	Well House – Gravel Access Road	LS	1	27,271	27,271
2.09	Well House - Submersible Well Pump and Installation	LS	1	162,779	162,779
2.10	Well House – Yard Piping	LS	1	39,054	39,054
2.11	Well House - Mechanical	LS	1	58,617	58,617
2.12	Well House - Structural	LS	1	189,606	189,606
2.13	Well house - Electrical	LS	1	140,278	140,278
2.14	Well House – Instrumentation and Control	LS	1	82,926	82,926
2.15	Well House - HVAC	LS	1	19,128	19,128

2.16	Booster Station and Reservoir – Site Grading and Drainage	LS	1	57,600	57,600
2.17	Booster Station and Reservoir - Fencing	LS	1	12,752	12,752
2.18	Booster Station and Reservoir - Demolition	LS	1	111,834	111,834
2.19	Booster Station and Reservoir – Removal of Underground Diesel Fuel Storage Tank	LS	1	10,202	10,202
2.20	Booster Station and Reservoir – Bolted Steel Reservoir and Foundation	LS	1	518,508	518,508
2.21	Booster Station and Reservoir – Yard Piping	LS	1	108,198	108,198
2.22	Booster Station and Reservoir - Mechanical	LS	1	240,590	240,590
2.23	Booster Station and Reservoir - Structural	LS	1	249,252	249,252
2.24	Booster Station and Reservoir - Electrical	LS	1	205,442	205,442
2.25	Booster Station and Reservoir – Instrumentation and Control	LS	1	137,583	137,583
2.26	Booster Station and Reservoir - HVAC	LS	1	19,128	19,128
Total of All Unit Price Bid Items					\$2,613,548

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.03 *Total Bid Price (Lump Sum and Unit Prices)*

Deleted.

ARTICLE 4—NOT USED.

ARTICLE 5—NOT USED.

5.01 *Price-Plus-Time-Contract Award (Stipulated Price-Contract)*

A. ~~The Bidder to which an award of the Contract will be made will be determined in part on the basis of the Total Bid Price and the total number of calendar days to substantially complete the Work, in accordance with the following:~~

	Description		Amount
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EJCDC® C-410, Bid Form for Construction Contract.

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Modified to include RD edits from RUS Bulletin 1780-26 (6/16/2020).

A	1. Total Bid Price		\${number}
	2. Total number of calendar days to substantially complete the Work	{number} days	
	3. Liquidated Damages Rate (from Agreement)	\${number}/day	
B	4. Adjustment Amount (2 x 3)		\${number}
A+B	5. Amount for Comparison of Bids		\${number}

B. The purpose of the process in the table above is only to calculate the lowest price plus time (A+B) bid amount for bid comparison purposes. The price for completion of the Work (the Contract Price) is the Total Bid Price.

C. Bonds required under Paragraph 6.01 of the General Conditions will be based on the Contract Price.

5.02 *Price Plus Time Contract Award (Cost Plus Fee with Guaranteed Maximum Price Contract)*

A. The Bidder to which an award of Contract will be made will be determined in part on the basis of the Guaranteed Maximum Price and the total number of calendar days to substantially complete the Work, in accordance with the following:

	Description		Amount
A	1. Guaranteed Maximum Price		\${number}
	2. Total number of calendar days to substantially complete the Work	{number} days	
	3. Liquidated Damages Rate (from Agreement)	\${number}/day	
B	4. Adjustment Amount (2 x 3)		\${number}
A+B	5. Amount for Comparison of Bids		\${number}

B. The purpose of the process in the table above is only to calculate the lowest price plus time (A+B) bid amount for bid comparison purposes. The price for completion of the Work (the Contract Price) is based on the cost of the Work, plus a fee, subject to a guaranteed maximum price, as set forth in the Agreement.

C. Bonds required under Paragraph 6.01 of the General Conditions will be based on the Contract Price.

Deleted

ARTICLE 6—TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder agrees that the Work will be substantially complete on or before **[Bidder inserts date]**, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **[Bidder inserts date]**.

Deleted

6.03 ~~Bidder agrees that the Work will be substantially complete within **[Bidder inserts number]** calendar days after the date when the Contract Times commence to run as provided in~~

Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within ~~[Bidder inserts number]~~ calendar days after the date when the Contract Times commence to run.

