

Stark Sprinkler & Landscape

7455 W Sagebrush Way
Boise, ID 83709

Estimate

Date	Estimate #
8/27/2019	3428

Name / Address
TDX Power Services, LLC Joel Niederklein 7544 Lemhi Street, STE #2 Boise, Idaho 83709

(208) 484-2769 Office
(208) 887-1808 Fax
office@starklandscape.com

Rep	License #	Public Works Lic. #
Sam C	RCT - 34090	17119-C-4

Description	Total
Estimate for Bernardine Quinn's Park Green-Up Estimate per plans: L-100, L-101, L-200, L-201 Dated July 2019 - Estimate per specs: 20810, 02900, 02920 Estimate Includes: Irrigation System	49,600.00
Supply and Install of Topsoil (6" depth throughout planting areas)	50,850.00
Fine Grade and Soil Amendments (compost and ammonium sulfate)	19,565.00
Plant Material Supply and Install (trees and shrubs)	17,830.00
Shredded Bark Mulch for Trees	1,250.00
Chat Rock Mulch per Plans (2" depth over areas) (Does not include 4" compacted base)	5,850.00
Price per sq.ft. at 35,000 Sq.Ft. = 0.16 per Sq.Ft. - Price per Sq.Ft. per bid schedule at 5,500 Sq.Ft. = 0.20 per Sq.Ft.	
Creeping Red Fescue Seed per Plans	3,500.00
Ballfield 5 Sod per Plans	36,380.00
Estimate does not Include: Add Alternates 1-5 Demo or Excavation of Existing Site Conditions Boulder Supply or Install Any Concrete Flatwork Any Site Amenities Any Bank Stabilization	
<div>Trees: \$12,000 (Supply: \$7,000, Install: \$5,000) Shrubs: \$5,830 (Supply: \$3,000, Install: \$2,830)</div>	<div>\$108,560.00</div>
We look forward to doing business with you.	Total \$184,825.00

ACCEPTANCE OF PROPOSAL

STARK LANDSCAPE REPRESENTATIVE

Authorized Signature: _____

Signature: _____

Print Name: _____

Date Accepted: _____

BID SCHEDULE PRICING

BASE BID SCHEDULE PRICING -BERNARDINE QUINN PARK GREEN-UP

ITEM	DESCRIPTION	APPROX QTY	UNITS	UNIT PRICE	AMOUNT BID
1	Mobilization including all required permits, construction signage, and security per plans and specifications.	1	Lump Sum	\$ 26,158.00	\$ 26,158.00
2	Remove and properly dispose of existing unsuitable material and miscellaneous items per plans and specifications.	2,500	CY	\$ 13.21	\$ 33,025.00
3	Provide and install base, sub base and concrete flatwork per plans and specifications.	4,000	SF	\$ 5.30	\$ 21,200.00
4	Provide and install 10' wide concrete path including base material per plans and specifications.	800	LF	\$ 53.87	\$ 43,096.00
5	Provide and install 6' wide concrete path including base material per plans and specifications.	550	LF	\$ 32.68	\$ 17,974.00
6	Provide and install 3' wide concrete path including base material per plans and specifications.	610	LF	\$ 19.72	\$ 12,029.20
7	Provide and install "chot" including base material per plans and specifications.	5,540	SF	\$ 0.65	\$ 3,601.00
8	Provide and install site amenities per plans and specifications, including bike racks, picnic tables, benches, trash cans, signs and miscellaneous items.	1	Lump Sum	\$ 24,701.55	\$ 24,701.55
9	Provide and install landscaping per plans and specifications, including topsoil, trees, shrubs, sod, seed, decorative boulders and bark mulch.	1	Lump Sum	\$ 117,992.56	\$ 117,992.56
10	Provide and install complete irrigation system per plans and specifications.	1	Lump Sum	\$ 61,978.43	\$ 61,978.43
11	Provide and install bank stabilization with owner supplied materials per plans and specifications.	1	Lump Sum	\$ 8,878.86	\$ 8,878.86



Office: 634-2021 • Fax: 634-9779 • P.O. Box 710 • McCall, ID 83638

falveysearthworks.com

BOISE CITY PURCHASING OFFICE

150 N. CAPITOL BLVD.

BOISE, ID 83702

SFB 20-153

Bowler Park Development

FB 20-397

BID DOCUMENTS ENCLOSED

FB 20-397

Bowler Park Development

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BID PROPOSAL SIGNATURE PAGE

Name of Business	Falvey's LLC	
	Please print or type	
Address	P.O. Box 710	
City, State, Zip Code	McCall, ID 83638	
Phone#	208-634-2021	
E-Mail Address	matthew@falveysllc.com	
Federal Tax ID#	20-4892071	
Signature	X	
Printed Name	Matthew Falvey	
Title	Owner	
Date	9-2-20	
Idaho Public Works Contractor's License Number	PWC-C-16596-AA-1-2-3	

Bidder Acknowledges Receipt of the Following Addenda:

- | | |
|--|-------------------------------------|
| <input checked="" type="checkbox"/> Addenda #1 | <input type="checkbox"/> Addenda #4 |
| <input checked="" type="checkbox"/> Addenda #2 | <input type="checkbox"/> Addenda #5 |
| <input checked="" type="checkbox"/> Addenda #3 | <input type="checkbox"/> Addenda #6 |

The above signed proposes to provide services in accordance with the specifications for this project for the City of Boise, Idaho and to bind themselves, on the acceptance of this Bid/Proposal, to enter into and execute a contract, of which this Bid/Proposal, terms and conditions, and specifications will be part.

The above signed acknowledges the rights reserved by the City to accept or reject any or all Bids/Proposals as may appear to be in the best interest of the City and is authorized to do business in Idaho.

Number of days price will be guaranteed:	90
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(Request 90 days)

FB 20-397 BOWLER PARK DEVELOPMENT
ADDENDUM 1 REVISED BID SCHEDULE

Item	Extended Cost
1. Mobilization: Mobilization for construction per plans and specifications inclusive of Construction Site Safety Implementation, traffic and pedestrian control measures, and SWPPP/ESC BMP's per Boise City Code, and building permits. Lump Sum	\$ 90,000.00
2. Demolition: Provide all labor, materials, and equipment for demolition of existing items per plans and specification. Lump Sum	\$ 2000.00
3. Grading: Provide all labor, materials, and equipment to perform site grading per plans and specifications. Lump Sum	\$ 107,000.00
4. Utilities: Provide all labor, materials, and equipment to install utilities, including final connections to restroom per plans, details, and specifications. Water: \$ _____/LF Sewer: \$ _____/LF Electrical: \$ _____/LF Lump Sum	\$ 75,000.00
5. Hardscape: Asphalt: Provide all labor, materials, and equipment to install asphalt, and striping, inclusive of base aggregate per plans, details, and specifications. Lump Sum	\$ 50,000.00
6. Hardscape: Asphalt Path Maintenance: Provide all labor, materials, and equipment to install asphalt inclusive of base aggregate per plans, details, and specifications. Lump Sum	\$ 6000.00
7. Hardscape: Concrete: Provide all labor, materials, and equipment to install concrete flatwork, seat walls, sidewalk, curb and gutters, inclusive of base aggregate per plans, details, and specifications. 125.00 Seat Walls: \$ 250 /LF Lump Sum	\$ 111,000.00
8. Hardscape: Retaining Walls: Provide all labor, materials, and equipment to install rock retaining walls per plans, details, and specifications. Lump Sum	\$ 42,000.00

<p>9. CXT Restroom Footing and Pad Prep: Provide all labor, materials, and equipment to install restroom footing and prep pad per plans, details, and specifications.</p> <p>Lump Sum</p>	<p>\$ 28,500.00</p>
<p>10. Playground Prep: Provide all labor, materials, and equipment to install playground curb and base per plans, details, and specifications.</p> <p>Lump Sum</p>	<p>\$ 21,000.00</p>
<p>11. Dog Park: Provide all labor, materials, and equipment to install post and rail fencing, gates, and chat per plans, details, and specifications.</p> <p>Lump Sum</p>	<p>\$ 60,000.00</p>
<p>12. Skate Plaza: Provide all labor, materials, and equipment to install concrete flatwork and skate features inclusive of base aggregate per plans, details, and specifications.</p> <p>Lump Sum</p>	<p>\$ 204,000.00</p>
<p>13. Outdoor Gym: Provide all labor, materials, and equipment to install concrete curb and base per plans, details, and specifications.</p> <p>Lump Sum</p>	<p>\$ 14,000.00</p>
<p>14. Bocce Ball Court: Provide all labor, materials, and equipment to install bocce ball court, inclusive of boards and oyster shells, per plans, details, and specifications.</p> <p>Lump Sum</p>	<p>\$ 22,500.00</p>
<p>15. Irrigation: Tanks and Pumps: Provide all labor, materials, and equipment to install irrigation tanks and pumps system per plans, details, and specifications.</p> <p>Lump Sum</p>	<p>\$ 237,892.00</p>
<p>16. Irrigation: Provide all labor, materials, and equipment to install irrigation system per plans, details, and specifications.</p> <p>Lump Sum</p>	<p>\$ 90,000.00</p>
<p>17. Landscape: Provide all labor, materials, and equipment for soil improvements, shrubs, trees, and turf per plans, details, specifications.</p> <p>Lump Sum</p>	<p>\$ 140,000.00</p>
<p>18. Amenities: Shelters: Provide all labor, materials, and equipment for installation of shelters, inclusive of engineered stamped drawings, per plans, details, specifications.</p> <p>Lump Sum</p>	<p>\$ 200,000.00</p>

19. Amenities: Provide all labor, materials, and equipment for installation of benches, trash cans, bike racks, dog bag dispenser, removable bollards, sign bollard, drinking fountains and signs per plans, details, specifications. Lump Sum	\$ 24,500.00
20. Amenities: Disc Golf Tee Pads and Baskets: Provide all labor, materials, and equipment for installation of concrete disc golf tee pads and baskets per plans, details, specifications. Lump Sum	\$ 9800.00
TOTAL BASE BID	\$ 1,535,192.00
TOTAL BASE BID IN WORDS One Million Five Hundred Thirty Five Thousand One Hundred Ninety Two	
ADD ALTERNATE #1	Extended Cost
21. Add Alt #1: Idaho Power Trench: Provide all labor, materials, and equipment for installation of Idaho Power Trench per plans, details, specifications. Lump Sum	\$ 2000.00

NOTE: Incidentals to bid include all necessary materials and labor to perform the general intent of this bid package per plans and specification and include but are not limited to site clean-up, and landscape restoration.

***Total bid price to include all permit fees, sales, consumer use and all other similar taxes required by law in the place where the work is performed.**

The Owner reserves the right to award any, all or none of the alternate bid items. The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder based on the sum of Base Bid and Alternates accepted.

FB 20-397
Bowler Park Development
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BID BOND

(Return this or other executable surety)

KNOW ALL MEN BY THESE PRESENTS, that we, the above signed, as Principal, and The Ohio Casualty Insurance Company as Surety, are hereby held and firmly bound unto as Owner in the penal sum of Five Percent of Bid Amount, which is 5% of the amount bid, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 27th day of August, 2020. The Condition of the above obligation is such that whereas the Principal has submitted to City of Boise a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the construction of new and other miscellaneous work as set forth in the plans and specifications for FB 20-397. More specifically, this work includes and other related work.

NOW, THEREFORE,

The Bond will become null and void:

(a) If said BID will be rejected.

(b) If said BID will be accepted and the Principal will execute and deliver a contract in the Form of Contract attached hereby (properly completed in accordance with said BID) and will furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and will in all other respects perform the agreement created by the acceptance of said BID.

OTHERWISE:

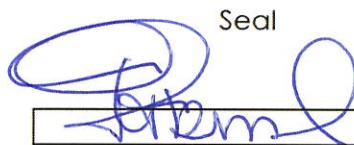
The Bond will remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder will, in no event, exceed the penal amount of this obligation as herein stated.

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND will be in no way impaired or effected by an extension of time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.


Principal Falvey's LLC

The Ohio Casualty Insurance Company
Surety

Seal

By Jennifer Grenrood, Attorney-in-Fact

[Faint handwritten notes at bottom left]

Certificate No 8203150 - 969582

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Jennifer Greenwood, Ellie Peck, Karyl A. Richter, Arianna Slotemaker

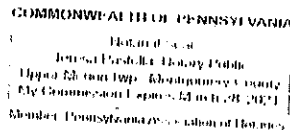
IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or officers of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of February, 2020.



By: David M. Carey, Assistant Secretary

On this 20th day of February, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Article IV - Execution of Contracts: Section 5. Surety Bonds and Undertakings
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Article V - Certificate of Designation – The President of the Company, acting pursuant to the Board of Directors, shall have full power to designate any person or persons to act as its agent or agents in connection with the execution of any contract or contracts entered into by the Company, and to execute and deliver any instrument or instruments necessary to carry out such designation.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Canal Authority, do hereby certify that the foregoing is a true and correct copy of the resolution of the Board of Directors of the Company.

I, Renée C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 27th day of May, 1994.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of August 2009



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

IMS 12B75 LMR - CHIC WASH, Multi Co 12/19

To confirm the validity of this Power of Attorney call
1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day

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DELIVERY INFORMATION

List any risks associated with the on-time delivery of this project

None

Capacity (list current projects and current completion dates):

Project	Completion Date
Private	12-15-20

Bowler Park Development
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REFERENCES

Bidder must provide at least three (3) current professional references from different firms/organizations for which this type of product/service has been provided. References must be able to verify Service Provider's experience to comply with the requirements of this proposal. Failure to provide references with similar scope/product, successfully delivered can be grounds for disqualification.

Reference 1

Organization Name	City of McCall
Contact Name	Kurt Wolf
Contact Title/Role	Park & Rec Director
Contact Phone Number	208-634-8967

Reference 2

Organization Name	City of Donnelly
Contact Name	Cami Hedger
Contact Title/Role	City Administrator
Contact Phone Number	208-325-8859

Reference 3

Organization Name	Valley County
Contact Name	Jeff McFadden
Contact Title/Role	Roads Superintendent
Contact Phone Number	208-382-7159

List any previous City projects, performed within the past 3 years. (Failure to disclose or poor performance can be grounds for disqualification)

Project	Department	Contact
Quinn's Pond Freshwater Intake	City of Boise - PW	Jason Taylor
Toter-Falcon Bank Repair	City of Boise - Parks	Wendy Larimore
Wylie Lane Bank Repair	City of Boise - Parks	Wendy Larimore

Vendor's Comments:

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Bowler Park Development
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REQUIREMENTS

In the event that the general 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 contractor shall demonstrate compliance with this requirement by listing their valid contractor's license number for the plumbing, HVAC or electrical work to be self-performed by the general contractor on the bid/proposal form.

SUBCONTRACTORS

As required by Idaho Codes 54-1902 and 67-2310 the following list includes the names, addresses, Idaho Public Works License number and the percentage of project in dollars for all Subcontractors. Failure to name subcontractor (if used) for plumbing, heating, air-conditioning and electrical as required by said section 67-2310 will render any bid/proposal submitted by a general Contractor unresponsive and void.

Public Works and Trade license numbers MUST be provided

(Only list subcontractors or **self** when trade is required for project, please use N/A if trade is not required for this project).

