



CITY OF STAR

ENGINEER DEPARTMENT MEMO

TO: Mayor & Council
FROM: Tim Clark, P.E., Assistant City Engineer
MEETING DATE: **June 18, 2024**
RE: **River House Parking Lot**

ACTION

The bid opening for the River House Parking Lot was held June 12, 2024, 3:00 pm in the Public Meeting Room. Two bids were received for the proposed project, all appearing to meet the bidding requirements. This project was bid as a lump sum project with two additive items (utility stubs for a future bathroom and a trash enclosure). The base bid was the only item considered in determining the selection of a qualified contractor.

The two bids received were from:

- Titan Excavation and Construction, Inc.
- Capital Paving Company, Inc.

The apparent low bidder is Titan Excavation and Construction, Inc. with a base bid of \$362,199.16. Staff is recommending issuance of a Notice of Award to Titan Excavation and Construction, Inc.

Titan Excavation and Construction, Inc. bid Additive Bids 1 and 2 at \$10,582.81 and \$20,759.50, respectively. Staff recommends that both Additive Bids 1 and 2 also be awarded to Titan Excavation and Construction, Inc. for a total project cost of \$393,541.47. It should be noted, that the budget this year included \$400,000.00 for the River House Parking Lot.

The Bid Tabulation and both bids are attached.

River House Parking Lot

Titan Excavation and Construction, Inc Bid

City of Star
River House Parking Lot

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

RIVER HOUSE PARKING LOT BID PACKAGE

Total of Base Bid Package	<i>Three hundred sixty-two thousand one hundred and ninety-nine dollars and sixteen cents</i> \$ 362,199.16
	(Amount in Figures)
Additive Bid #1	<i>Ten thousand five hundred and eighty-two dollars and eighty-one cents</i> \$10,582.81
	(Amount in Figures)
Additive Bid #2	<i>Twenty thousand seven hundred and fifty-nine dollars and fifty cents</i> \$20,759.50
	(Amount in Figures)
(Amount in Words)	
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)	

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 accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security.
- B. List of Proposed Subcontractors.
- C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids.
- D. Idaho Public Works Contractor’s License No. or Evidence of Bidder’s ability to obtain an Idaho Public Works Contractor’s License and a covenant by Bidder to obtain said license prior to award and execution of contract.

ARTICLE 8 – DEFINED TERMS

8.01 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 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

City of Star
River House Parking Lot

Titan Excavation & Construction, Inc.

By:

[Signature]



[Printed name]

Amir Seyedbagheri

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]



[Printed name]

Brittany Teodorescu

Title:

Business Manager

Submittal Date:

06/12/2024

Address for giving notices:

5101 W. Cove St.

Boise, ID 83714

Telephone Number:

208-362-1991

Fax Number:

208-562-0556

Contact Name and e-mail address:

Amir Seyedbagheri

amir@tecidaho.com

Bidder's License No.:

Public Works License #: 026207-A-4

(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

City of Star
River House Parking Lot

BID BOND (Penal Sum Form)

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address): Titan Excavation & Construction Inc.
PO Box 2770
McCall, ID 83638

SURETY (Name, and Address of Principal Place of Business): Granite Re, Inc
14001 Quailbrook Drive
Oklahoma City, OK 73134

OWNER (Name and Address): City of Star
10769 W State Street
Star, ID 83669

BID

Bid Due Date: June 12th, 2024

Description (Project Name— Include Location): River House Parking Lot

BOND

Bond Number: N/A

Date: June 12th, 2024

Penal sum Five Percent of Bid Amount \$ (5%)
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

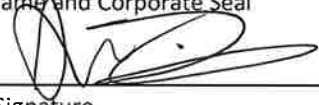
BIDDER Titan Excavation & Construction Inc. (Seal)

SURETY Granite Re, Inc. (Seal)

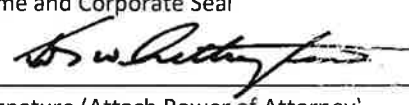
Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:


Signature

By:


Signature (Attach Power of Attorney)

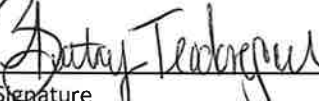
Amir Seyedbagheri
Print Name

Kenneth D. Whittigton
Print Name


President
Title

Attorney - In - Fact
Title

Attest:


Signature

Attest:


Signature Kyle McDonald

Business Manager
Title

Assistant Secretary
Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.