Deleted

6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

7.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	6/28/22
2	7/8/22
3	7/12/22
4	7/14/22

ARTICLE 8—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder’s Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work, **including all American Iron and Steel requirements.**

4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 *Bidder's Certifications*

- A. The Bidder certifies the following:
 1. 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 collusive agreement or rules of any group, association, organization, or corporation.
 2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
 3. Bidder has not solicited or induced any individual or entity to refrain from bidding.

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

B. Federal Certifications

1. For convenience the “Compliance Statement & Certification of Non-Segregated Facilities” (Form RD 400-6), “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions” (Form AD-1048), and RD Instruction 1940-Q, Exhibit A-1, “Certification for Contracts, Grants, and Loans” are included as part of this bid form (Note: Lower Tier, means lower tier to the owner). By signing the bid form, the bidder represents that (s)he is also signing the below documents, as they apply, depending on the bid amount.
2. If the bid amount exceeds \$10,000, then Compliance Statement (RD 400-6) applies (8.02.B.1 of this part);
3. If the bid amount exceeds \$25,000, then Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (AD-1048) also applies (8.02.B.2 of this part);
4. If the bid amount exceeds \$100,000, then RD Instruction 1940-Q, Exhibit A-1, Certification for Contracts, Grants, and Loans also applies (8.02.B.3 of this part).

COMPLIANCE STATEMENT, Form RD 400-6

This statement relates to a proposed contract with {}, who expects to finance the contract with assistance from the Rural Utilities Service (RUS) or their successor agencies, United States Department of Agriculture (whether by a loan, grant, loan insurance, guarantee, or other form of financial assistance). I am the undersigned bidder or prospective contractor, I represent that:

- i. I have, have not, participated in a previous contract or subcontract subject to Executive Order No. 11246 (regarding equal employment opportunity), as amended by Executive Order No. 13672, 79 Fed. Reg. 42971 (July 21, 2014) or a preceding similar Executive Order.
- ii. If I have participated in such a contract or subcontract, I have, have not, filed all compliance reports that have been required to file in connection with the contract or subcontract.
- iii. If the proposed contract is for \$50,000 or more and I have 50 or more employees, I also represent that: I have, have not previously had contracts subject to the written affirmative action programs requirements of the Secretary of Labor. N/A
- iv. If I have participated in such a contract or subcontract, I have, have not developed and placed on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor.

I understand that if I have failed to file any compliance reports that have been required of me, I am not eligible and will not be eligible to have my bid considered or to enter into the proposed contract unless and until I make an arrangement regarding such reports that is satisfactory to either the RHS, RBS or RUS, or to the office where the reports are required to be filed.

I also certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in my contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, because of habit, local custom, or otherwise. I further agree that (except where I have obtained

identical certifications for proposed subcontractors for specific time periods) I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files; and that I will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES

A certification of Non-segregated Facilities, as required by the May 9, 1967, order (32F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

1. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions USDA Form AD-1048

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction. According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

Before signing the bid form, read instructions for Form AD-1048, available for download at: [https://www.ocio.usda.gov/sites/default/files/docs/2012/AD1048 LowerTierCoveredTransactions_fi nal.pdf](https://www.ocio.usda.gov/sites/default/files/docs/2012/AD1048_LowerTierCoveredTransactions_fi nal.pdf)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Certification for Contracts, Grants and Loans RD Instruction 1940-Q, Exhibit A-1

The bidder certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including contracts, subcontracts, and sub grants under grants and loans) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

BIDDER hereby submits this Bid as set forth above:

Bidder:

TCG CONSTRUCTION INC.
(typed or printed name of organization)

By:

Kaleo Nawaime
(individual's signature)

Name:

KALEO NAWAIME
(typed or printed)

Title:

PRESIDENT
(typed or printed)

Date:

7/21/22
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

Kaleo Nawaime
(individual's signature)

Name:

KALEO NAWAIME
(typed or printed)

Title:

OPS MANAGER
(typed or printed)

Date:

7/21/22
(typed or printed)

Address for giving notices:

100 S. ADAMS WAY SUITE 101
MERIDIAN, ID 83642

Bidder's Contact:

Name:

KALEO NAWAIME
(typed or printed)

Title:

OPS MANAGER
(typed or printed)

Phone:

208-672-8777

Email:

kaleo@thecoregroup.com

Address:

100 S. ADAMS WAY, SUITE 101
MERIDIAN ID 83642

Bidder's Contractor License No.: (if applicable)

RCE-44291

PW # 030782-UNLIMITED-1-2-3



THE CORE GROUP

Kaleo Nawahine

The Core Group

100 S. Adkins Way

Meridian, ID 83642

7/20/22

Qualification Statement:

TCG Construction has performed on numerous municipal projects of similar scope and scale as the New Meadows Water Improvements Project. Project references can be provided upon request.