Electrical

Company Name	Idaho Public Works Contractor's License Number	Electrician License#
<i>A.M.E. Electric Inc.</i>	<i>PWC-C-11544</i>	<i>ELE-C-2854</i>

Plumbing

Company Name	Idaho Public Works Contractor's License Number	Plumbing License#
<i>Buss Mechanical Services</i>	<i>PWC-C-14908</i>	<i>PLB-C-10803</i>

HVAC

Company Name	Idaho Public Works Contractor's License Number	HVAC License#
<i>Buss Mechanical Services</i>	<i>PWC-C-14908</i>	<i>HVC-C-47</i>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 59 Farm Insurance Brokerage Co Inc PO Box 4848 Pocatello, ID 83205-4848	CONTACT NAME:	
	PHONE (A/C, No, Ext): 208-232-7914	FAX (A/C, No):
INSURED Falvey's LLC Falvey's Earthworks PO Box 710 McCall, ID 83638	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D : Idaho State Insurance Fund 36129	
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED <input type="checkbox"/> RETENSION \$						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	616985	07/01/2020	07/01/2021	X WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Boise
1104 W. Royal Blvd
Boise, ID 83706

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/26/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Western Community Ins Co PO Box 4848 Pocatello, ID 83205-4848	CONTACT NAME: PFOST DARIN - AA		J
	PHONE (A/C, No, Ext): 208-401-0132	FAX (A/C, No): 208-232-3608	
E-MAIL ADDRESS: commcerts@idfbins.com			
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: Western Community Ins Co			39519
INSURER B:			
INSURER C:			
INSURER D:			
INSURER E:			
INSURER F:			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: AF0670

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y	N	8N084102	6/21/20	6/21/21	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
A	AUTOMOBILE LIABILITY	Y	N	8N084102	6/21/20	6/21/21	GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> ANY AUTO						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$
	UMBRELLA LIAB						BODILY INJURY (Per accident) \$
	EXCESS LIAB						PROPERTY DAMAGE (Per accident) \$
	DED RETENTION \$						\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A				WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Refer to IDCG 236 (03/07) Exclusion of Coverage for Structures Built Outside of Designated Areas Endorsement - Copy attached.

CERTIFICATE HOLDER	CANCELLATION
 CITY OF BOISE PARKS & RECREATION DEPT 1104 W ROYAL BLVD BOISE ID 83706	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Western Community Ins Co		NAMED INSURED FALVEYS LLC PO BOX 710 MCCALL ID 83638
POLICY NUMBER 8N084102		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

CITY OF BOISE PARKS & RECREATION DEPT
is listed as an additional insured per endorsements
CG 20 10 (07/04) IDCA 389 (01/04)

Brad Little
Governor

State of Idaho
Division of Building Safety
PUBLIC WORKS CONTRACTORS LICENSING
CONTRACTOR

PWC-C-16596 - AA - 1- 2- 3
License Number


07/11/2006
Original License Issued

This is to certify that
FALVEY'S LLC

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: 04/30/2021

Licensee Signature



Chris L. Jensen, Administrator



City of Boise Resolution Formal Bid

Purchasing
150 N Capitol Blvd
Boise, ID 83702
(208) 972-8531

TO: Mayor and Council
FROM: Colin Millar, Purchasing
NUMBER: RES-523-20
DATE: November 2, 2020
SUBJECT: FB 20-397; Bowler Park Development, to Falvey's; Parks; NTE \$1,537,192.00.

BACKGROUND:

City of Boise Parks and Recreation Department solicited proposals for park development including grading, retaining wall, asphalt, concrete, utilities, irrigation, landscape and site amenities.

BID RESULTS:

The bids were opened September 2, 2020, at 11:00am local time. Fifty-five (55) companies received plan sets and were entered on the plan holders list. Seven (7) bids were received.

<u>BIDDER</u>	<u>BASE BID</u>	<u>ALT #1</u>
Falvey's LLC	\$1,535,192.00	\$2,000.00
TDX Power Services	\$1,586,780.00	\$1,650.00
CRC Design-Build Systems	\$1,584,320.00	\$32,000.00
Diamond Contractors	\$1,635,350.00	\$6,200.00
Hawkeye Builders	\$1,782,738.00	\$9,000.00
Knife River Corporation	\$1,946,000.00	\$3,000.00
Cascade Enterprises	\$2,452,957.00	\$19,440.00
Engineer's Estimate	\$800,000.00	

Parks and Recreation staff reviewed the bids for accuracy, completeness, and responsiveness. The lowest responsive bidder, Falvey's, LLC, has been contacted by Parks

CITY OF BOISE

and Recreation staff and indicated that they would like to proceed with the purchase.

RECOMMENDATION:

Finance and Administration and Parks and Recreation Department staff recommend that FB 20-397 is awarded to the lowest responsive bidder, Falvey's, LLC, not to exceed \$1,537,192.00 for Base Bid and Alternate #1. Award of this contract is subject to compliance with requirements. Additional documents are available for review on request.

FINANCIAL IMPACT:

Department has confirmed sufficient funding is available for this obligation.

ATTACHMENTS:

- FB 20-397 Bowler Park Development-Project Manual (PDF)
- FB 20-397 Falvey's-proposal (PDF)
- FB 20-397 Contract Final Executed Document (PDF)

CITY OF BOISE

Resolution NO. RES-523-20

BY THE COUNCIL

BAGEANT, CLEGG , HALLYBURTON,
SANCHEZ, THOMSON AND
WOODINGS

A RESOLUTION APPROVING AN AGREEMENT AND AWARD FOR FB 20-397 BOWLER PARK DEVELOPMENT BETWEEN THE CITY OF BOISE CITY (PARKS AND RECREATION DEPARTMENT) AND FALVEY'S, LLC; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT AND AWARD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Finance and Administration and Parks and Recreation Department staff recommend award of FB 20-397: Bowler Park Development, to the lowest, responsive bidder, Falvey's, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF BOISE CITY, IDAHO:

Section 1. That the Agreement and Award for FB 20-397: Bowler Park Development by and between the city of Boise City and Falvey's, LLC, attached hereto and incorporated herein by reference, be, and the same is hereby, approved as to both form and content.

Section 2. That the Mayor and City Clerk be, and they hereby are, authorized to respectively execute and attest said Agreement and Award for and on behalf of the city of Boise City

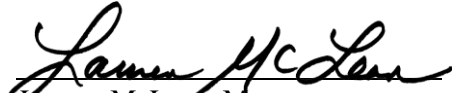
Section 3. That this Resolution shall be in full force and effect immediately upon its adoption and approval.

CITY OF BOISE

ADOPTED by the Council of Boise City, Idaho, on November 10, 2020.

APPROVED by the Mayor of the Boise City, Idaho, on November 10, 2020.

APPROVED:


Lauren McLean, Mayor



ATTEST:


Lynda Lowry, Ex-Officio City Clerk

CONSTRUCTION CONTRACT AGREEMENT
PURCHASING CONTRACT NUMBER FB 20-397

Project: **Bowler Park Development**

Contractor: **Falvey's LLC**

Owner: **Parks and Recreation**, City of Boise City,

THIS AGREEMENT is made this 10th day of November, 2020, by and between the City of Boise City, an Idaho municipal corporation located in Ada County, hereinafter referred to as "Owner", and Falvey's LLC, hereinafter referred to as "Contractor", duly authorized to do business in the State of Idaho.

1. Statement of Work. The Contractor shall furnish labor, material and equipment for, and perform the work described in the Contract Documents for the consideration stipulated, and in compliance with State and City Codes.

1.01. Contract Documents. "Contract Documents" consist of the following, together with any amendments that may be subsequently executed in accord with Paragraph 17 hereof, all of which are incorporated herein and together constitute the "Agreement":

Bid Proposal	Performance Bond
Construction Contract Agreement	Labor & Payment Bond
Specifications	Liability Insurance
Acknowledgements	Automobile Insurance
	Workers' Compensation

Environmental Impairment Liability/Contractor's Pollution Legal Liability Coverage

1.02. Order of Precedence. The various provisions of the Contract Documents are intended to be complementary. However, in the event of a conflict between the terms and conditions of the Contract Documents, the terms of the latest applicable mutually executed amendment will take precedence, followed by the terms of this Construction Contract Agreement and then the terms of the Bid Proposal.

2. Amount of Contract. In an amount Not to Exceed: \$1,537,192.00 for Base Bid and Alternate #2.

3. Term of Contract. The work to be performed under this Agreement shall commence upon receipt of Notice to Proceed as provided in the General Conditions, 120 days substantial completion with a 365-day contract term, unless sooner terminated as herein provided.

4. Indemnification and Insurance. The Contractor shall indemnify and save and hold harmless the Owner from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by the Contractor, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of Owner or its employees. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.

In addition, the Contractor shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, liability insurance, in which the Owner shall be named an additional insured in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless Owner; and if Owner becomes liable for an amount in excess of the insurance limits, herein provided, the Contractor covenants and agrees to indemnify and save and hold harmless Owner from and for all such losses, claims, actions, or judgments for damages or liability to persons or property. The Contractor shall provide Owner with a Certificate of Insurance, or other proof of insurance evidencing compliance with the requirements of this paragraph and file such proof of insurance with the Owner. In the event the insurance minimums are changed, Contractor shall immediately submit proof of compliance with the changed limits.

Contractor shall maintain automobile insurance with a limit of no less than \$500,000 per occurrence for owned, non-owned and hired vehicles. If Contractor has no owned motor vehicles, then hired and non-owned motor vehicle liability coverage with limits not less than \$500,000 per accident for bodily injury and property damage is required. Where applicable, the City of Boise shall be named as an additional insured.

Environmental Impairment Liability/Contractor's Pollution Legal Liability: Environmental Impairment Liability/Contractor's Pollution Legal Liability coverage will be required for activities in the scope of this contract. Limit will not be less than \$1,000,000 per occurrence for bodily, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate Environmental Liability policy or through modification to the Commercial General Liability policy. Evidence of either must be provided for the duration of these pollution exposure activities. The City of Boise shall be named an additional insured on the Environmental Impairment Liability. Contractor shall provide a Certificate of Insurance and amendatory policy endorsement or copies of the applicable policy language evidencing Contractor's compliance with insurance requirements.

Additionally, the Contractor shall have and maintain during the life of this contract, statutory Workers Compensation, regardless of the number of employees, or lack thereof, to be engaged in work on the project under this agreement (including himself) in the statutory limits as required by law. In case any such work is sublet, the Contractor shall require the SubContractor provide Workers Compensation Insurance for himself and any/all the latter's employees to be engaged in such work. Proof of insurance must be provided to the owner prior to the start of work.

Proof of insurance shall be provided to City of Boise, **Purchasing**, P.O. Box 500, Boise, ID. 83701.

5. Independent Contractor. In all matters pertaining to this Agreement, the Contractor shall be acting as an independent contractor, and neither the Contractor nor any officer, employee or agent of the Contractor will be deemed an employee of City. The selection and designation of the personnel of the Owner in the performance of this Agreement shall be made by the Owner.

6. Compensation. For performing the services specified in Section 1 herein, Owner agrees to reimburse Contractor according to the attached bid specification. Payment will not include any sub-contract or other personal services pay except as may be agreed to in writing in advance by the parties. Change Orders may be issued, subject to Purchasing/Council approval.

7. Method of Payment. Contractor will invoice Parks and Recreation directly for all current amounts earned under this Agreement. Owner will pay all invoices within forty-five (45) days after receipt. Notwithstanding the forgoing, for projects involving federal funds or federal approval, the date of payment is contingent on the receipt of such funds or approval.

8. Notices. Any and all notices required or permitted to be given by either party hereto, unless otherwise stated in this Agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

**City of Boise
Parks and Recreation
1104 Royal Blvd.
Boise, Idaho 83706**

**Falvey's LLC
PO Box 713
McCall, Idaho 83638**

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other in the manner provided by Paragraph 17 herein.

9. Attorney Fees. Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.

10. Time is of the Essence. The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder will constitute a breach of, and a default under, this Agreement by the party so failing to perform.

11. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any delays in or failure of performance of any term of this Agreement when and to the extent such delays or failures of performance are caused by occurrences beyond the affected party's reasonable control, including but not limited to, acts of God or the public enemy; compliance with any order or request of any governmental authority; fires, floods, explosion, accidents; riots, strikes or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of the affected party. If any event of force majeure as herein defined occurs, the affected party shall be entitled to a reasonable extension of time for performance under this Agreement.

12. Assignment. It is expressly agreed and understood by the parties hereto, that the Contractor shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of Owner.

13. Discrimination Prohibited. In performing the Services required herein, the Contractor, sub-recipient, or subcontractor shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity/expression, national origin or ancestry, age or disability. It is the Contractor's responsibility to ensure that the sub-contractor is in compliance with this section.

Further, if this is a Department of Transportation assisted contract, the Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of the contract. It is the Contractor's responsibility to ensure that all sub-contractors are in compliance with these requirements as well. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate.

14. Reports and Information. At such times and in such forms as Owner may require, there will be furnished to Owner by Contractor such statements, records, reports, data and information as Owner may request pertaining to matters covered by this Agreement.

15. Audits and Inspections. At any time during normal business hours and as often as the Owner may deem necessary, Contractor shall make available to the Owner for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the Owner to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

16. Compliance with Laws. In performing the scope of services required hereunder, the Contractor shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.

17. Changes. The Owner may, from time to time, request changes in the Scope of Work to be performed hereunder. Such changes, and any increase or decrease in the Contractor's compensation, shall be effective only if they are in the form of mutually executed written amendments to this Agreement.

18. Termination for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Owner shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. If this Agreement is terminated for cause, the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of this Agreement by the Contractor, and the Owner may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined. This provision shall survive the termination of this Agreement and shall not relieve the Contractor of its liability to the Owner for damages.

19. Termination for Convenience of City. Owner may terminate this Agreement at any time by giving at least fifteen (15) days notice in writing to the Contractor. If the Agreement is terminated by Owner as provided herein, Contractor will be paid an amount which bears the same ratio to the total compensation as the work actually performed bear to the total services of Contractor covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of Contractor, Section 18 hereof relative to termination will apply.

20. Contractor to Pay or Secure Taxes. Per the considerations of Idaho Code § 63-1503, the Contractor agrees: 1) to pay promptly when due all taxes (other than on real property), excises and license fees due the state, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this Agreement, whether or not the same shall be payable at the end of such term; 2) that if said taxes, excises and license fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon the Contractor's property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and 3) that, in the event of the Contractor's default in the payment or securing of such taxes, excises, and license fees, the Contractor consents that Owner may withhold from any payment due the Contractor hereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which the Contractor is liable.

21. Labor. To the extent permitted and consistent with any applicable federal labor preference laws, the Contractor will employ ninety-five percent (95%) bona fide Idaho residents to perform the work described in Paragraph 1 of this Agreement, except where Contractor employs fifty (50) or fewer persons for the work, in which case the Contractor may employ ten percent (10%) nonresidents pursuant to Title 44, Chapter 10, Idaho Code.

22. Severability. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

23. Non-Appropriation. Should funding become not available, due to lack of appropriation, the Owner may terminate this agreement upon 30 (thirty) days notice.

24. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

25. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Boise.

26. Approval Required. This Agreement shall not become effective or binding until approved by the City of Boise. The individual executing this Agreement on behalf of Contractor warrants that he/she has Contractor's full authorization to do so and that his/her execution of this Agreement is in conformance with applicable legal and organizational authorities.

27. Acceptance and Final Payment. Upon receipt of notice that the work is ready for final acceptance and inspection, the Owner's representative will make such inspection and when he finds the work acceptable and the contract fully performed he will have the Contractor issue a final payment request.

