

McCall Redevelopment Agency
Agenda
May 4, 2021 – 8:00 am
McCall Public Library – Idaho Room
216 E. Park Street, McCall, ID 83638 and TEAMS meeting

Due to McCall's commitment to stay healthy in response to the COVID-19 Emergency and ensuring that the Agency's Business continues, this will be both an in person and virtual meeting. In maintaining 6-foot social distancing requirements Legion Hall's audience capacity is 11. The Agency Commissioners and staff who are anticipated to be in attendance is 2. The first 9 persons who appear will be allowed to be present in the meeting location. **Masks will be required, and social distancing will be enforced.**

All other persons may be in attendance virtually via Teams. Any member of the public can join and listen only to the meeting at 8:00 a.m. by calling in as follows: 208-634-8900 Meeting ID 423 987 081# If there are any questions or you would like a computer link, contact Michelle Groenevelt, Community and Economic Development Director at mgroenevelt@mccall.id.us or (208)534-5229.

CALL TO ORDER AND ROLL CALL

Monty Moore, Colby Nielsen, Rick Fereday, Nic Swanson, Mike Maciaszek, Tabitha Martineau and Lew Ross.

CONSENT AGENDA

Minutes from the February 16, 2021, meeting (Action Item)

Minutes from the March 9, 2021, meeting (Action Item)

Elam & Burke Invoices, dated March 31, 2021 (Action Item)

NEW BUSINESS

Financial Statements and Cash Flow- Linda Stokes

Mill Whistle Update – Amy Westover

First Amendment to Artwork Commission Agreement with Amy Westover (ACTION ITEM)

Brown Park Bid Tabulation and Recommendation for Contract Award letter (ACTION ITEM)- Kurt Wolf

NEXT MEETING

Next Regular Meeting – June 15, 2021

ADJOURN

American with Disabilities Act Notice: McCall Legion Hall is accessible to persons with disabilities. If you need assistance, contact City Hall at 634-7142.

McCall Redevelopment Agency
Minutes
February 16, 2021 – 8:00 am
McCall Legion Hall
216 E. Park Street, McCall, ID 83638 and TEAMS meeting

CALL TO ORDER AND ROLL CALL

Monty Moore, Colby Nielsen, Nic Swanson were absent. Rick Fereday, Mike Maciaszek, Tabitha Martineau and Lew Ross were present. Community and Economic Development Director Michelle Groenevelt, Consulting Attorney Meghan Conrad, Permit Technician Rachel Santiago-Govier, Parks and Recreation Director Kurt Wolf and Public Works Director Nathan Stewart were also present.

CONSENT AGENDA

- Minutes from January 19, 2021 (Action Item)
- ICRMP Invoice date September 1, 2020 (Action Item)
- Elam and Burke Invoice dated January 31, 2021 (Action item)
- Westover Artworks Invoice date February 8, 2021 (Action Item)

Member Martineau made a motion to approve the Consent Agenda. Member Maciaszek seconded the motion. All members voted aye and the motion carried.

NEW BUSINESS

- Financial Statements and Cash Flow- Linda

Treasurer Stokes gave an update on the Cash Flow. She thinks they will be under budget by about \$3,200 for the year compared to what was budgeted for the first part of the year. She assumes that by the end of the year they will have spent 100% of their professional services budget.

- Mill Whistle Update – Amy Westover

Ms. Westover gave an update on the Mill Whistle project. She is trying to track down a professional to have the proper sized boiler made for the project. She is still locating someone to do it. She has been speaking with Cole Industrial that will give her a quote and the specs on the needed equipment.

- Lakefront and Brown Park Improvement Construction and Design and Construction Document Update- Kurt Wolf, Greg Baer

The foundation of the park is 90% complete. The contractor will be back in the spring to put the finishing touches as the playground and entrance are finished. They are very close to the final

design as seen at the January meeting. The goal will be to identify a base bid to allow it to be opened to the public.

- Lakefront and Brown Park Improvement Funding Request and/or Ratification of Project direction and related expenditures – Kurt Wolf (Action Item)
- MRA 2020 Draft Annual Report – Consider tentative approval of the 2020 Annual Report and select meeting date to take comments from the public (Action Item)

A meeting date of March 9th, 2021 was set to take comments on the annual report.

- Amended and Restated Bylaws – Resolution No. 01-2021 (Action Item)
- RAI Legislative Update

NEXT MEETING

- Next Regular Meeting – March 9, 2021

ADJOURN

Date:

Rick Fereday, MRA Chair

Attest:

Michelle Groenevelt, AICP

McCall Redevelopment Agency
Minutes
March 9, 2021 – 8:00 am
McCall Legion Hall
216 E. Park Street, McCall, ID 83638 and TEAMS meeting

CALL TO ORDER AND ROLL CALL

Colby Nielsen, Rick Fereday, Mike Maciaszek and Lew Ross were present. Community and Economic Development Director Michelle Groenevelt, Economic Development Planner Delta James, Parks and Recreation Director Kurt Wolf, Public Works Director Nathan Stuart and Permit Technician Rachel Santiago-Govier were also present. Monty Moore, Nic Swanson and Tabitha Martineau were absent.