TCG Construction currently has adequate capacity to execute this project properly including management, field labor, and equipment.

TCG Construction has sufficient financial position and support to execute this project properly. Financial information can be provided upon request.

TCG has all of the proper licenses to execute this project.

Sincerely,

Kaleo Nawahine

The Core Group

Phone: 208 672 8777

E-mail: kaleojr@thecoregroup.com

To be submitted prior to authorization to award; recipient forwards a copy to DEQ

ATTACHMENT A
SWORN STATEMENT OF COMPLIANCE WITH DISADVANTAGED
BUSINESS ENTERPRISE (DBE) UTILIZATION REQUIREMENTS

To be eligible for award of this contract, each successful bidder must execute, and submit, as part of their proposal, and together with their bid, the following certification relating to DBE participation. The certification below shall be deemed a part of the resulting contract.

The bidder has taken the following "Good Faith Efforts" in awarding subcontracts:

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the Idaho Transportation Department, Idaho Department of Environmental Quality's Fiscal Office, SBA and the Minority Business Development Agency of the Department of Commerce, as appropriate.
6. If the prime contractor awards subcontracts, require the prime contractor to take the above steps.

Signature: Kaleo Nawattine Date: 7/21/22

Name and title of signer: KALEO NAWATTINE - PRESIDENT

E-mail address: Kaleojr@thecoregroup.com

To be submitted as part of the sealed bid; Recipient forwards a copy to DEQ

FORM AIS-1
BIDDER'S CERTIFICATION OF COMPLIANCE
WITH THE CURRENT SRF ASSISTANCE AMERICAN IRON AND STEEL (AIS) PROVISIONS

(To be submitted as part of the sealed bid)

Bidder's Statement of Certification

The Bidder acknowledges to and for the benefit of the ("Owner") for the ("Project") that the Bidder understands the project is being funded in part with SRF Assistance. "AIS" requirements specify that all iron and steel products used in the project shall be produced in the United States. Consistent with the terms of the Owner's bid solicitation and the provisions of SRF Assistance, the Bidder hereby represents and warrants to and for the benefit of the Owner that:

1. The Bidder has reviewed and understands the AIS requirements.
2. The Bidder certifies that the iron and steel goods used in the project will be produced in the United States in a manner that complies with the AIS requirements unless a waiver of the requirements is requested by the Owner and approved by the EPA.
3. The Bidder agrees to provide to the Owner reasonable, sufficient, and timely information, certification, or verification of the United States production of each component contained in Attachment 6 as a prior condition for approval of - and reimbursement for - materials received.
4. The undersigned hereby acknowledges that the iron and steel products utilized in this project will meet the current SRF Assistance AIS requirements, and that all required Manufacturer/Supplier Certification Statements or waivers from EPA will be obtained to document compliance with the AIS requirements.

Bidder Signature: Kahn Hanch Date: 7/21/22

Title: PRESIDENT

Organization: TCB CONSTRUCTION INC.

CITY OF NEW MEADOWS WATER SYSTEM IMPROVEMENTS PROJECT

CONTRACTOR'S NON-COLLUSION AFFIDAVIT

STATE OF IDAHO)
) ss.
County of _____)

Kaleo Nawahine
he/she is President of TCG Construction Inc., being first duly sworn, deposes and says that the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive of sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, nor that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder, nor to fix any overhead, profit, or cost element of such bid price, nor of that of any other bidder, nor to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member or agent thereof, nor to any individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.



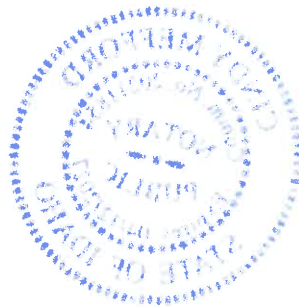
Subscribed and sworn to before me this _____ day of _____, 2022.

Signed: Kaleo Nawahine

Title: President

21st day of July, 2022.