28. No Third Party Beneficiary. This Agreement is intended to be solely between and for the benefit of Owner and Contractor. Nothing herein, express or implied, is intended to or shall confer any other person or entity any legal or equitable right, benefit, or remedy whatsoever under or by reason of this Agreement.

29. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument. A signed copy of this Agreement delivered by e-mail shall be deemed to have the same legal effect as delivery of an original signed version of this Agreement.

END OF AGREEMENT

FB 20-397

IN WITNESS WHEREOF, the City and the contractor/vendor have executed this Agreement as of the date first above written.

Falvey's LLC
PO Box 713
McCall, Idaho 83638

Matthew Falvey 11-3-20
Signature Date
Matthew Falvey
Print Name

ACKNOWLEDGEMENT

State of Idaho
County of Valley) ss

On the 3RD day of November, 2020, before me, the undersigned Notary Public, personally appeared Matthew Falvey, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

IN WITNESS WHEREOF, I have set my hand and seal the day and year as above written.



(SEAL)

Shelli Campbell
Notary Public for Idaho

Residing at McCall, Idaho
Commission Expires: 2-3-22

CONTRACTOR'S AFFIDAVIT CONCERNING TAXES

STATE OF Idaho

COUNTY OF Valley

Pursuant to the Idaho Code, Title 63, Chapter 15, I, the above signed, being duly sworn, depose and certify that all taxes, excises and license fees due to taxing units in the State of Idaho, for which I or my property is liable then due or delinquent, have been paid, or secured to the satisfaction of the respective taxing units.

Tax ID# 20-4892071 (IF EIN IS NOT AVAILABLE, DO NOT INCLUDE SS#)

Falvey's LLC
(Contractor Name)

P.O. Box 710
(Address)

McCall, ID 83638
(City and State)

[Signature]
(Signature)

Subscribed and sworn to before me the 3RD day of November, 2020.

Shelli Campbell
(Notary Republic)

McCall, Idaho
(City and State)

Commission Expires:

2-3-22



PURCHASING CONTRACT NUMBER FB 20-397

APPROVED AS TO FORM AND CONTENT:

Doug Holloway 10/28/2020
Department Date

DocuSigned by:
Melissa K. K. K. 10/28/2020
351E72CD1326432
Purchasing Agent Date

Michael F. F. 10/28/2020
Legal Department Date

[Signature] 10/28/2020
Risk Management Date

CITY OF BOISE

APPROVED BY:

Lauren McLean 11/10/20
Mayor Lauren McLean Date

ATTEST:


Lynda Lowry 11/10/20
City Clerk Lynda Lowry Date

CONTRACT AMOUNT:
Not to Exceed \$1,537,192.00



**FB 17-415
FRANKLIN PARK GREEN-UP
RETURN IN SEALED ENVELOPE**

BID PROPOSAL SIGNATURE PAGE

Name of Business	Clearwater Landscape
	Please print or type
Address	1123 12th Ave Ed #269
City, State, Zip Code	Nampa, ID 83687
Phone#	(208) 869-7023
E-Mail Address	David@clearwaterlandscape.net
Signature	X 
Printed Name	David Snow
Title	Owner
Date	9/14/2017
Idaho Public Works Contractor's License Number	004950-A-4

Bidder Acknowledges Receipt of the Following Addenda:

- | | |
|--|-------------------------------------|
| <input checked="" type="checkbox"/> Addenda #1 | <input type="checkbox"/> Addenda #4 |
| <input checked="" type="checkbox"/> Addenda #2 | <input type="checkbox"/> Addenda #5 |
| <input checked="" type="checkbox"/> Addenda #3 | <input type="checkbox"/> Addenda #6 |

The above signed proposes to provide services in accordance with the specifications for this project for the City of Boise, Idaho and to bind themselves, on the acceptance of this Bid/Proposal, to enter into and execute a contract, of which this Bid/Proposal, terms and conditions, and specifications will be part. Submission of this signed proposal signifies agreement with the solicitation's specifications and specifically constitutes a waiver of any objections to them.

The above signed acknowledges the rights reserved by the City to accept or reject any or all Bids/Proposals as may appear to be in the best interest of the City.

Number of days price will be guaranteed:	90 days
--	---------

(Request 90 days)

**FB 17-415
FRANKLIN PARK GREEN-UP
RETURN IN SEALED ENVELOPE**

#	Item	Total Ext \$
1.	2. Mobilization: Mobilization for construction per plans and specifications inclusive of Construction Site Safety Implementation, traffic and pedestrian control measures, contractor prepared SWPPP and ESC plans per Boise City Code, ROW and building permits. <div style="text-align: right;">Lump Sum</div>	\$ 26,700
3.	4. Demolition: Provide all labor, materials, and equipment for demolition of existing items per plans and specification. <div style="text-align: right;">Lump Sum</div>	\$ 19,175
5.	6. Utilities: Provide all labor, materials, and equipment to install utilities per plans, details, and specifications. Water: \$ <u>10</u> /LF Sewer: \$ <u>15</u> /LF Electrical: \$ <u>12</u> /LF <div style="text-align: right;">Lump Sum</div>	\$ 11,685
7.	8. Hardscape: Provide all labor, materials, and equipment to install asphalt, concrete, drainage pond, curb, gutter, and striping, inclusive of base aggregate per plans, details, and specifications. <div style="text-align: right;">Lump Sum</div>	\$ 146,594.9
9.	10. Irrigation: Provide all labor, materials, and equipment to install irrigation system per plans, details, and specifications. <div style="text-align: right;">Lump Sum</div>	\$ 67,039
11.	12. Landscape: Provide all labor, materials, and equipment for grading including berms, drainage pond, trees, and turf per plans, details, specifications. <div style="text-align: right;">Lump Sum</div>	\$ 134,107
13.	14. Amenities: Provide all labor, materials, and equipment for installation of bench, trash cans, bike racks, and signs per plans, details, specifications. <div style="text-align: right;">Lump Sum</div>	\$ 3,334
PROJECT TOTAL		\$ 408,634.9
Total in words: <u>Four Hundred and Eight Thousand Six Hundred and Thirty four 9/100.</u>		

NOTE: Incidentals to bid include all necessary materials and labor to perform the general intent of this bid package per plans and specification and include but are not limited to site clean-up, and landscape restoration.

***Total bid price to include all permit fees, sales, consumer use and all other similar taxes required by law in the place where the work is performed.**

**FB 17-415
FRANKLIN PARK GREEN-UP
RETURN IN SEALED ENVELOPE
DELIVERY INFORMATION**

List any risks associated with the on-time delivery of this project

Capacity (list current projects and current completion dates):

Project	Completion Date
Fairview Playground extension	11/30/17
Intermountain gar	12/30/17
Indian Creek	2/30/2018

**FB 17-415
FRANKLIN PARK GREEN-UP
RETURN IN SEALED ENVELOPE**

REFERENCES

Bidder must provide at least three (3) current professional references from different firms/organizations for which this type of product/service has been provided. References must be able to verify Service Provider's experience to comply with the requirements of this proposal. Failure to provide references with similar scope/product, successfully delivered can be grounds for disqualification.

Reference 1

Organization Name	Sonroc
Contact Name	Jesse Geary
Contact Title/Role	Project Manager
Contact Phone Number	(208) 795-5990

Reference 2

Organization Name	Nampa Paving
Contact Name	Tyson Bird
Contact Title/Role	Project Manager
Contact Phone Number	(208) 966-4051

Reference 3

Organization Name	Dave Minegar
Contact Name	Layton Construction
Contact Title/Role	Project Manager
Contact Phone Number	(208) 429-6740

List any previous City projects, performed within the past 3 years. (Failure to disclose or poor performance can be grounds for disqualification)

Project	Department	Contact
Terry Day	Parks	Kelley Burrows
Mountain View Planter	Parks	Toby Norton
Municipal Park Pgm	Parks	Kelley Burrows

Vendor's Comments:

**FB 17-415
FRANKLIN PARK GREEN-UP
RETURN IN SEALED ENVELOPE**

REQUIREMENTS

In the event that the general 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 contractor shall demonstrate compliance with this requirement by listing their valid contractor's license number for the plumbing, HVAC or electrical work to be self-performed by the general contractor on the bid/proposal form.

SUBCONTRACTORS

As required by Idaho Codes 54-1902 and 67-2310 the following list includes the names, addresses, Idaho Public Works License number and the percentage of project in dollars for all Subcontractors. Failure to name subcontractor (if used) for plumbing, heating, air-conditioning and electrical as required by said section 67-2310 will render any bid/proposal submitted by a general Contractor unresponsive and void.

Public Works and Trade license numbers MUST be provided

(Only list subcontractors or self when trade is required for project, please use N/A if trade is not required for this project).

Electrical

Company Name	Idaho Public Works Contractor's License Number	Electrician License#
Asap electric	008031	ELE-C-23178

Plumbing

Company Name	Idaho Public Works Contractor's License Number	Plumbing License#
Cloverdale Plumbing	003443-B-4	PLB-C975

HVAC

Company Name	Idaho Public Works Contractor's License Number	HVAC License#

**FB 17-415
FRANKLIN PARK GREEN-UP
RETURN IN SEALED ENVELOPE**

BID BOND

(Return this or other executable surety)

KNOW ALL MEN BY THESE PRESENTS, that we, the above signed, as Principal, and Merchants National Bonding, Inc. as Surety, are hereby held and firmly bound unto as Owner in the penal sum of Five Percent (5%) Of Amount Bid, which is 5% of the amount bid, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 11th day of September, 2017. The Condition of the above obligation is such that whereas the Principal has submitted to The City of Boise a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the construction of new and other miscellaneous work as set forth in the plans and specifications for BID NUMBER. More specifically, this work includes and other related work.

NOW, THEREFORE,

The Bond will become null and void:

(a) If said BID will be rejected.

(b) If said BID will be accepted and the Principal will execute and deliver a contract in the Form of Contract attached hereby (properly completed in accordance with said BID) and will furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and will in all other respects perform the agreement created by the acceptance of said BID.

OTHERWISE:

The Bond will remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder will, in no event, exceed the penal amount of this obligation as herein stated.

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND will be in no way impaired or effected by an extension of time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Clearwater Landscape & Irrigation, LLC
Principal <u>[Signature]</u>

Seal

Merchants National Bonding, Inc.
Surety <u>[Signature]</u>

By

MERCHANTS
BONDING COMPANY, INC.
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Jenae M Sexton; Jennifer Grenrood; Karyl A Richter; Machele Day

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

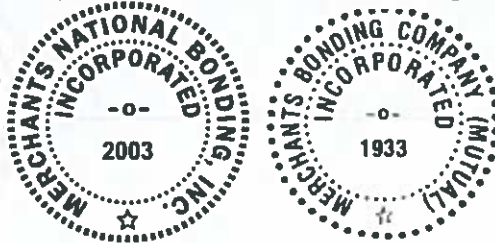
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of August, 2017.



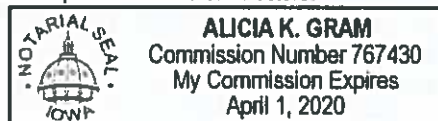
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 8th day of August 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram

Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 14th day of September, 2017.



William Warner Jr.

Secretary



City of Boise
Resolution
Formal Bid

Purchasing
150 N Capitol Blvd
Boise, ID 83702
(800) 377-3529

TO: Mayor and Council
FROM: Colin Millar, Purchasing
NUMBER: RES-562-17
DATE: October 18, 2017
SUBJECT: FB 17-415: Franklin Park Green-Up: Clearwater Landscape NTE \$408,634.90

BACKGROUND:

FY17 CIP provided funding for green-up phase of development. Green-up of Franklin Park including asphalt, concrete, drainage pond, irrigation system, turf, and trees.

BID RESULTS:

The bids were opened September 14, 2017, at 3:30 PM local time. Twenty-three (23) companies received plan sets and were entered on the plan holders list. Four (4) bids were received.

<u>BIDDER</u>	<u>TOTAL BID</u>
Clearwater	\$408,634.90
Hawkeye	\$465,793.00
Knife River	\$471,800.00
Diamond	\$554,800.00
Engineer's Estimate	\$300,000.00

Parks and Recreation staff reviewed the bids for accuracy, completeness, and responsiveness. The lowest responsive bidder, Clearwater Landscape, has been contacted by Park and Recreation staff and indicated that they would like to proceed with the project.

CITY OF BOISE

RECOMMENDATION:

Finance and Administration and Parks and Recreation Department staff recommend that FB 17-415 is awarded to the lowest responsive bidder, Clearwater Landscape, not to exceed \$408,634.90. Award of this contract is subject to compliance with requirements.

FINANCIAL IMPACT:

Department has confirmed sufficient funding is available for this obligation.

ATTACHMENTS:

- FB 17-415 Franklin Park (E) (PDF)
- FB 17-415 Attachment 1 (E) (PDF)
- FB 17-415 Attachment 2 (E) (PDF)
- FB 17-415 Addendum 1 (E) (PDF)
- FB 17-415 Addendum 2 (E) (PDF)
- FB 17-415 Addendum 3 (E) (PDF)
- FB 17-415 Clearwater Landscape (PDF)
- FB 17-415 Contract for Council (PDF)

CITY OF BOISE

Resolution NO. RES-562-17

BY THE COUNCIL

CLEGG , JORDAN, LUDWIG, MCLEAN,
QUINTANA, AND THOMSON

A RESOLUTION APPROVING AN AGREEMENT AND AWARD FOR FB 17-415 BETWEEN THE CITY OF BOISE CITY (PARKS AND RECREATION DEPARTMENT) AND CLEARWATER LANDSCAPE; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT AND AWARD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Finance and Administration and Parks and Recreation Department staff recommend award of FB 17-415: Franklin Park Green-Up, to the lowest, responsive bidder, Clearwater Landscape.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF BOISE CITY, IDAHO:

Section 1. That the Agreement and Award for FB 17-415: by and between the city of Boise City and Clearwater Landscape, attached hereto and incorporated herein by reference, be, and the same is hereby, approved as to both form and content.

Section 2. That the Mayor and City Clerk be, and they hereby are, authorized to respectively execute and attest said Agreement and Award for and on behalf of the city of Boise City

Section 3. That this Resolution shall be in full force and effect immediately upon its adoption and approval.

ADOPTED by the Council of Boise City, Idaho, on October 24, 2017.


APPROVED by the Mayor of the Boise City, Idaho, on October 24, 2017.

APPROVED:

ATTEST:



David H. Bieter, Mayor



Lynda Lowry, Ex-Officio City Clerk

CONSTRUCTION CONTRACT AGREEMENT
PURCHASING CONTRACT NUMBER FB 17-415

Project: **Franklin Park Green-Up**

Contractor: **Clearwater Landscape**

Owner: Franklin Park Green-Up, City of Boise, Ada County, Idaho, a municipal corporation

THIS AGREEMENT, made this 24 day of October, 2017, by and between the City of Boise, a municipal corporation organized under the laws of the State of Idaho, hereinafter referred to as "Owner", and Clearwater Landscape, hereinafter referred to as "Contractor", a corporation organized under the laws of the State of Idaho.