CONSENT AGENDA

Minutes from February 16, 2021 (Action Item)
Elam & Burke Invoices (Action Item)

The Consent Agenda items were tabled until the April 2021 meeting.

NEW BUSINESS

-Financial Statements and Cash Flow- Linda Stokes

Treasurer Stokes gave an update on the financials and the cash flow.

-Mill Whistle Update – Amy Westover

Ms. Westover gave an update. She is still researching purchasing a boiler for the mill whistle. Getting someone to get a correct size for the boiler has been challenging. May need to have it done by an engineer.

-Annual Report: Receive public comment on the Annual Report, accept the Annual Report by Resolution, instruct Chair to file the Annual Report with the City Clerk, and authorize publication of the legal notice of filing (Action Item)

Chair Fereday opened the public hearing for comment. No comment was received, and the public hearing was closed.

Member Ross made a motion to accept the Annual Report by Resolution, instruct Chair to file the Annual Report with the City Clerk, and authorize publication of the legal notice of filing. Member Nielsen seconded the motion. All members voted Aye, and the motion carried.

-Consider Letter of Intent to Terminate Taxing District to the overlapping taxing districts (Action Item)

The board noted that the State Legislature could be changing property tax laws and would like to carry this letter forward one more meeting.

-Project Update - Kurt Wolf

Mr. Wolf gave an update and explained the bid schedule for items that need to be performed by contractors. The playground funding will be Land and Water Conservation Fund, City CIP and LOT dollars (\$332,000). The swim lanes will be moved from Rotary Park at this point but if an additional funding source is located, they will have lanes at both locations.

Greg Baer gave an update on the cost estimates.

-Approve cost estimates and proposed bid schedule recommendation so design team can complete bid manual and prepare for advertising bid on April 1, 2021 (Action Item)

Member Ross made a motion to approve cost estimates and proposed bid schedule.

Member Maciaszek seconded the motion. All members voted aye and the motion carried.

NEXT MEETING

The next regular meetings are changed to April 6, 2021 and May 4 to accommodate construction schedules.

ADJOURN

Member Maciaszek made a motion to adjourn. Member Ross seconded and the meeting was adjourned at 8:56 am.

Date:

Rick Fereday, MRA Chair

Attest:

Michelle Groenevelt, AICP

251 East Front Street, Suite 300
Post Office Box 1539
Boise, Idaho 83701
Telephone 208 343-5454
Fax 208 384-5844

Tax Id No. 82-0451327

McCall Redevelopment Agency
Attn: Michelle Groenevelt
216 East Park Street
McCall, ID 83638

March 31, 2021

Invoice # 190186
Billing Atty - MSC

FOR PROFESSIONAL SERVICES RENDERED

From February 18, 2021 Through March 31, 2021

RE: General

CLIENT/MATTER: 09259-00003

		HOURS		AMOUNT
2/18/21	MSC	.50	Attend senate local government and taxation committee hearing re S1108 due to impact of bill on termination process.	107.50
3/01/21	MSC	1.40	Review and identify the overlapping taxing districts to the 1990 RAA. Work on drafting the termination letter to the overlapping taxing districts. Circulate the draft letter to Michelle Groenevelt for inclusion in the agency board packet. Draft follow up email communication to the state tax commission advising of the upcoming termination and next steps.	301.00
3/02/21	MSC	.10	Review and respond to email communication from Alan Dornfest concerning termination timing and request to keep state tax commission staff informed.	21.50
3/04/21	MSC	.30	Review and provide comment on the draft agenda.	64.50
3/05/21	MSC	.20	Review and respond to email communication from Rachel Santiago-Govier re finalizing the agenda.	43.00
3/30/21	MSC	.30	Draft email communication to Agency staff concerning posting requirements for the April 6, meeting, as well as follow up concerning outstanding agenda items.	64.50
3/31/21	CMH	.20	Review plan termination status and plan for completion of pending tasks.	40.00
3/31/21	MSC	.20	Review and respond to email communication from	43.00

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ELAM & BURKE

ATTORNEYS AT LAW

251 East Front Street, Suite 300
Post Office Box 1539
Boise, Idaho 83701
Telephone 208 343-5454
Fax 208 384-5844

Tax Id No. 82-0451327

RE: General

CLIENT/MATTER: 09259-00003

March 31, 2021

Invoice # 190186

Ms. Groenevelt concerning meeting packet deadline
and compliance with the open meeting law
requirements.