Cindy Mefford
Notary Public for State of Idaho
Residing at: Mendon, Id
My Commission Expires: 4/12/27





THECOREGROUP

AUTHORITY TO SIGN

MINUTES OF THE SPECIAL MEETING OF THE DIRECTORS AND OFFICERS OF TCG Construction, Inc.

The special meeting of the directors and officers of TCG Construction, Inc. (“Company”) was held at the Company’s office at 100 South Adkins Way Suite 101, Meridian, Idaho on the 20th day of July, 2022. All of the directors of the Company, Kaleo Nawahine, and all of the officers, Kaleo Nawahine, as President and Malakai Nawahine as Secretary, were present and voting, did waive all notice of the time, place, and purpose of the meeting, and consented to the transaction of any business that might come before the meeting. He has evidenced said waivers and consents and approved these minutes by signing.

Mr. Nawahine opened the meeting and stated that the only matter of business was the consideration of the bid for the New Meadows Water Systems Improvement Project. The bid documents were examined by the directors and officers. Upon motion duly made by Mr. Nawahine in his capacity as a director, and unanimously carried upon vote, it was:

“RESOLVED”, that the officer of the Company shall be and hereby is authorized and directed to execute the bid documents on behalf of and for the benefit of the Company, and thereafter to deliver to the City of New Meadows.

There being no further business to come before the meeting, the same was adjourned upon motion second and unanimous vote.