1. Statement of Work: The Contractor shall furnish labor, material and equipment for, and perform the work described herein for the consideration stipulated, and in compliance with State and City Codes. Contract documents consist of the following together with any amendments that may be agreed to in writing by both parties:

Bid Proposal	Performance Bond
Contract Agreement	Labor & Payment Bond
Specifications	Liability Insurance
Acknowledgements	Automobile Insurance
Property "All Risk" Insurance	Workers' Compensation

2. Amount of Contract: In an amount Not to Exceed: **\$408,634.90**

3. Term of Contract: The work to be performed under this contract shall commence upon receipt of Notice to Proceed as provided in the General Conditions, 180 Days days substantial completion with a 365 day contract term, unless sooner terminated as herein provided.

4. Indemnification and Insurance: The Contractor shall indemnify and save and hold harmless the Owner from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by the Contractor, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of Owner or its employees. In addition, the Contractor shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, liability insurance, in which the Owner shall be named an additional insured in the minimum amount as specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho Code (currently, a minimum of \$500,000). The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless Owner; and if Owner becomes liable for an amount in excess of the insurance limits, herein provided, the Contractor covenants and agrees to indemnify and save and hold harmless Owner from and for all such losses, claims, actions, or judgments for damages or liability to persons or property. The

Contractor shall provide Owner with a Certificate of Insurance, or other proof of insurance evidencing compliance with the requirements of this paragraph and file such proof of insurance with the Owner. In the event the insurance minimums are changed, Contractor shall immediately submit proof of compliance with the changed limits.

Contractor shall maintain automobile insurance with a limit of no less than \$500,000 per occurrence for owned, non-owned and hired vehicles. If Contractor has no owned motor vehicles, then hired and non-owned motor vehicle liability coverage with limits not less than \$500,000 per accident for bodily injury and property damage is required. Where applicable, the City of Boise shall be named as an additional insured.

~~Contractor shall secure, pay for and maintain all risk or special form builders risk insurance, covering risks of physical loss or damage to the Facility (including without limitation the transmission lines to the interconnection facilities, buildings, temporary structures, materials, supplies and equipment to be incorporated in the Work), from perils including, but not limited to, fire, collapse, flood, earth movement, lightning, collapse, testing, debris removal, demolition and increased cost of construction, expediting expense, extra expense and all other perils not specifically excluded under a standard "all risk" or special form builders risk policy. Such insurance shall cover all property during construction and testing, and shall include the Owner, Design Builder, Consultants, Contractors, and Subcontractors to the Project as insureds. The policy shall be written on a replacement cost basis and shall contain an agreed amount endorsement waiving any coinsurance penalty.~~

Additionally, the Contractor shall have and maintain during the life of this contract, statutory Workers Compensation, regardless of the number of employees, or lack thereof, to be engaged in work on the project under this agreement (including himself) in the statutory limits as required by law. In case any such work is sublet, the Contractor shall require the subContractor provide Workers Compensation Insurance for himself and any/all the latter's employees to be engaged in such work. Proof of insurance must be provided to the owner prior to the start of work.

Proof of insurance shall be provided to City of Boise, **Purchasing**, P.O. Box 500, Boise, ID. 83701.

5. Independent Contractor: In all matters pertaining to this agreement, the Contractor shall be acting as an independent contractor, and neither the contractor nor any officer, employee or agent of the contractor will be deemed an employee of City. The selection and designation of the personnel of the Owner in the performance of this agreement shall be made by the Owner.

6. Compensation: For performing the services specified in Section 1 herein, Owner agrees to reimburse Contractor according to the attached bid specification. Payment will not include any sub-contract or other personal services pay except as may be agreed to in writing in advance by the parties. Change Orders may be issued, subject to Purchasing/Council approval.

7. Method of Payment: Contractor will invoice the Franklin Park Green-Up directly for all current amounts earned under this Agreement. Owner will pay all invoices within forty-five (45) days after receipt.

8. Notices: Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

**City of Boise
Franklin Park Green-Up
PO Box 500, Boise ID
Boise, Idaho 83701**

**Clearwater Landscape
1123 12th Ave Rd #269
Nampa, ID 53687**

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other in the manner herein provided.

9. Attorney Fees: Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.

10. Time is of the Essence: The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder will constitute a breach of, and a default under, this Agreement by the party so failing to perform.

11. Force Majeure: Any delays in or failure of performance by Contractor shall not constitute a breach or default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Contractor, including but not limited to, acts of God or the public enemy; compliance with any order or request of any governmental authority; fires, floods, explosion, accidents; riots, strikes or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of Contractor. In the event that any event of force majeure as herein defined occurs, Contractor shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.

12. Assignment: It is expressly agreed and understood by the parties hereto, that the Contractor shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of Owner.

13. Discrimination Prohibited: In performing the Services required herein, the Contractor, sub-recipient, or subcontractor shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity/expression, national origin or ancestry, age or disability. It is the Contractor's responsibility to ensure that the sub-contractor is in compliance with this section.

Further, if this is a Department of Transportation assisted contract, the Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of the contract. It is the Contractor's responsibility to ensure that all sub-contractors are in compliance with these requirements as well. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City deems appropriate.

14. Reports and Information: At such times and in such forms as Owner may require, there will be furnished to Owner such statements, records, reports, data and information as Owner may request pertaining to matters covered by this Agreement.

15. Audits and Inspections: At any time during normal business hours and as often as the Owner may deem necessary, there shall be made available to the Owner for examination all of Vendor's records with respect to all matters covered by this Agreement. Vendor shall permit the Owner to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

16. Compliance with Laws: In performing the scope of services required hereunder, the Contractor shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.

17. Changes: The Owner may, from time to time, request changes in the Scope of Work to be performed hereunder. Such changes, and any increase or decrease in the contractor's compensation, which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written amendments to this Agreement.

18. Termination for Cause: If, through any cause, the contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Owner shall thereupon have the right to terminate this Agreement by giving written notice to the contractor of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. If this agreement is terminated for cause the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of this Agreement by the Contractor, and the Owner may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the Owner

from the Contractor is determined. This provision shall survive the termination of this agreement and shall not relieve the contractor of its liability to the Owner for damages, provided that the amount of such damages shall not exceed the total compensation provided for in section two of this agreement.

19. Termination for Convenience of City: Owner may terminate this Agreement at any time by giving at least fifteen (15) days notice in writing to the Contractor. If the Agreement is terminated by Owner as provided herein, Contractor will be paid an amount which bears the same ratio to the total compensation as the work actually performed bear to the total services of Contractor covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of Contractor, Section 18 hereof relative to termination will apply.

20. Contractor to Pay or Secure Taxes: The contractor in consideration of securing the business of providing: 1) To pay promptly when all taxes due (other than on real property), excises and license fees due the state, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing in accordance with conditions of this Agreement, whether or not the same shall be payable at the end of such term; 2) That if said taxes, excises and license fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon the Contractor's property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and 3) That, in the event of default in the payment or securing of such taxes, excises, and license fees, that Boise City may withhold from any payment due the Contractor hereunder the estimated amount of such accrued taxes, excises and license fees for the benefit of all taxing units to which said the Contractor is liable.

21. Construction and Severability: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

22. Non-Appropriation: Should funding become not available, due to lack of appropriation, the Owner may terminate this agreement upon 30 (thirty) days notice.

23. Entire Agreement: This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

24. Applicable Law: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Boise.

25. Approval Required: This Agreement shall not become effective or binding until approved by the City of Boise.

26. Acceptance and Final Payment: Upon receipt of notice that the work is ready for final acceptance and inspection, the Owner's representative will make such inspection and when he finds the work acceptable and the contract fully performed he will have the Contractor issue a final payment request.

END OF AGREEMENT

IN WITNESS WHEREOF, the City and the contractor/vendor have executed this Agreement as of the date first above written.

Clearwater Landscape
1123 12th Ave Rd #269
Nampa, ID 53687

DRS 10/17/17
Signature Date

David R Snow
Print Name

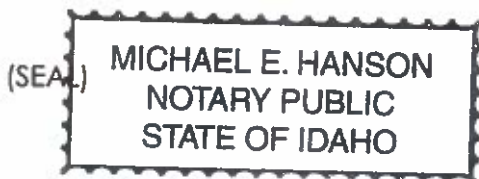
ACKNOWLEDGEMENT

State of IDAHO
) ss
County of CANYON

On this 17th day of OCTOBER 2017, before me personally appeared DAVID R. SNOW known to me and known by me to be the person who executed the above instrument, who, being by me first duly sworn, did depose and say that he/she is OWNER and that he/she executed the foregoing instrument on behalf of said firm for the use and purposes stated therein.

Witness my hand and official seal

Michael E. Hanson
(notary signature)
MY COMMISSION EXPIRES 20SEP2022



CONTRACTOR'S AFFIDAVIT CONCERNING TAXES

STATE OF IDAHO

COUNTY OF CANYON

Pursuant to the Idaho Code, Title 63, Chapter 15, I, the above signed, being duly sworn, depose and certify that all taxes, excises and license fees due to taxing units in the State of Idaho, for which I or my property is liable then due or delinquent, have been paid, or secured to the satisfaction of the respective taxing units.

Tax ID# 26-2483650 (IF EIN IS NOT AVAILABLE, DO NOT INCLUDE SS#)

Clearwater Landscape

(Contractor Name)

1123 12th Ave RD #269

(Address)

Nampa ID 83686

(City and State)


(Signature)

Subscribed and sworn to before me the 17th day of OCTOBER, 2017.

Michael E. Hanson

(Notary Republic)

NAMPA, ID

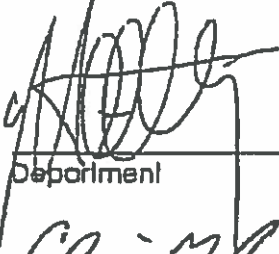
(City and State)

MICHAEL E. HANSON
NOTARY PUBLIC
STATE OF IDAHO

Commission Expires: 20 SEP 2022

PURCHASING CONTRACT NUMBER FB 17-415

APPROVED AS TO FORM AND CONTENT:



Department Date 10-11-17



Purchasing Agent Date 10-12-17



Legal Department Date 10/13/17



Risk Management Date 10/13/17

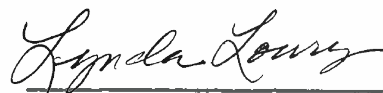
CITY OF BOISE

APPROVED BY:



David H. Bieler, Mayor Date 10/24/17

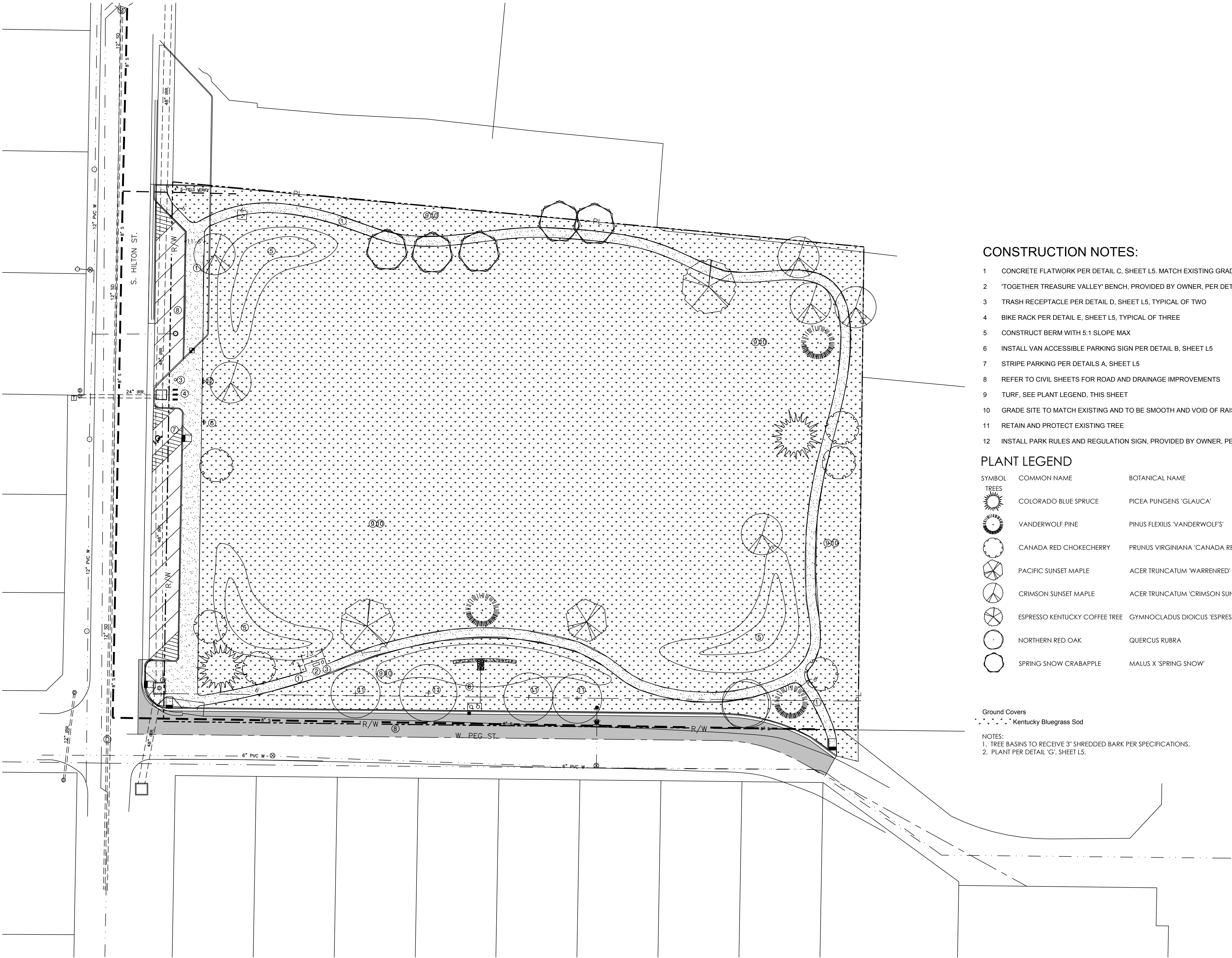
ATTEST:



City Clerk Lynda Lowry Date 10/24/17

CONTRACT AMOUNT:
NTE \$408,634.90





1 PLAN VIEW
1"= 30'

CONSTRUCTION NOTES:

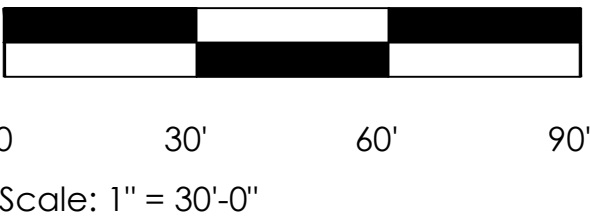
- 1 CONCRETE FLATWORK PER DETAIL C, SHEET L5. MATCH EXISTING GRADES ALONG CURB LINE.
- 2 'TOGETHER TREASURE VALLEY' BENCH, PROVIDED BY OWNER, PER DETAIL F, SHEET L5
- 3 TRASH RECEPTACLE PER DETAIL D, SHEET L5, TYPICAL OF TWO
- 4 BIKE RACK PER DETAIL E, SHEET L5, TYPICAL OF THREE
- 5 CONSTRUCT BERM WITH 5:1 SLOPE MAX
- 6 INSTALL VAN ACCESSIBLE PARKING SIGN PER DETAIL B, SHEET L5
- 7 STRIPE PARKING PER DETAILS A, SHEET L5
- 8 REFER TO CIVIL SHEETS FOR ROAD AND DRAINAGE IMPROVEMENTS
- 9 TURF, SEE PLANT LEGEND, THIS SHEET
- 10 GRADE SITE TO MATCH EXISTING AND TO BE SMOOTH AND VOID OF RAISED AND/OR DEPRESSED AREA
- 11 RETAIN AND PROTECT EXISTING TREE
- 12 INSTALL PARK RULES AND REGULATION SIGN, PROVIDED BY OWNER, PER DETAIL B, SHEET L5

PLANT LEGEND

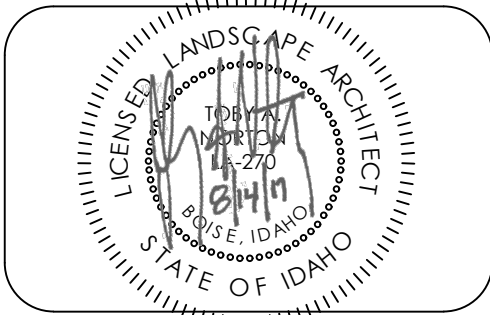
SYMBOL	COMMON NAME	BOTANICAL NAME	NOTES	SIZE
	COLORADO BLUE SPRUCE	PICEA PUNGENS 'GLAUCA'	8' - B&B	1,2
	VANDERWOLF PINE	PINUS FLEXILIS 'VANDERWOLF'S'	8' - B&B	1,2
	CANADA RED CHOKECHERRY	PRUNUS VIRGINIANA 'CANADA RED'	2" CAL	1,2
	PACIFIC SUNSET MAPLE	ACER TRUNCATUM 'WARRENRED'	2" CAL	1,2
	CRIMSON SUNSET MAPLE	ACER TRUNCATUM 'CRIMSON SUNSET'	2" CAL	1,2
	ESPRESSO KENTUCKY COFFEE TREE	GYMNOCLADUS DIOICUS 'ESPRESSO'	2" CAL	1,2
	NORTHERN RED OAK	QUERCUS RUBRA	2" CAL	1,2
	SPRING SNOW CRABAPPLE	MALUS X 'SPRING SNOW'	2" CAL	1,2

Ground Covers
Kentucky Bluegrass Sod

- NOTES:
- 1. TREE BASINS TO RECEIVE 3" SHREDDED BARK PER SPECIFICATIONS.
 - 2. PLANT PER DETAIL 'G', SHEET L5.