Brad Little
Governor

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

026207 - A - 4
License Number

05/25/2016
Original License Issued

Categories: 02220, 02260, 02318, 02230, 18700, 02500, 03900

This is to certify that
TITAN EXCAVATION & CONSTRUCTION INC

has fulfilled the requirements of the law relating to licensing in Idaho Code, Title 54, Chapter 19 & 45
and is hereby granted this certificate.

This license expires: 03/31/2025

Licensee Signature

Russell Barron, Administrator

SECTION 00 43 36 – PROPOSED SUBCONTRACTORS

Bidder shall include in his or her Bid the name, address, and Idaho Public Works Contractor License Number of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract for the project in the areas listed below under the general Contract. Failure to name Subcontractors as required shall render any Bid submitted by the Bidder unresponsive and void.

(Insert "self" if properly licensed and so intended. Insert "Not required" if such specialty work is not required)

<u>Subcontractor</u>	<u>Name/Address/Public Works License Number</u>	<u>% of Work Performed</u>
Electrical Contractor:	Royalty Electric	5.00%
Address:	8611 W. Cory Ln. Boise, ID 83704	
License Number:	Public Works License #: 001310-A-3-4	
Plumbing Contractor:		
Address:		
License Number:		
HVAC Contractor:		
Address:		
License Number:		
Concrete Contractor	EM- Construction	11.00%
Address:	211 E. 43rd St. Garden City, ID 83704	
License Number:	Public Works License #: C-14461-AAA-4	
Asphalt Contractor	Asphalt Driveways & Patching	17.5%
Address:	PO Box 702 Nampa, ID 83653	
License Number:	Public Works License #: 064472-D-4	
Address:		
License Number:		
Address:		
License Number:		
Total % of Work Performed by Subcontractors		33.5%

River House Parking Lot

Capital Paving Company, Inc.

observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. 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.
- H. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Owner is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. 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.
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "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.
 - 2. "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.
 - 3. "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; and
 - 4. "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.

City of Star
River House Parking Lot

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

RIVER HOUSE PARKING LOT BID PACKAGE

Total of Base Bid Package	FIVE HUNDRED TWENTY EIGHT THOUSAND, NINE HUNDRED FORTY SIX DOLLARS AND TWENTY FIVE CENTS \$ 528,946.25
	(Amount in Figures)
Additive Bid #1	SIXTEEN THOUSAND, THREE HUNDRED EIGHTY FIVE DOLLARS AND ZERO CENTS \$ 16,385.00
	(Amount in Figures)
Additive Bid #2	EIGHT THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND ZERO CENTS \$ 8,750.00
	(Amount in Figures)
<p>(Amount in Words) \$554,081.25 FIVE HUNDRED FIFTY FOUR THOUSAND, EIGHTY ONE DOLLARS AND TWENTY FIVE CENTS (Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)</p>	

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 accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security.
- B. List of Proposed Subcontractors.
- C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids.
- D. Idaho Public Works Contractor’s License No. or Evidence of Bidder’s ability to obtain an Idaho Public Works Contractor’s License and a covenant by Bidder to obtain said license prior to award and execution of contract.

ARTICLE 8 – DEFINED TERMS

8.01 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 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

City of Star
River House Parking Lot

CAPITAL PAVING COMPANY, INC

By:

[Signature]

T. M. Collingham

[Printed name]

Theresa M. Collingham

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

John Mitchell

[Printed name]

John Mitchell

Title:

Authorized Agent

Submittal Date:

June 12, 2024

Address for giving notices:

PO Box 190810

Boise, ID 83719

Telephone Number:

208-362-9845

Fax Number:

N/A

Contact Name and e-mail address:

John Mitchell

JOHN@CAPITALPAVINGBOISE.COM

Bidder's License No.:

RCE-4060, PWC-C-12069-unlimited-4

(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

Modified from EJCDC® C-410, Bid Form for Construction Contracts.