PROFESSIONAL FEES

685.00

Timekeeper	Staff	Rate	Hours	Amount	Non-Chargeable	
					Hours	Amount
House, Cheyenne M	Associate	200.00	.20	40.00	.00	.00
Conrad, Meghan S.	Shareholder	215.00	3.00	645.00	.00	.00
			3.20	685.00	.00	.00

INVOICE TOTAL

685.00

BALANCE FORWARD

2,567.50

BALANCE DUE

3,252.50

DT W UR Project

Cash Flow (Forecast)

Cash Received

Per County Clerk will not receive increment revenue until December 2020

YTD

1- Cash from Operations	Actual OCT '20	Actual NOV '20	Actual DEC '20	Actual JAN '21	Actual FEB '21	Actual MAR '21	Actual APR '21	Estimated MAY '21	Estimated JUN '21	Estimated JUL '21	Estimated AUG '21	Estimated SEP '21	Estimated TOTAL	UNEARNED TOTAL
Tax Increment			1,112	47,261	1,526	805	4,224	500	1,000	31,974	200	91	88,693	-4,029
Interest (assumes no rate increases)														1,000
Cash from Operations			1,112	47,261	1,526	805	4,224	500	1,000	31,974	200	91		-3,030
2- Additional Cash Received	OCT '20	NOV '20	DEC '20	JAN '21	FEB '21	MAR '21	APR '21	MAY '21	JUN '21	JUL '21	AUG '21	SEP '21		TOTAL
Miscellaneous Revenue														
MRA Share CARES ACT GPSGI						1,754								
Additional Cash Received						1,754								
Cash Received			1,112	47,261	1,526	2,559	4,224	500	1,000	31,974	200	91		-3,029

1- Expenditures from Operations	Actual OCT '20	Actual NOV '20	Actual DEC '20	Actual JAN '21	Actual FEB '21	Actual MAR '21	Actual APR '21	Estimated MAY '21	Estimated JUN '21	Estimated JUL '21	Estimated AUG '21	Estimated SEP '21	YTD Actual TOTAL	UNEXPENDED TOTAL
Professional Services														20,000
Elam & Burke, P.A.														
Engineering Services														
Reserved - Future Capital														65,664
SubTotal Spent on Operations														85,664

Cash Flow

	OCT '20	NOV '20	DEC '20	JAN '21	FEB '21	MAR '21	APR '21	MAY '21	JUN '21	JUL '21	AUG '21	SEP '21	TOTAL	
Initial Cash Balance				1,112	48,373	49,899	52,458	56,682	57,182	58,182	90,156	90,356		
Cash Received			1,112	47,261	1,526	2,559	4,224	500	1,000	31,974	200	91	90,447	
Cash Spent														
Net Cash Flow (Rev over Exp.)			1,112	47,261	1,526	2,559	4,224	500	1,000	31,974	200	91	90,447	
Cash Balance			1,112	48,373	49,899	52,458	56,682	57,182	58,182	90,156	90,356	90,447		

MILL WHISTLE: SOUND OF AN ERA

Public Art Proposal for Brown Park
McCall Idaho



In McCall's early years logging and lumber production were principal industries largely responsible for the founding of McCall as a township. Several lumber mills were built over the years and all of them burned down. In fact the mill was built, burned down and rebuilt five times. The last mill burned down in 1984 at the current site of Brown Park.

A few artifacts were salvaged from the burn. The mill whistle being one of them.



The salvaged mill whistle is not only a historic artifact to McCall but these whistles are treasured, collected, and restored throughout the US as symbols of a bygone era. The sounds produced by the whistles are a unique way of audibly recalling the past.

The whistle was a daily time keeper for industries like lumber mills and factories. The whistle blow often became revered by the townspeople and they missed the sounds when the whistles stopped.



The Sinker Davis Co. manufactured the whistles and called them gongs. There are two bells, one on each side of the valve chamber. The bells create a two tone harmony; a deep resonant sound rather than a piercing shrill.

The restored whistle in this example shows the original black finish, the valve and lever that allows steam to enter the whistle, and the raised lettering of the Sinker Davis Company name.

This public art project is meant to give back to McCall the sound that embodied the character and livelihood of the town for decades. It is meant to create a new "village" tradition of blowing the whistle at key times of year both as a honoring of the past and also a distinct celebration of the present.





The sculpture is made from wood, riveted core-ten steel, and the restored Sinker Davis mill whistle, reaching approximately 15' in height and 5' in diameter at the base.

Aesthetically, the materials and fabrication techniques evoke the period in which the mill operated and are built to withstand all weather conditions. The sculpture will be structurally engineered to withstand snow loads and other considerations for a public work. The fabrication methods used will not allow the artwork to be climbed.

Inspiration for the sculpture comes from the shape and texture of the iconic incinerator at the mill site. The conical shaped structure was typical of lumber mills.