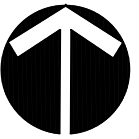
Date	Review



FRANKLIN PARK
310 S. HILTON STREET

CONSTRUCTION
PLAN

Surveyed By:	Checked By:
Drawn By: TN	Date: JUNE 2017
Scale: 1" = 30' 24" x 36" PAGE SIZE	Job No.



North

Sheet


L 3

9 of 12

BASE BID SCHEDULE PRICING –Harrison Hollow Parking Lot

ITEM	DESCRIPTION	APPROX QTY	UNITS	UNIT PRICE	AMOUNT BID
1	Mobilization including all required permits, construction signage, and security per plans and specifications.	1	LUMP SUM	14,227.25	\$ 14,227.25
2	Remove and properly dispose of existing asphalt, base material, concrete and misc. items per plans and specifications.	15	CY	\$ 174.20 /CY	\$ 2,613.00
3	Remove and properly dispose of unsuitable material per Geotech report, plans and specifications.	950	CY	\$ 10.42 /CY	\$ 9,899.00
4	Provide and install structural fill per Geotech report, plans and specifications.	1600	CY	\$ 19.56 /CY	\$ 31,296.00
5	Provide and install new asphalt, including base material per plans and specifications, including geotechnical report.	5,800	SF	\$ 5.26 /SF	\$ 30,508.00
6	Provide and install new concrete flatwork, including base material per plans and specifications.	2670	SF	\$ 5.50 /SF	\$ 14,685.00
7	Provide and install concrete ribbon curb, including base material per plans and specifications.	960	LF	\$ 12.00 /LF	\$ 11,520.00
8	Provide and install concrete curb and gutter, including base material per plans and specifications.	210	LF	\$ 40.00 /LF	\$ 8,400.00
9	Provide and install parking bumpers and striping per plans and specifications.	1	LUMP SUM	2,558.43	\$ 2,558.43
10	Provide and install all weather path material per plans and specifications.	10	CY	\$ 84.22 /CY	\$ 842.20
11	Provide and install permeable pavers, including base material, drain rock, geotextiles, sand windows and misc. items per plans and specifications and including manufactures recommendations and geotech report.	5,749	SF	\$ 11.97 /SF	\$ 68,815.53
12	Provide and install landscape including new trees, bark, hydroseeding and irrigation per plans and specifications.	1	LUMP SUM	16,492.67	\$ 16,492.67

FB 16-308
PARKING LOT DEVELOPMENT
 Return in Sealed Envelope
BID PROPOSAL SIGNATURE PAGE

Name of Business	Diamond Contractors LLC
	Please print or type
Address	PO Box 2658
City, State, Zip Code	Eagle, Id 83616
Phone#	898.4330
E-Mail Address	jef@diamondidaho.com
Signature	X 
Printed Name	Jeff Arant
Title	Manager
Date	8/30/16
Idaho Public Works Contractor's License Number	16433-AA-1,2,3

Bidder Acknowledges Receipt of the Following Addenda:

☒ Addenda #1 8/24/16

☐ Addenda #4

☒ Addenda #2 8/26/16

☐ Addenda #5

☐ Addenda #3

☐ Addenda #6

The above signed proposes to provide services in accordance with the specifications for this project for the City of Boise, Idaho and to bind themselves, on the acceptance of this Bid/Proposal, to enter into and execute a contract, of which this Bid/Proposal, terms and conditions, and specifications will be part.

The above signed acknowledges the rights reserved by the City to accept or reject any or all Bids/Proposals as may appear to be in the best interest of the City.

Number of days price will be guaranteed:	90 days
--	---------

(Request 90 days)

FB 16-308
PARKING LOT DEVELOPMENT
Return in Sealed Envelope

Base Bid 1: Hyatt

Item	Description	Cost
1.	Mobilization: Provide all mobilization, permitting, Best Management Practices, site fencing and protection, signage and all miscellaneous items in accordance with these plans and specifications. Lump Sum	\$18,500.00
2.	Demo: Provide all labor, materials and equipment for demolition of associated existing conditions to perform the work in accordance with these plans and specifications. Lump Sum	\$2,700.00
3.	Restroom: Provide all labor, materials and equipment to construct a complete CXT Cortez Pre-Cast Concrete Restroom and restroom utilities in accordance with these plans and specifications. Lump Sum	\$38,500.00
4.	Restroom: Sales Tax for Owner supplied restroom. Lump Sum	\$3100
5.	Concrete Flat Work: Provide all labor, materials and equipment to construct all concrete flat work and pedestrian ramps in accordance with these plans and specifications. Lump Sum	\$30,200.00
6.	Parking Lot: Provide all labor, materials and equipment to construct a complete parking lot. Including but not limited to an asphalt driveway, permeable paver parking stalls, concrete curbs/gutters, signage and painting in accordance with these plans and specifications. Lump Sum	\$54,000.00
7.	Site Amenities: Provide all labor, materials and equipment for a monument sign, fencing, drinking fountain, trash receptacle and sign and bike rack relocations in accordance with these plans and specifications. Lump Sum	\$9,400.00

FB 16-308
PARKING LOT DEVELOPMENT
Return in Sealed Envelope

Item	Description	Cost
8.	Landscape: Provide all labor, materials and equipment for shrubs, trees and ground covers in accordance with these plans and specifications. Lump Sum	\$ 15,600.00
9.	Irrigation: Provide all labor, materials and equipment for a complete and functioning irrigation system in accordance with these plans and specifications. Lump Sum	\$ 14,900.00
	TOTAL PROJECT	\$ 186,900.00
Total in words		One hundred eighty six thousand nine hundred dollars & zero cents

Base Bid 2: Terry Day

Item	Description	Cost
1.	Mobilization: Provide all mobilization, permitting, Best Management Practices, site fencing and protection, signage and all miscellaneous items in accordance with these plans and specifications. Lump Sum	\$ 14,900.00
2.	Demo: Provide all labor, materials and equipment for demolition of associated existing conditions to perform the work in accordance with these plans and specifications. Lump Sum	\$ 3,500.00
3.	Concrete Flat Work: Provide all labor, materials and equipment to construct all concrete flat work and mow curb in accordance with these plans and specifications. Lump Sum	\$ 17,500.00
6.	Parking Lot: Provide all labor, materials and equipment to construct a complete parking lot. Including but not limited to asphalt, concrete curbs/gutters, signage and painting in accordance with these plans and specifications. Lump Sum	\$ 49,000.00

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PARKING LOT DEVELOPMENT
Return in Sealed Envelope

Item	Description	Cost
7.	Site Amenities: Provide all labor, materials and equipment for a monument sign, trash receptacle, bike racks in accordance with these plans and specifications. Lump Sum	\$ 9,500.00
8.	Landscape: Provide all labor, materials and equipment for top soil, fine grading, shrubs, trees, hydro-seeding and bark beds in accordance with these plans and specifications. Lump Sum	\$ 19,100.00
9.	Irrigation: Provide all labor, materials and equipment for a complete and functioning irrigation system in accordance with these plans and specifications. Lump Sum	\$ 11,200.00
	TOTAL PROJECT	\$ 124,700.00
Total in words	One hundred twenty four thousand seven hundred dollars & zero cents	

Total Base Bids:

Item	Cost
Total Base Bids (Hyatt and Terry Day)	\$ 311,600.00
Total in words:	three hundred eleven thousand six hundred dollars & zero cents

PARKING LOT DEVELOPMENT

Return in Sealed Envelope

Add Alternate #1 Hyatt: Concrete Sidewalk

Item	Description	Cost
1.	Mobilization: Provide all mobilization, permitting, Best Management Practices, site fencing and protection, signage, permitting and all miscellaneous items in accordance with these plans and specifications. Lump Sum	\$ 750.00
2.	Demo: Provide all labor, materials and equipment for complete project demolition in accordance with these plans and specifications. Lump Sum	\$1,200.00
3.	Concrete: Provide all labor, materials and equipment to construct a complete 10' wide concrete sidewalk in accordance with these plans and specifications. Lump Sum	\$24,500.00
	TOTAL PROJECT	\$ 26,450.00
Total in words		twenty six thousand four hundred fifty dollars & 240 cents

Add Alternate #2 Hyatt: Planter Bed

Item	Description	Cost
1.	Mobilization: Provide all mobilization, permitting, Best Management Practices, site fencing and protection, signage, permitting and all miscellaneous items in accordance with these plans and specifications. Lump Sum	\$ 500.00
2.	Demo: Provide all labor, materials and equipment for complete project demolition in accordance with these plans and specifications. Lump Sum	\$ 750.00
3.	Landscape: Provide all labor, materials and equipment for trees and bark ground cover in accordance with these plans and specifications. Lump Sum	\$10,000.00

FB 16-308
PARKING LOT DEVELOPMENT
Return in Sealed Envelope

Item	Description	Cost
4.	Irrigation: Provide all labor, materials and equipment for a complete and functioning irrigation system in accordance with these plans and specifications. Lump Sum	\$8,500.00
	TOTAL PROJECT	\$19,750.00
Total in words	Nineteen thousand seven hundred fifty dollars & zero cents	

Add Alternate #3 Hyatt: Hydro-seed Area

Item	Description	Cost
1.	Mobilization: Provide all mobilization, permitting, Best Management Practices, site fencing and protection, signage, permitting and all miscellaneous items in accordance with these plans and specifications. Lump Sum	\$350.00
2.	Demo: Provide all labor, materials and equipment for complete project demolition in accordance with these plans and specifications. Lump Sum	\$600.00
3.	Landscape: Provide all labor, materials and equipment for 4" of topsoil, germinating top soil, eradicating germinated vegetation and hydro-seeding the site in accordance with these plans and specifications. Lump Sum	\$6,500.00
4.	Irrigation: Provide all labor, materials and equipment for a complete and functioning irrigation system in accordance with these plans and specifications. Lump Sum	\$4,200.00
	TOTAL PROJECT	\$13,650.00
Total in words	Thirteen thousand six hundred fifty dollars & zero cents	

FB 16-308
PARKING LOT DEVELOPMENT
Return in Sealed Envelope

Add Alternate #4 Hyatt Park: Concrete Parking Lot

Item	Description	Cost
1.	Deduct: Provide a deduction to remove the "Asphalt Pavement Section" from the Hyatt Park Base Bid. Lump Sum	-\$8,500.00
2.	Alternate Concrete: Provide all labor, materials and equipment to construct a complete concrete parking lot, in place of the asphalt per the "Reinforced Concrete Detail", minus welded fabric, in accordance with these plans and specifications. Lump Sum	\$22,300.00
	TOTAL PROJECT	\$13,800.00
Total in words		Thirteen thousand eight hundred dollars & zero cents

Add Alternate #1 Terry Day: Concrete Parking Lot

Item	Description	Cost
1.	Deduct: Provide a deduction to remove the "Asphalt Pavement Section" from the Terry Day Base Bid. Lump Sum	-\$6,100.00
2.	Alternate Concrete: Provide all labor, materials and equipment to construct a complete concrete parking lot per the "Concrete Pavement Alternate Section Detail" in accordance with these plans and specifications. Lump Sum	\$15,500.00
	TOTAL PROJECT	\$9,400.00
Total in words		Nine thousand four hundred dollars & zero cents

FB 16-308
PARKING LOT DEVELOPMENT
Return in Sealed Envelope

REQUIREMENTS

In the event that the general 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 contractor shall demonstrate compliance with this requirement by listing their valid contractor's license number for the plumbing, HVAC or electrical work to be self-performed by the general contractor on the bid/proposal form.

SUBCONTRACTORS

As required by Idaho Codes 54-1902 and 67-2310 the following list includes the names, addresses, Idaho Public Works License number and the percentage of project in dollars for all Subcontractors. Failure to name subcontractor (if used) for plumbing, heating, air-conditioning and electrical as required by said section 67-2310 will render any bid/proposal submitted by a general Contractor unresponsive and void.

Public Works and Trade license numbers **MUST** be provided

(Only list subcontractors or self when trade is required for project, please use N/A if trade is not required for this project).

Electrical

Company Name	Idaho Public Works Contractor's License Number	Electrician License#
<i>Southern Idaho Electric</i>	<i>15206-C-4</i>	<i>ELE-C-27456</i>

Plumbing

Company Name	Idaho Public Works Contractor's License Number	Plumbing License#
<i>Cloverdale Plumbing</i>	<i>3443-A-4</i>	<i>PLB-C-9975</i>

HVAC

Company Name	Idaho Public Works Contractor's License Number	HVAC License#
<i>N/A</i>		

FB 16-308
PARKING LOT DEVELOPMENT

Return in Sealed Envelope

DELIVERY INFORMATION

List any risks associated with the on-time delivery of this project

None

Capacity (list current projects and current completion dates):

Project	Completion Date
Magnolia Park	10/15/16

FB 16-308
PARKING LOT DEVELOPMENT
Return in Sealed Envelope

REFERENCES

Bidder must provide at least three (3) current professional references from different firms/organizations for which this type of product/service has been provided. References must be able to verify Service Provider's experience to comply with the requirements of this proposal. Failure to provide references with similar scope/product, successfully delivered can be grounds for disqualification.