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and American Society of Civil Engineers. All rights reserved. 00 41 13 - Page 4 of 4

City of Star
River House Parking Lot

BID BOND (Penal Sum Form)

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Capital Paving Company
2319 S. Empire Way
Boise, ID, 83709

SURETY (Name, and Address of Principal Place of Business):

Granite Re, Inc.
14001 Quailbrook Drive
Oklahoma City, OK 73134

OWNER (Name and Address):

City of Star Idaho
10769 W. State Street
Star, ID 83669

BID

Bid Due Date: June 12th 2024

Description (Project Name— Include Location): River House Parking Lot

BOND

Bond Number: N/A

Date: June 12th, 2024

Penal sum Five Percent of Bid Amount

\$ (5%)

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Capital Paving Company

(Seal)

Bidder's Name and Corporate Seal

By:

Signature

John Mitchell

Print Name

Title

Attest:

Signature

Title

Contract Admin

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

SURETY

Granite Re, Inc.

(Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Kenneth D. Whittington

Print Name

Attorney- In- Fact

Title

Attest:

Signature Kyle McDonald

Title Assistant Secretary

**City of Star
River House Parking Lot**

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 shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur 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 shall 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 shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall 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 shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall 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 Registered or Certified Mail, return receipt requested, postage pre-paid, and shall 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 shall 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 shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

City of Star
River House Parking Lot

SECTION 00 43 36 – PROPOSED SUBCONTRACTORS

Bidder shall include in his or her Bid the name, address, and Idaho Public Works Contractor License Number of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract for the project in the areas listed below under the general Contract. Failure to name Subcontractors as required shall render any Bid submitted by the Bidder unresponsive and void.

(Insert "self" if properly licensed and so intended. Insert "Not required" if such specialty work is not required)

<u>Subcontractor</u>	<u>Name/Address/Public Works License Number</u>	<u>% of Work Performed</u>
Electrical Contractor:	POWER PLUS INC.	13.13%
Address:	25 HARTMAN ST, BOISE, ID 83704	
License Number:	10-ELE-14995, RCE-3894, PW-10947-U	
Plumbing Contractor:	N/A	
Address:		
License Number:		
HVAC Contractor:	N/A	
Address:		
License Number:		
FENCING	ANVIL FENCE COMPANY	4.5%
Address:	106 E 46TH ST, GARDEN CITY, ID 83714	
License Number:	058096-B-4 (02820)	
CONCRETE	CLEAN CONCRETE LLC	8.4%
Address:	2966 E CALABRIA DR, MERIDIAN, ID 83642	
License Number:	030518-D-4	
STRIPING	CURTIS URBAN SWEED	.39%
Address:	PO BOX 44112, BOISE, ID 83711	
License Number:	13294-A-4	
Address:		
License Number:		
Total % of Work Performed by Subcontractors		26.42%

Division of Occupational and Professional Licenses
Department of Self Governing Agencies
The person named has met the requirements for registration and is
entitled under the laws and rules of the State of Idaho to operate as a(n)
REGISTERED ENTITY CONTRACTOR

**CAPITAL PAVING COMPANY INC
GEORGE & THERESA COLLINGHAM, ET AL
2319 S EMPIRE WAY
BOISE ID 83709**


Russell S. Barron
Division Admin

RCE-4060
Number

12/14/2024
Expires



Brad Little
Governor

State of Idaho

Division of Occupational and Professional Licenses
PUBLIC WORKS CONTRACTORS LICENSING
CONTRACTOR

PWC-C-12069 - UNLIMITED - 4
License Number

Categories: 02310, 02500, 02740

04/13/1977
Original License Issued

This is to certify that

CAPITAL PAVING COMPANY, INC.

has fulfilled the requirements of the law relating to licensing in Idaho Code, Title 54, Chapter 19 & 45
and is hereby granted this certificate.

This license expires: 04/30/2025


Licensee Signature


Russell Barron, Administrator