Kaleo Nawahine

7/30/22

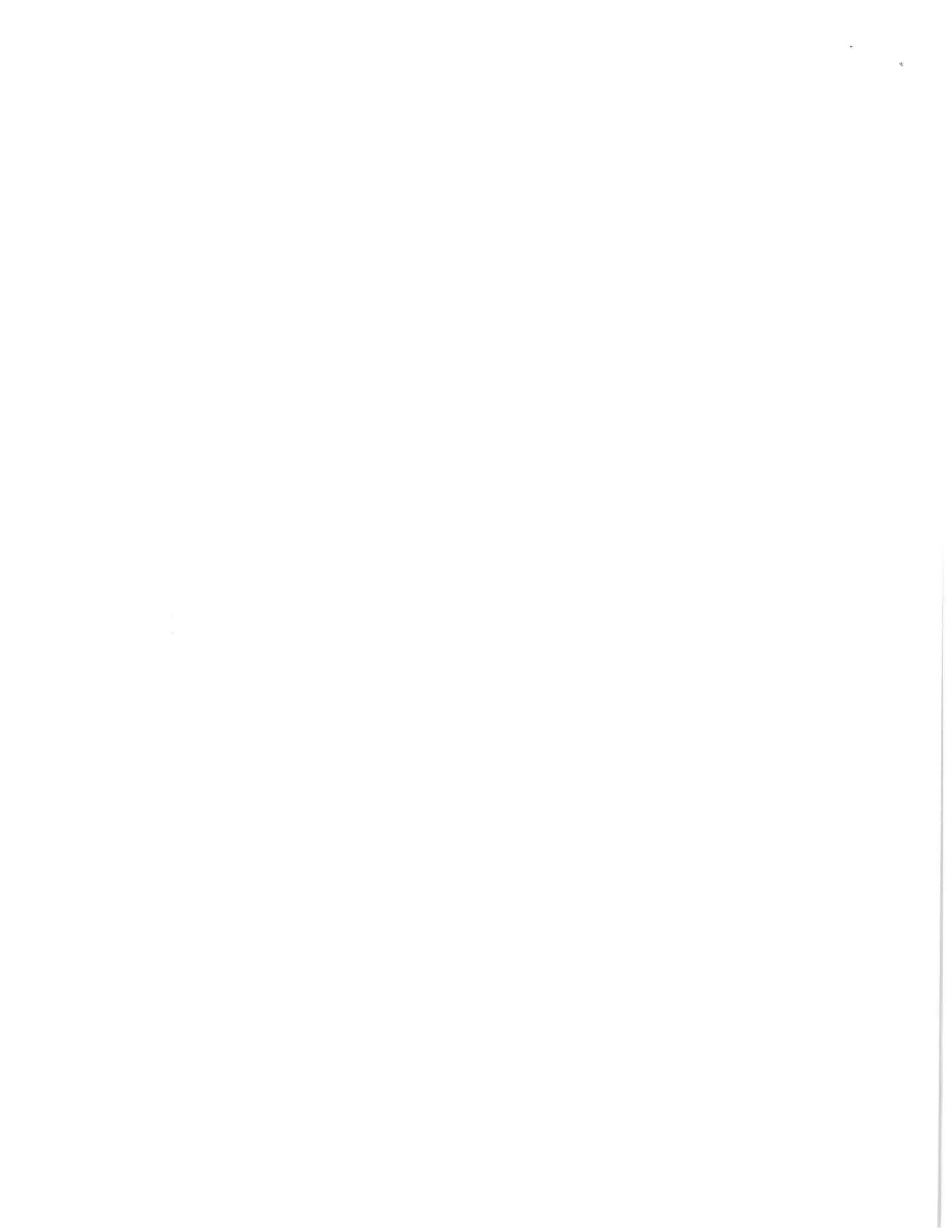
Kaleo Nawahine
Director and President

BID BOND (PENAL SUM FORM)

Bidder Name: TCG Construction, Inc. Address (principal place of business): 100 S. Adkins Way, Suite 101 Meridian, ID 83642	Surety Name: Atlantic Specialty Insurance Company Address (principal place of business): 605 Highway 169 North, Suite 800 Plymouth, MN 55441
Owner Name: City of New Meadows Address (principal place of business): 401 Virginia Street New Meadows, ID 83654	Bid Project (name and location): City of New Meadows Water System Improvements Project. Bid Due Date: July 21, 2022
Bond Penal Sum: 5% Five Percent of Amount Bid Date of Bond: July 21, 2022	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder TCG Construction, Inc. _____ (Full formal name of Bidder) By: <u>Kaled Nawathine</u> _____ (Signature) Name: <u>KALEO NAWATHINE</u> _____ (Printed or typed) Title: <u>PRESIDENT</u> _____ Attest: <u>[Signature]</u> _____ (Signature) Name: <u>KALEO NAWATHINE</u> _____ (Printed or typed) Title: <u>OLS MGR.</u> _____	Surety Atlantic Specialty Insurance Company _____ (Full formal name of Surety) (corporate seal) By: <u>[Signature]</u> _____ (Signature) (Attach Power of Attorney) Name: <u>Peggy Deffenbaugh</u> _____ (Printed or typed) Title: <u>Attorney-In-Fact</u> _____ Attest: <u>Elizabeth Schneider</u> _____ (Signature) Name: <u>Elizabeth Schneider</u> _____ (Printed or typed) Title: <u>Account Manager</u> _____
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.





Power of Attorney

Surety Bond No: Bid Bond

Principal: TCG Construction, Inc.
Obligee: City of New Meadows

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Peggy Deffenbaugh, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **sixty million dollars (\$60,000,000)** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

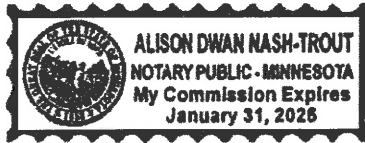
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this fifth day of March, 2020.

STATE OF MINNESOTA
HENNEPIN COUNTY



By *Paul J. Brehm*
Paul J. Brehm, Senior Vice President

On this fifth day of March, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Alison Nash-Trout
Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 21st day of July, 2022



Christopher V. Jerry
Christopher V. Jerry, Secretary

To be submitted prior to authorization to award; recipient forwards a copy to DEQ.

FORM 1. BIDDER'S LIST		Items of Work Bid On	Date Bid Submitted	MBE/WBE Contractor
Prime Contractor Information				
Business Name:	TCY Construction ^(EN)	Concrete	7/26/22 ^(EN)	MBE DBE ^(EN)
Contact Name:	Kaleb Naughton	Civil		
Mailing Address:	1005 Sakins Way, Meridian, Idaho	Mechanical		
Phone:	208-867-5891			
Email:	Kaleb@thecoregroup.com			
Subcontractor Information				
Business Name:	Raige Mechanical Group	Hvac	7/21/22	
Contact Name:	Darren			
Mailing Address:	4602 Henry St			
Phone:	208-331-9000			
Email:				
Subcontractor Information				
Business Name:	AME			
Contact Name:	Dean	Electrical	7/21/22	
Mailing Address:	3621 Arthur St			
Phone:	208-459-8959			
Email:				
Subcontractor Information				
Business Name:	Star Tek	Painted		
Contact Name:	Kenny Wade	Tank		
Mailing Address:				
Phone:	208-989-9409			
Email:				

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