Reference 1

Organization Name	Parks & Recreation
Contact Name	Wendy Larimore
Contact Title/Role	LA
Contact Phone Number	608.7636

Reference 2

Organization Name	The Land Group
Contact Name	Matt Adams
Contact Title/Role	LA
Contact Phone Number	939.4041

Reference 3

Organization Name	The Land Group
Contact Name	Doug Russell
Contact Title/Role	LA
Contact Phone Number	939.4041

List any previous City projects, performed within the past 3 years. (Failure to disclose or poor performance can be grounds for disqualification)

Project	Parks and Recreation	Contact
Magnolia Park	Parks & Recreation	Wendy Larimore
Whitewater Sculpture	Public Works	Jason Taylor

Vendor's Comments:

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Diamond Contractors, LLC.

PO Box 2658

Eagle ID 83616

SURETY:

(Name, legal status and principal place of business)

Merchants Bonding Company (Mutual)

P.O. Box 14498

Des Moines IA 50306 - 3498

Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

City of Boise

150 N Capital Blvd.

Boise ID 83702

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

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)


Parking Lot Development FB 16-360

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 31st day of August, 2016.


(Witness)


(Witness) Sheila Cook

Diamond Contractors, LLC.

(Principal)

(Seal)

By: 

(Title) Jeff Aron - Manager

Merchants Bonding Company (Mutual)

(Surety)

(Seal)

By: 

(Title) Elizabeth Schneider, Attorney-in-Fact

MERCHANTS
BONDING COMPANY,™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Colleen Thompson; Elizabeth Schneider; Kim Ward; Tina Coleman

of Boise and State of Idaho their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

TWO MILLION (\$2,000,000.00) DOLLARS

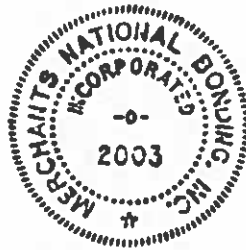
and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 13th day of August, 2014.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

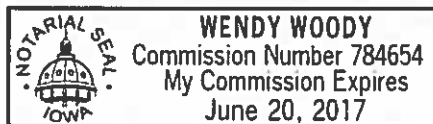
By

Larry Taylor
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 13th day of August, 2014, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Wendy Woody

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 31 day of August, 2014.



William Warner Jr.
Secretary

POA 0014 (7/14)

Hyatt Wetlands Project

Budgetary Cost Estimate

August 29, 2011

Item Description	ACHD - Fixed Cost	City of Boise- Fixed Cost	ACHD -Cash Allowance	City of Boise- Cash Allowance
Sand Filter #2- SW side				
ASTM 33 Sand		\$ 47,941.20		
2" Rock		\$ 25,496.40		
4" Basalt		\$ 12,978.35		
Irrigation Pump				\$ 15,000.00
Irrigation		\$ 14,520.00		
Controllers/ Strong Box				\$ 2,000.00
Seperation Fabric		\$ 5,052.96		
Piping system				
48" RCP Storm Sewer (510ft)	\$ -	\$ 95,145.60		
30" RCP Storm Sewer Overflow (40 ft)	\$ -	\$ 5,088.00		
30" RCP Storm Sewer Overflow (240 ft)	\$ 10,684.80	\$ 19,843.20		
24" RCP Canal flow (140 ft)	\$ 16,027.20	\$ -		
12" Storm Drain Pipe(30ft)	\$ -	\$ 882.45		
Storm Drain Manhole 84"	\$ -	\$ 11,531.11		
Storm Drain Manholes 84" Flow Control Weir	\$ -	\$ 12,686.51		
Storm Drain Manhole 60"(2)	\$ 11,743.66	\$ -		
Storm Drain Weir/Splitter Box	\$ 25,394.82	\$ -		
Storm Drain Weir Pump Station Box	\$ -	\$ 23,105.82		
Outfall Structure Manhole 4' (4)	\$ 16,232.28	\$ -		
Distribution Manholes 4'(2)	\$ 4,198.68			
Pipe to sediment basin 18" (280 ft)	\$ 6,863.50	\$ 6,863.50		
Filter Distribution Piping 12" Perforated ADS (400 ft)	\$ -	\$ 12,720.00		
Storm Drain Box- 4X4	\$ -	\$ 2,086.26		
Storm Drain Manholes-4' Diameter	\$ -	\$ 1,872.62		
Canal Intake Structure	\$ 13,080.00	\$ -		
Canal Gate 30" Standard C-10 Flatback	\$ 3,859.46	\$ -		
(2) Canal Gate 24" Standard C-10 Flatback	\$ 6,116.20	\$ -		
Canal Gate 18" Standard C-10 Flatback	\$ 2,120.00	\$ -		
(2) Canal Gate 12" Standard C-10 Flatback	\$ 2,741.16	\$ -		
Drain/Sample Pipe 4" ADS (142ft)	\$ -	\$ 2,671.73		
Concrete Liner- Canal Liner (65cy)	\$ 12,402.00	\$ 12,402.00		
Storm Drain Pipe 12" CMP (160 ft)	\$ -	\$ 4,876.00		
Sand Filter #1- NE side (San Marino)				
3' X 3' Gabion Baskets				
ASTM 33 Sand				
4" Basalt				
2" Rock				
Seperation Fabric				
Site Improvements				
Amended Topsoil				\$ 10,000.00
Bridge (install, abutments/footings, railing)		\$ 34,916.00		
Bollards/Fencing		\$ 3,790.00		
North Parking Lot		\$ 129,075.60		
Landscape & Irrigation		\$ 50,597.40		
14' Access Roads (3/4"-minus)		\$ 14,275.80		
6' Pedestrian Pathways (3/4"-minus)		\$ 10,006.45		
Boardwalk/Pathway Through Wetlands		\$ 18,690.00		
Large Kiosks (1)				\$ 30,055.00
Small Kiosks (4)		\$ 55,246.00		
Porcelain panels				\$ 8,075.00
Restrooms (per unit)				
Water Line Construction				\$ 9,000.00
Sewer Line				\$ 11,000.00
Power Line				\$ 7,000.00
Restroom Base				
Restroom Concrete				

Restroom Building				
Building Permit				
Water (GC)				\$ 4,200.00
Sewer				\$ 2,000.00
South Power (irr. pump, lighting)				\$ 8,000.00
Dam and Outfall Modifications			\$ 10,000.00	\$ 2,000.00
SCADA System			\$ 25,000.00	
WETLAND CONSTRUCTION				
Outfall creek				
Dewatering		\$ 3,259.00		
Rock/Boulders(85cy)		\$ 3,166.00		
Gravel		\$ 960.00		
construction		\$ 18,615.00		
planting		\$ 8,277.00		
Weltands construction				
dewatering		\$ 31,169.00		
Excavation		\$ 81,395.00		
Island Grading		\$ 24,989.00		
planting		\$ 34,135.00		
Required construction permits				\$ 2,000.00
404 Permitting, SWPPP Compliance, BMP's and Construction				
Oversite	\$ 6,584.00	\$ 34,563.00		
Subtotal	\$ 138,047.76	\$ 874,888.96		
Engineering (TLG; Civil & Landscape)			\$ 8,000.00	\$ 42,000.00
Engineering (Structural)			\$ 800.00	\$ 4,200.00
Engineering (SPF; Settlers Irrigation)			\$ 10,000.00	\$ 1,500.00
Engineering (electrical)			\$ 4,000.00	\$ 4,000.00
Topographic Survey			\$ 1,120.00	\$ 5,880.00
Geotechnical			\$ 5,056.82	\$ 4,943.18
Total:	\$ 138,047.76	\$ 874,888.96	\$ 63,976.82	\$ 172,853.18

ACHD	\$ 202,024.58
City of Boise	\$ 1,047,742.14
Total	\$ 1,249,766.72

FB 15-278
MAGNOLIA NEIGHBORHOOD PARK GREEN-UP
Return in Sealed Envelope

Item	Ext Cost
8. Provide and install hydroseeded turf. Approximately 192,000 sf Hydroseed : 0.08 S.F.	\$ 15,360.00
9. Provide and install trees per plans and specifications. Approximately 128 trees Trees : 235.00 Each	\$ 30,080.00
10. Provide and install complete irrigation system per plans and specifications. Irrigation : 98,100.00 Lump sum	\$ 98,100.00
11. Provide and install power per plans and specifications. Approximately 340 linear feet Power: 10,500.00 Lump Sum	\$ 10,500.00
12. Provide and install irrigation supply per SPF plans and specifications, including pond, pumps, pipe, building and misc. apparatuses. Irrigation Supply 245,000.00 Lump Sum	\$ 245,000.00
13. Provide and install storm drain facility per plans and specifications. Storm Drain Facility 12,000.00 Lump Sum	\$ 12,000.00
14. Provide and install irrigation drain pipe per plans and specifications. Including boxes, pipe, and connection and misc. items. Approximately 310 ft. Irrigation Drain Pipe 15,000.00 Lump Sum	\$ 15,000.00
TOTAL BASE BID	\$ 619,450.00
TOTAL BASE BID WRITTEN <i>six hundred + nineteen thousand, four hundred + fifty dollars</i>	



Phone (208) 884-8036
Fax (208) 898-9711
Idaho License # - RCE 1191
PWL # - PWC-C-15128-B-4

**Sterling Park Green Up
Landscape & Irrigation**

Project Description:

Cost Breakdown:

Trees	28,288.64
-------	-----------

Terms:

I authorize Sunshine Landscape, Inc to perform the work in accordance with the prices, terms, and specs outlined above.

Client Signature

Date


FB 17-286
STERLING PARK GREEN-UP
Return in Sealed Envelope

Item	Description	Ext \$
7.	Provide and install landscape and site amenities per plans and specifications, including trees, turf, bark, signs site furniture and misc. Landscape : \$141,500.00 lump sum.	\$ 141,500.00
8.	Provide and install complete irrigation system per plans and specifications. Irrigation : \$80,500.00 lump sum	\$ 80,500.00
9.	Provide and install base bid irrigation supply per SPF plans and specifications, including pond, pumps, pipe, building and misc. apparatuses: *A.) Pumping Systems - BID Includes all items listed in Section 2.01 to 2.06 of the specifications and necessary to construct and operate the well and irrigation pumping systems with selection of the base bid pump house structure, a 10'x12' premanufactured wooden shed, Stor-Mor or equal. \$104,500.00 Lump Sum *B) Pond and Supply Stream Channel -BID Includes all listed in Section 2.07 to 2.08 of the specifications with selection of the base bid liner, 20-mil. PVC *(Note: See bid alternates 9 A & B related to this line item). \$92,200.00 Lump Sum	Total Items A = B \$ 196,700.00
10.	Provide and install parking lot storm drain facilities and misc seepage beds per plans and specifications. Storm Drain Facility \$19,800.00 Lump Sum	\$ 19,800.00
	TOTAL BASE BID	\$ 774,385.00
TOTAL BASE BID WRITTEN: Seven hundred seventy four thousand three hundred eighty five dollars and zero cents		

Pine Grove Park Development

Return in Sealed Envelope

BID PROPOSAL SIGNATURE PAGE

Name of Business	Excelsior Construction Company
	Please print or type
Address	3313 W. Cherry Lane #531
City, State, Zip Code	Meridian, ID 83642
Phone#	(208) 850-3882
E-Mail Address	Chris@excelsiorconst.com
Signature	X 
Printed Name	Chris P. Waldram
Title	President
Date	8/25/17
Idaho Public Works Contractor's License Number	PWC-C-16062-A-3-4

Bidder Acknowledges Receipt of the Following Addenda:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addenda #1 | <input checked="" type="checkbox"/> Addenda #4 |
| <input checked="" type="checkbox"/> Addenda #2 | <input checked="" type="checkbox"/> Addenda #5 |
| <input checked="" type="checkbox"/> Addenda #3 | <input checked="" type="checkbox"/> Addenda #7 |
| | <input checked="" type="checkbox"/> Addenda #6 |

The above signed proposes to provide services in accordance with the specifications for this project for the City of Boise, Idaho and to bind themselves, on the acceptance of this Bid/Proposal, to enter into and execute a contract, of which this Bid/Proposal, terms and conditions, and specifications will be part. Submission of this signed proposal signifies agreement with the solicitation's specifications and specifically constitutes a waiver of any objections to them.

The above signed acknowledges the rights reserved by the City to accept or reject any or all Bids/Proposals as may appear to be in the best interest of the City.

Number of days price will be guaranteed:	90 days
--	---------

(Request 90 days)

FB 17-357
Pine Grove Park Development
Return in Sealed Envelope

Base Bid 1: Pine Grove Park

Item	Description	Cost
1.	Mobilization: Provide all mobilization, permitting, Best Management Practices, site fencing and protection, signage and all miscellaneous items in accordance with these plans and specifications. Lump Sum	\$ 10,000
2.	Demo: Provide all labor, materials and equipment for demolition of associated existing conditions to perform the work in accordance with these plans and specifications. Lump Sum	\$ 20,000
3.	Restroom: Provide all labor, materials and equipment to construct a complete CXT Cortez Pre-Cast Concrete Restroom and restroom utilities in accordance with these plans and specifications. Lump Sum	\$ 12,000
4.	Restroom: Sales Tax for Owner supplied restroom. Lump Sum	\$6100
5.	Concrete Flat Work: Provide all labor, materials and equipment to construct all concrete flat work and pedestrian ramps in accordance with these plans and specifications. Lump Sum	\$ 90,000
6.	Parking Lot: Provide all labor, materials and equipment to construct a complete parking lot. Including but not limited to asphalt driveways, permeable paver parking stalls, concrete curbs/gutters, signage and painting in accordance with these plans and specifications. Lump Sum	184,500 154,500 CW
7.	Site Amenities: Provide all labor, materials and equipment for drinking fountain, trash receptacles, signs, bollard and bike racks in accordance with these plans and specifications. Lump Sum	\$ 5000

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Item	Description	Cost
8.	Landscape: Provide all labor, materials and equipment for shrubs, trees and hydro-seed in accordance with these plans and specifications. Lump Sum	\$ 50,000
9.	Landscape – Top Soil: Provide all labor, materials and equipment to install 6" of top soil in accordance with these plans and specifications. Lump Sum	\$ 28,000
10.	Landscape – Planter Beds: Provide all labor, materials and equipment to install pre-emergent and 4" of bark in the planter beds in accordance with these plans and specifications. Lump Sum	\$ 30,000
11.	Irrigation: Provide all labor, materials and equipment for a complete and functioning irrigation system in accordance with these plans and specifications. Lump Sum	\$ 80,000
12.	Irrigation Pump Station: Provide all labor, materials and equipment for a complete and functioning pump station, inclusive but not limited to the pump, valves, mechanical and electrical systems in accordance with these plans and specifications. Lump Sum	\$ 10,000
13.	Dog Park Sand: Provide all labor, materials and equipment to install 4" of sand in accordance with these plans and specifications. Lump Sum	\$ 20,000
14.	Dog Park Fencing: Provide all labor, materials and equipment to install a 6' chain link fence with concrete curbing in accordance with these plans and specifications. Lump Sum	\$ 18,000
	TOTAL PROJECT	\$ 533,600 563,600 CW
Total in words	Five hundred thirty-three thousand, six hundred dollars CW Five hundred sixty-three thousand, six hundred dollars	

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Base Bid 2: Cook Lateral

Item	Description	Cost
1.	Mobilization: Provide all mobilization, permitting, Best Management Practices, site fencing and protection, signage and all miscellaneous items in accordance with these plans and specifications. Lump Sum	\$ 5000
2.	Demo: Provide all labor, materials and equipment for demolition of associated existing conditions to perform the work in accordance with these plans and specifications. Lump Sum	2,000 \$ 7000 CW
3.	Tiling: Provide all labor, materials and equipment to tile the Cook Lateral per Agency requirements and SPF plans and specifications. Lump Sum	10,000 \$ 30,000 CW
4.	Canal Structures: Provide all labor, materials and equipment to construct concrete canal head gates and clean outs in accordance with these plans and specifications. Lump Sum	5,000 \$ 10,000 CW
	TOTAL PROJECT	\$ 52,000 CW 22,000
Total in words		Fifty-two thousand dollars CW Twenty-two thousand dollars

Add Alternate #1 Pine Grove Park: Permeable Paver Cross Walk

Item	Description	Cost
1.	Mobilization: Provide all mobilization, permitting, Best Management Practices, site fencing and protection, signage, permitting and all miscellaneous items in accordance with these plans and specifications. Lump Sum	\$ Ø
2.	Demo: Provide all labor, materials and equipment for complete project demolition in accordance with these plans and specifications. Lump Sum	\$ Ø

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Item	Description	Cost
3.	Concrete/Pavers: Provide all labor, materials and equipment to construct a complete permeable paver cross walk with concrete ribbon curbing in accordance with these plans and specifications. Lump Sum	\$ 2,200
	TOTAL PROJECT	\$ 2,200
Total in words		Two thousand, two hundred dollars

Add Alternate #2 Pine Grove Park: Paths

Item	Description	Cost
1.	Mobilization: Provide all mobilization, permitting, Best Management Practices, site fencing and protection, signage, permitting and all miscellaneous items in accordance with these plans and specifications. Lump Sum	\$ 0
2.	Demo: Provide all labor, materials and equipment for complete project demolition in accordance with these plans and specifications. Lump Sum	\$ 0
3.	Gravel Path: Provide all labor, materials and equipment to construct a complete 6' wide gravel path in accordance with these plans and specifications. Lump Sum	\$ 2,000
4.	Concrete Path: Provide all labor, materials and equipment to construct a complete 6' wide concrete path in accordance with these plans and specifications. Lump Sum	\$ 4,000
	TOTAL PROJECT	\$ 6,000
Total in words		Six thousand dollars

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Add Alternate #3 Pine Grove Park: Hydro-seed Area

Item	Description	Cost
1.	Mobilization: Provide all mobilization, permitting, Best Management Practices, site fencing and protection, signage, permitting and all miscellaneous items in accordance with these plans and specifications. Lump Sum	\$ 0
2.	Demo: Provide all labor, materials and equipment for complete project demolition in accordance with these plans and specifications. Lump Sum	\$ 0
3.	Landscape: Provide all labor, materials and equipment to substitute sod for the hydro-seeding in accordance with these plans and specifications. Lump Sum	\$ 50,000
4.	Deduct: Deduct cost of base bid hydro-seeding. Lump Sum	- \$ 18,000
	TOTAL PROJECT	\$ 32,000
Total in words		Thirty-two thousand dollars

Add Alternate #4 Pine Grove Park: Benches

Item	Description	Cost
1.	Mobilization: Provide all mobilization, permitting, Best Management Practices, site fencing and protection, signage, permitting and all miscellaneous items in accordance with these plans and specifications. Lump Sum	\$ 0
2.	Demo: Provide all labor, materials and equipment for complete project demolition in accordance with these plans and specifications. Lump Sum	\$ 0

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Item	Description	Cost
3.	Site Amenities: Provide all labor, materials and equipment to construct benches with a concrete pad in accordance with these plans and specifications. (Typ of 3) Lump Sum	\$ 2,800
	TOTAL PROJECT	\$ 2,800
Total in words		Two thousand, eight hundred dollars

Add Alternate #5 Pine Grove Park: Concrete Path

Item	Description	Cost
1.	Mobilization: Provide all mobilization, permitting, Best Management Practices, site fencing and protection, signage, permitting and all miscellaneous items in accordance with these plans and specifications. Lump Sum	\$ 0
2.	Demo: Provide all labor, materials and equipment for complete project demolition in accordance with these plans and specifications. Lump Sum	\$ 0
3.	Concrete Path: Provide all labor, materials and equipment to construct a complete 6' wide concrete path in accordance with these plans and specifications. Approximately 64 L.F. Lump Sum	\$ 3,900
	TOTAL PROJECT	\$ 3,900
Total in words		Three thousand, nine hundred

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Add Alternate #6 Pine Grove Park: Sub-Surface Irrigation

Item	Description	Cost
1.	Irrigation: Provide all labor, materials and equipment to install a complete and fully functioning sub-surface Netafim Techline CV dripline zone, including a valve, decoder, soil sensor and .4 GPH Emitter drip lines spaced 12" O.C. installed below the turf for approximately 2700 sq.ft.in accordance with these plans and specifications. <div>Lump Sum</div>	<div>\$ 4,500</div>
2.	Deduct: Deduct cost of the base bid irrigation system that will be replaced by the drip system. <div>Lump Sum</div>	<div>-\$ 1,500</div>
	TOTAL PROJECT	<div>\$ 3,000</div>
Total in words	Three thousand dollars	

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REFERENCES

Bidder must provide at least three (3) current professional references from different firms/organizations for which this type of product/service has been provided. References must be able to verify Service Provider's experience to comply with the requirements of this proposal. Failure to provide references with similar scope/product, successfully delivered can be grounds for disqualification.

Reference 1

Organization Name	Boise State University
Contact Name	Doug Sudereth
Contact Title/Role	Project Manager
Contact Phone Number	208-426-1188

Reference 2

Organization Name	Boise Parks & Rec
Contact Name	Wendy Larimore
Contact Title/Role	Project Manager
Contact Phone Number	208-608-7600

Reference 3

Organization Name	City of Boise
Contact Name	Toby Norton
Contact Title/Role	Project Manager
Contact Phone Number	208-859-4337

List any previous City projects, performed within the past 3 years. (Failure to disclose or poor performance can be grounds for disqualification)

Project	Department	Contact
FB 17-121	Purchasing	Ron Hill
FB 16-282	Parks & Rec	Toby Norton
SFB 16-158	Parks & Rec	Toby Norton
Boise Main Lib Parking Lot Improvements Libraries Denise McNealy		
Vendor's Comments:		
Boise Main Library Windows	Libraries	Denise McNealy
FAA Old Boise Terminal Parking	FAA	Steve Scott
Kathryn Albertson Park Kiosk	Parks & Rec	Toby Norton
Collister Library Remodel	Libraries	Denise McNealy

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Pine Grove Park Development
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REQUIREMENTS

In the event that the general 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 contractor shall demonstrate compliance with this requirement by listing their valid contractor's license number for the plumbing, HVAC or electrical work to be self-performed by the general contractor on the bid/proposal form.

SUBCONTRACTORS

As required by Idaho Codes 54-1902 and 67-2310 the following list includes the names, addresses, Idaho Public Works License number and the percentage of project in dollars for all Subcontractors. Failure to name subcontractor (if used) for plumbing, heating, air-conditioning and electrical as required by said section 67-2310 will render any bid/proposal submitted by a general Contractor unresponsive and void.

Public Works and Trade license numbers MUST be provided

(Only list subcontractors or **self** when trade is required for project, please use N/A if trade is not required for this project).

Electrical

Company Name	Idaho Public Works Contractor's License Number	Electrician License#
Quality Electric 5225 Irving Boise, ID	PWC-C-10145-U-4	1086 C

Plumbing

Company Name	Idaho Public Works Contractor's License Number	Plumbing License#
Buss Mechanical PO BOX 190476 Boise, ID	14908-AAA-4	C-10803

HVAC

Company Name	Idaho Public Works Contractor's License Number	HVAC License#
N/A		

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
Excelsior Construction Company
3313 W. Cherry Lane #531
Meridian, ID 83642

as Principal, hereinafter called the Principal, and
North American Specialty Insurance Company
650 Elm Street
Manchester, NH 03101

a corporation duly organized under the laws of the State of New Hampshire
as Surety, hereinafter called the Surety, are held and firmly bound unto
City of Boise
150 Capitol Blvd.
Boise, ID. 83702


as Obligee, hereinafter called the Obligee, in the sum of *5% of the total amount of the bid attached
hereto***** (\$*****)
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.



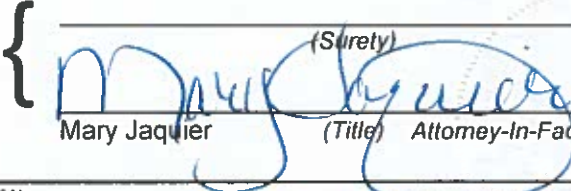
WHEREAS, the Principal has submitted a bond for
Pine Grove Park Developement FB 17-357

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the
bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for
the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the
Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference
not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the
Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation
shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 23rd day of August, 2017.


Lisa M. Halderson (Witness)


Ami Laidlaw (Witness)


Chris P. Waldram (Principal)

North American Specialty Insurance Company
(Surety) (Seal)

Mary Jaquier (Title) Attorney-In-Fact

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

TERRY S. ROBB, WILLIAM F. POST,

and MARY JAQUIER

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By

Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By

Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 22nd day of September, 2015.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook

SS:

On this 22nd day of September, 2015, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 23 day of August, 2017.

Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company



Standard Estimate Report
18_149 Westside Urban Park

Exhibit A

Page 1

9/3/2020 1:36 PM

Estimator: Brian Ellway
Project Manager: Jeremy Schalk
Project Coordinator: Trevor Wright
Superintendent:
Bid Date:
Job Size: 28,915sf
Duration:
Project Budget:
Bid Bond:
Project LD's:

				Subcontract				Total	
Item	Description	Takeoff Qty		Unit Cost		Amount		Name	Amount
00 Gen Req									
1000.00 GENERAL REQUIREMENTS									
1100.01 Division 1 Subcontractors									
00	Laydown Area Lease Allowance	7.00	mnth						14,000
	Division 1 Subcontractors								14,000
1101.00 Personnel: Supervision									
00	Project Manager	10.00	week	-		-			34,940
10	Superintendent	32.00	week	-		-			92,454
20	Asst. Superintendent	32.00	week	-		-			40,230
20	Project Engineer / Field Engineer	32.00	week	-		-			40,230
	Personnel: Supervision								207,855
	4,240.00 Labor hours								
1355.00 Temp Protection									
20	Temp Fencing	1.00	lsum	5,000.00 /lsum		5,000			5,000
	Temp Protection					5,000			5,000
1511.00 Temp Utilities									
1	Temp Electricity	32.00	week	-		-			3,200
11	Temp Water	32.00	week	-		-			800
11	Temp Construction Water	32.00	week	-		-			12,200
13	Temp Toilet x3	24.00	mnth	-		-			3,000
15	Parking Space Rentals	14.00	each	-		-			18,060
	Temp Utilities								37,260
1521.00 Temp: Facilities									
1	Office Trailer	7.00	mnth	-		-			1,925
10	Mobile Mini Storage	7.00	mnth	113.00 /mnth		791			791
15	Mobile Mini - Pickup & Delivery - per hr	6.00	hr	75.00 /hr		450			450
	Temp: Facilities					1,241			3,166
	1,213.31 Equipment hours								
1591.00 Office Equipment									
10	Job Sign	1.00	each	-		-			350
	Office Equipment								350
1592.10 Controls: Traffic									
10	Traffic Control - Water Barricades	7.00	mont h	5,214.286 /month		36,500			36,500
	Controls: Traffic					36,500			36,500
1592.20 Controls: Erosion									
01	Sediment & Erosion Control	1.00	lsum	6,300.00 /lsum		6,300	Sunroc		6,300
	Controls: Erosion					6,300			6,300
1701.10 Surveying									
2	Surveying - Allowance	1.00	lsum	20,000.00 /lsum		20,000			20,000
	Surveying					20,000			20,000
1705.00 Clean Up									
10	Daily Cleanup	210.00	hour	-		-			4,213
20	Rent Dumpster	7.00	mnth	-		-			2,100
40	County Dump Fee	28.00	each	-		-			9,800
60	Street Sweeping	10.00	each	500.00 /each		5,000			5,000



Standard Estimate Report
18_149 Westside Urban Park

Exhibit A

Estimator: Brian Ellway
Project Manager: Jeremy Schalk
Project Coordinator: Trevor Wright
Superintendent:
Bid Date:
Job Size: 28,915sf
Duration:
Project Budget:
Bid Bond:
Project LD's:

Item	Description	Takeoff Qty	Unit Cost	Subcontract		Name	Total
				Amount			Amount
	Clean Up			5,000			21,113
	210.00 Labor hours						
	1,213.31 Equipment hours						
1900.00	Permits & Fees						
00	Building Permit & Utility Fees - By Owner	1.00	Isum	-			
1910.00	Inspection & Testing						
10	Inspection & Testing - By Owner	1.00	Isum	-			
	GENERAL REQUIREMENTS			74,041			351,544
	4,450.00 Labor hours						
	2,426.62 Equipment hours						
	00 Gen Req			74,041			351,544
	4,450.00 Labor hours						
	2,426.62 Equipment hours						
00 Parking							
2050.00 DEMOLITION							
2050.01	Demo: Subcontractors						
22	Demo AC Paving - WBBE	13,880.00	sqft	0.40 /sqft	5,552	Sunroc	5,552
100	Tank Exploration	1.00	Isum	6,385.00 /Isum	6,385		6,385
101	Tank Removal	1.00	Isum	7,703.00 /Isum	7,703		7,703
	Demo: Subcontractors				19,640		19,640
	DEMOLITION				19,640		19,640
2100.00 SITEWORK							
2500.00	Paving Subcontractor						
00	Concrete Collars	1.00	Isum	450.00 /Isum	450	Sunroc	450
16	Asphalt Paving 3"	213.00	tons	101.00 /tons	21,513	Sunroc	21,513
	Paving Subcontractor				21,963		21,963
2584.00	Paving: Markings/Striping						
02	ADA Parking Signs, In Place - WBBE	4.00	each	250.00 /each	1,000	Sunroc	1,000
05	Asphalt Striping	1.00	Isum	6,000.00 /Isum	6,000	Sunroc	6,000
	Paving: Markings/Striping				7,000		7,000
2700.00	Sewerage and Drainage Sub						
07	1000 Gal Sand/Oil Separator - WB15	1.00	each	5,300.00 /each	5,300	Sunroc	5,300
52	Storm Drainage 8"	126.00	Inft	48.00 /Inft	6,048	Sunroc	6,048
	Sewerage and Drainage Sub				11,348		11,348
2900.01	Landscape: General						
05	Trees & Planter Beds	1.00	Isum	11,966.00 /Isum	11,966	Boden Haus	11,966
	Landscape: General				11,966		11,966
	SITEWORK				52,277		52,277
3000.00 CONCRETE							
3000.01	Division 3 Subcontractors						
45	Concrete Curb & Gutter - Mat. & Labor - WBBE	248.00	Inft	28.669 /Inft	7,110	WBTC Conc	7,110
	Division 3 Subcontractors				7,110		7,110



Standard Estimate Report
18_149 Westside Urban Park

Exhibit A

Estimator: Brian Ellway
Project Manager: Jeremy Schalk
Project Coordinator: Trevor Wright
Superintendent:
Bid Date:
Job Size: 28,915sf
Duration:
Project Budget:
Bid Bond:
Project LD's:

Item	Description	Takeoff Qty	Unit Cost	Subcontract		Name	Total
				Amount			Amount
	CONCRETE			7,110			7,110
	00 Parking Lot Parking Lot			79,027			79,027
	01 Park Pa						
	2050.00 DEMOLITION						
	2050.01 Demo: Subcontractors						
	22 Demo AC Paving - WBBE	25,727.00	sqft	0.40 /sqft	10,291	Sunroc	10,291
	24 Demo Extruded Curb	1,390.00	lnft	1.25 /lnft	1,738	Sunroc	1,738
	Demo: Subcontractors				12,029		12,029
	DEMOLITION			12,029			12,029
	2100.00 SITEWORK						
	2200.00 Earthwork Subs						
	00 Excavate Site to Subgrade	2,231.00	cuyd	16.00 /cuyd	35,696	Sunroc	35,696
	00 3M Utility locators - Budget Allowance	1.00	lsum	10,000.00 /lsum	10,000		10,000
	25 Streetscape Concrete Prep	7,859.00	sqft	2.371 /sqft	18,631	Sunroc	18,631
	25 Import & Place Pitrun	1,369.00	tons	19.70 /tons	26,969	Sunroc	26,969
	25 Import & Place Road Base	1,172.00	tons	29.75 /tons	34,867	Sunroc	34,867
	Earthwork Subs				126,163		126,163
	2665.00 Domestic Water Sub - WB						
	10 2" Water Service - WB	75.00	lnft	116.00 /lnft	8,700	Sunroc	8,700
	Domestic Water Sub - WB				8,700		8,700
	2700.00 Sewerage and Drainage Sub						
	07 1000 Gal Sand/Oil Separator - WB15	1.00	each	5,300.00 /each	5,300	Sunroc	5,300
	10 4" ABS Sewer Service - WB	130.00	lnft	50.00 /lnft	6,500	Sunroc	6,500
	20 Storm Drainage 6"	437.00	lnft	38.501 /lnft	16,825	Sunroc	16,825
	52 Storm Drainage 8"	84.00	lnft	48.00 /lnft	4,032	Sunroc	4,032
	53 Storm Drainage 12"	80.00	lnft	50.00 /lnft	4,000	Sunroc	4,000
	54 Storm Drainage Cleanouts	19.00	each	658.421 /each	12,510	Sunroc	12,510
	Sewerage and Drainage Sub				49,167		49,167
	2900.01 Landscape: General						
	05 Lawn Area	9,342.00	sqft	0.529 /sqft	4,943	Boden Haus	4,943
	05 Irrigation	1.00	lsum	70,278.00 /lsum	70,278	Boden Haus	70,278
	05 Trees & Planter Beds	1.00	lsum	34,274.00 /lsum	34,274	Boden Haus	34,274
	08 Ground Cover/Mulch	43.00	cuyd	66.674 /cuyd	2,867	Boden Haus	2,867
	12 Silva Cells - 11 trees	1.00	lsum	127,629.00 /lsum	127,629	Boden Haus	127,629
	40 Topsoil	625.00	cuyd	33.507 /cuyd	20,942	Boden Haus	20,942
	Landscape: General				260,933		260,933
	2950.00 Misc Site Specialties						
	00 Portland Loo Restroom	1.00	each	113,271.00 /each	113,271	The Portland Loo	113,271
	00 Drinking Fountain	1.00	each	0.00	0	Boden Haus	0
	00 Portland Loo - Assembly	1.00	each	3,500.00 /each	3,500		3,500
	00 Site Furnishings	1.00	lsum	305,658.00 /lsum	305,658	Boden Haus	305,658
	10 Bike Fixit Station	1.00	each	0.00	0	Boden Haus	0
	10 Skate Stops Allowance	60.00	each	20.00 /each	1,200		1,200
	10 Furnish / Install Bicycle Racks	15.00	each	0.00	0	Boden Haus	0
	12 Removable Bollards - WB	10.00	each	0.00	0	Boden Haus	0
	12 Standard Bollards - WB	12.00	each	0.00	0	Boden Haus	0
	45 Tree Grates	6.00	each	0.00	0	Boden Haus	0
	50 Pet Waste Stations	1.00	each	0.00	0	Boden Haus	0
	60 Woody Tree Tables w/ USB charger	5.00	each	0.00	0	Boden Haus	0
	60 Chipman cafe Tables	14.00	each	0.00	0	Boden Haus	0
	60 Movable Chairs	58.00	each	0.00	0	Boden Haus	0



Standard Estimate Report
18_149 Westside Urban Park

Exhibit A

Estimator: Brian Ellway
Project Manager: Jeremy Schalk
Project Coordinator: Trevor Wright
Superintendent:
Bid Date:
Job Size: 28,915sf
Duration:
Project Budget:
Bid Bond:
Project LD's:

				Subcontract		Total	
Item	Description	Takeoff Qty	Unit Cost	Amount	Name	Amount	
2950.00 Misc Site Specialties							
60	Rivage Loungers	8.00 each	0.00	0	Boden Haus		
60	Freight for Tables / Chairs	1.00 lsum	0.00	0	Boden Haus		
70	Movable Planters	6.00 each	0.00	0	Boden Haus		
70	Trash Receptacles	7.00 each	0.00	0	Boden Haus		
	Misc Site Specialties			423,629		423,629	
SITEWORK				868,592		868,592	
3000.00 CONCRETE							
3000.01 Division 3 Subcontractors							
00	Concrete Subcontractor Mobilization	1.00 lsum	23,422.00 /lsum	23,422	WBTC Conc	23,422	
00	Concrete Slab /Foundations for Portland Loo	1.00 lsum	2,933.00 /lsum	2,933	WBTC Conc	2,933	
00	Concrete Footings / Foundations for Artwork	1.00 lsum	25,000.00 /lsum	25,000		25,000	
01	CIP Concrete Seat Walls / Benches	1.00 lsum	65,536.00 /lsum	65,536	WBTC Conc	65,536	
04	Tree Wells	5.00 each	374.40 /each	1,872	WBTC Conc	1,872	
49	Concrete Vertical Curb - Material & Labor - WBBE	1,900.00 lnft	18.229 /lnft	34,635	WBTC Conc	34,635	
59	Concrete Paving, Steps	1.00 lsum	359,224.00 /lsum	359,224	WBTC Conc	359,224	
	Division 3 Subcontractors			512,622		512,622	
3030.01 Concrete Materials							
90	Concrete Pumping, Accessories & Reinforcing	1.00 lsum	68,903.00 /lsum	68,903	WBTC Conc	68,903	
92	Concrete Trench Drain	1.00 lsum	9,106.00 /lsum	9,106	WBTC Conc	9,106	
92	Trench Grate - WBBE	71.00 lnft	87.75 /lnft	6,230		6,230	
	Concrete Materials			84,239		84,239	
CONCRETE				596,861		596,861	
5000.00 METALS							
5521.00 Steel Handrail - WB							
10	Steel Handrail - WBBE	36.00 lnft	80.00 /lnft	2,880		2,880	
	Steel Handrail - WB			2,880		2,880	
METALS				2,880		2,880	
7000.00 THERMAL & MOISTURE PROT							
7910.01 Sealant - Jt Filler Gaskt							
00	Concrete Joint Sealant - N/A	1.00 lsum					
THERMAL & MOISTURE PROT				0		0	
10000.00 SPECIALTIES							
10420.01 Plaques							
10	Plaque Metal Cased	32.00 sqft	200.00 /sqft	6,400		6,400	
	Plaques			6,400		6,400	
	6.40 Labor hours						
10430.01 Signs							
00	Park Signs	1.00 lsum	5,000.00 /lsum	5,000		5,000	
	Signs			5,000		5,000	
SPECIALTIES				11,400		11,400	
	6.40 Labor hours						
15000.00 MECHANICAL							
15400.00 Plumbing							
00	Plumbing - Drinking ftn, Loo hookup	1.00 lsum	3,969.00 /lsum	3,969	Buss Mechanical	3,969	



Standard Estimate Report
18_149 Westside Urban Park

Exhibit A

Estimator: Brian Ellway
Project Manager: Jeremy Schalk
Project Coordinator: Trevor Wright
Superintendent:
Bid Date:
Job Size: 28,915sf
Duration:
Project Budget:
Bid Bond:
Project LD's:

Item	Description	Takeoff Qty	Unit Cost	Subcontract		Name	Total
				Amount			Amount
	Plumbing			3,969			3,969
	MECHANICAL			3,969			3,969
16000.00 ELECTRICAL							
<i>16001.00 Electrical Complete</i>							
00	Electrical Subcontractor	1.00	Isum	127,234.00 /Isum	127,234	Power Plus	127,234
00	Electrical - General Use Outlets	24.00	each	0.00	0	Power Plus	
00	DMX Lighting Add	1.00	Isum	6,420.00 /Isum	6,420	Power Plus	6,420
20	Wi-Fi Infrastructure Conduit	1.00	Isum	0.00	0	Power Plus	
20	Flush Mount LED light in Concrete	20.00	each	0.00	0	Power Plus	
20	Lighted Pathway Bollards	14.00	each	0.00	0	Power Plus	
20	Relocate Meyers Cabinet	1.00	Isum	0.00	0	Power Plus	
22	20' Pole Mounted Event Lighting	2.00	each	0.00	0	Power Plus	
23	Custom Area Lighting	1.00	each	0.00	0	Power Plus	
	<i>Electrical Complete</i>				133,654		133,654
	ELECTRICAL				133,654		133,654
	01 Park Park				1,629,386		1,629,386
	6.40 Labor hours						
02 Streetsc							
2050.00 DEMOLITION							
<i>2050.01 Demo: Subcontractors</i>							
21	Demo sidewalks - WBBE	7,677.00	sqft	1.00 /sqft	7,677	Sunroc	7,677
22	Demo AC Paving - WBBE	1,601.00	sqft	0.40 /sqft	640	Sunroc	640
24	Demo Curb & Gutter- WBBE	646.00	Inft	3.15 /Inft	2,035	Sunroc	2,035
30	Tree & Shrub Demo	1.00	Isum	13,100.00 /Isum	13,100	Sunroc	13,100
30	Removal of Posts	1.00	Isum	1,584.00 /Isum	1,584	Sunroc	1,584
	<i>Demo: Subcontractors</i>				25,036		25,036
	DEMOLITION				25,036		25,036
2100.00 SITEWORK							
<i>2100.01 Site Work Sub - WB</i>							
10	Earthwork Mobilization	1.00	Isum	10,000.00 /Isum	10,000	Sunroc	10,000
10	ROW & Utility Permits	1.00	Isum	7,500.00 /Isum	7,500	Sunroc	7,500
	<i>Site Work Sub - WB</i>				17,500		17,500
<i>2200.00 Earthwork Subs</i>							
n	15 Onsite Concrete Prep	12,260.00	sqft	1.395 /sqft	17,106	Sunroc	17,106
	<i>Earthwork Subs</i>				17,106		17,106
<i>2500.00 Paving Subcontractor</i>							
00	Core Drill for Parking Sensors	1.00	Isum	1,500.00 /Isum	1,500		1,500
20	Asphalt Paving 5"	103.00	tons	238.00 /tons	24,514	Sunroc	24,514
	<i>Paving Subcontractor</i>				26,014		26,014
<i>2584.00 Paving: Markings/Striping</i>							
05	Obliterate Pavement Markings	1.00	Isum	1,500.00 /Isum	1,500	Sunroc	1,500
05	Remove & reset sidewalk signs	1.00	Isum	825.00 /Isum	825	Sunroc	825
	<i>Paving: Markings/Striping</i>				2,325		2,325
<i>2900.01 Landscape: General</i>							
n	05 Trees	6.00	each	750.00 /each	4,500	Boden Haus	4,500
n	05 Silva Cells	1.00	Isum	74,390.00 /Isum	74,390	Boden Haus	74,390



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18_149 Westside Urban Park

Exhibit A

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Bid Date:
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Duration:
Project Budget:
Bid Bond:
Project LD's:

				Subcontract		Total	
Item	Description	Takeoff Qty	Unit Cost	Amount	Name	Amount	
2900.01 Landscape: General							
n	05 Irrigation	1.00	Isum	9,839.00 /Isum	<u>9,839</u>	Boden Haus	<u>9,839</u>
	Landscape: General				<u>88,729</u>		<u>88,729</u>
2950.00 Misc Site Specialties							
n	10 Furnish / Install Bicycle Racks	6.00	each	0.00	0	Boden Haus	
	45 Tree Grates	5.00	each	0.00	0	Boden Haus	
n	70 Trash Receptacles	7.00	each	0.00	0	Boden Haus	
SITEWORK				151,674		151,674	
3000.00 CONCRETE							
3000.01 Division 3 Subcontractors							
	04 Tree Wells	6.00	each	374.00 /each	<u>2,244</u>	WBTBC Conc	2,244
	45 Concrete Curb & Gutter - Mat. & Labor - WBBE	583.00	Inft	28.666 /Inft	<u>16,712</u>	WBTBC Conc	16,712
	53 Concrete Valley Gutter	90.00	feet	42.40 /feet	<u>3,816</u>	WBTBC Conc	3,816
	54 Concrete Sidewalk & Ped Ramps	4,730.00	sqft	7.404 /sqft	<u>35,020</u>	WBTBC Conc	35,020
	Division 3 Subcontractors				<u>57,792</u>		<u>57,792</u>
CONCRETE				57,792		57,792	
6000.00 WOOD & PLASTICS							
6000.01 Division 6 Subcontractors							
	0 Temporary Walkways	1.00	Isum	8,500.00 /Isum	<u>8,500</u>		<u>8,500</u>
	Division 6 Subcontractors				<u>8,500</u>		<u>8,500</u>
WOOD & PLASTICS				8,500		8,500	
7000.00 THERMAL & MOISTURE PROT							
7910.01 Sealant - Jt Filler Gaskt							
	00 Joint Sealant Sub - LS - WBBE	1.00	Isum	5,000.00 /Isum	<u>5,000</u>		<u>5,000</u>
	Sealant - Jt Filler Gaskt				<u>5,000</u>		<u>5,000</u>
THERMAL & MOISTURE PROT				5,000		5,000	
16000.00 ELECTRICAL							
16001.00 Electrical Complete							
	21 New Myers Cabinet	1.00	Isum	3,500.00 /Isum	<u>3,500</u>	Power Plus	3,500
	32 Historic Light Poles & Wiring	6.00	each	6,155.833 /each	<u>36,935</u>	Power Plus	36,935
	Electrical Complete				<u>40,435</u>		<u>40,435</u>
ELECTRICAL				40,435		40,435	
02 Streetscape Streetscapes				288,437		288,437	



Standard Estimate Report
18_149 Westside Urban Park

Exhibit A

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Estimator: Brian Ellway
Project Manager: Jeremy Schalk
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Superintendent:
Bid Date:
Job Size: 28,915sf
Duration:
Project Budget:
Bid Bond:
Project LD's:

Estimate Totals

Description	Amount	Totals	Rate
Labor	212,068		
Material			
Subcontract	2,070,891		
Equipment	4,025		
Other	61,410		
	<u>2,348,394</u>	<u>2,348,394</u>	
Surety Bond	<u>30,734</u>		
	<u>30,734</u>	<u>2,379,128</u>	
CM Fee	<u>190,330</u>		8.000 %
	<u>190,330</u>	<u>2,569,458</u>	
Contingency	<u>128,473</u>		5.000 %
	<u>128,473</u>	<u>2,697,931</u>	
Weather Protection Allowance	100,000		
Total		2,797,931	