Restoring the whistle is necessary before creating the sculpture. Part of the restoration is to test the whistle with steam and ensure it functions properly or if it is in need of any repairs.

The example shown here is a restored 12" Sinker Davis whistle on display at a steam whistle convention. McCall's whistle is a 8" whistle.



Allowing the whistle to blow with steam again would be a spectacular visual display. Not only would you have the sound but the visual dynamic of the steam would be very impressive and would best represent the historical significance of the site and the whistle. However, steam requires that the proper safety precautions are taken with the equipment, with the public and operators of the whistle while it blows.



We are working with Anacortes Steam to build the boiler. The design and function of the boiler is important to the success of the project. The visually stunning look of the boiler fits with the period and complements the sculpture and whistle as a cohesive public art project. In addition to the boiler an accumulation tank is necessary to build up the appropriate volume of steam to blow the whistle. (more about the accumulation tank on the following page)

Anacortes Steam has built 150 handmade boilers that have been in continuous use without any issues or problems. Steam boilers and other steam projects can be viewed at the You Tube link below:

<https://www.youtube.com/watch?v=DZmRCkb2DX4>

Boiler Specifications:

Steel pipe standard A53B pipe 3/8" thick

Steel plate ASTM A36 3/8" thick

Internal Copper tubing 1 1/2 dia. Type L hard copper tube
MIG welded,

(A documented pressure test can be performed if needed)

The long term vision for the public art is to have the steam equipment on visual display near the sculpture at Brown Park. This would be a way to fully commemorate the history of the mill and provide an educational opportunity about the power of steam and how it has been used in the past.

In order to realize the project at this time we are proposing to create a portable system. The steam boiler portion of the artwork would be mounted securely to a trailer with the specific purpose of pulling up next to the sculpture and easily connecting to the steam infrastructure that is part of the sculpture. When not in use at the park the trailer boiler would be housed and displayed at the Idaho Central Historical Museum.



NAICS: 332420 CAGE Code 1XWD0 PHONE: 1-800-688-9821

BUCKEYE FABRICATING
MASTERS of Custom Steel Tank Fabrication

PRODUCTS INDUSTRIES TANK MATERIALS CAPABILITIES ENGINEERING GALLERY ABOUT US REQUEST QUOTE BLOG

Pressure Vessels

Buckeye Fabricating has been an industry leader in the fabrication of custom pressure vessels since 1963. We understand that pressure vessels can be hazardous, so our products are thoroughly inspected and tested from start to finish.

We manufacture numerous tanks and vessels that are used in a variety of applications and industries, such as **Water Treatment**, **Pulp and Paper**, and **Oil and Gas**, among others. Common pressure vessels include:

- > Blown down tanks
- > Flash tanks
- > Condensate tanks
- > Separator tanks
- > Expansion tanks

Building to The ASME Pressure Vessel Code

Our engineering design team has extensive industry knowledge as well as a deep understanding of American Society of Mechanical Engineers (ASME) Code. All of our ASME pressure vessels and process pressure tanks are made-to-order. Our knowledgeable team will integrate your project needs with their engineering expertise to deliver an ASME compliant, high quality, custom pressure tank that is creatively designed to meet your special requirements.

Our track record demonstrates our commitment to building safe, durable, custom pressure vessels and tanks. Buckeye Fabricating is a name you can trust. **Give us a call today.**



Contact Us

Call 1-800-688-9821 or fill & send below!

First Name

Last Name

Company Name

Email Address

Phone Number

Message



The accumulation tank is a pressure vessel that stores the volume of steam needed to blow the whistle for several seconds at a time. The tank could be installed permanently inside the sculpture itself. An access panel would be designed into the sculpture to allow connectivity. Alternatively the tank could be mounted onto the trailer with the boiler. Both options are being explored at the moment for feasibility.

Shown above, Buckeye Fabricating is a manufacturer of custom built ASME code pressure vessels. We have been in conversations with Buckeye's sales and engineering team to design a pressure vessel for this specific project's volume and PSI requirements. It would look similar to the project on the right. The vertical nature of the tank would fit inside the sculpture. Alternatively, if a certified ASME tank is not required, a custom made tank can be fabricated by Anacortes Steam in the same style as the boiler. A handcrafted tank could undergo a documented pressure test to ensure proper construction and PSI capacity.

Safety and long-term considerations

We are proposing to blow the whistle four times a year on certain important dates that the community will help choose. The four times it will blow does not require a steam generating system that is meant for full time use. The equipment needs to be sized correctly to blow the whistle and safety precautions are of the utmost importance. For the viewing public, a safe distance away from the sculpture and boiler needs to be established for the whistle event. Proper connection of the boiler, accumulation tank and whistle will have to be followed. Ongoing safety precautions have to be taken each time the whistle is used and proper maintenance must be practiced before putting the whistle and equipment “to sleep” between blows.

This project is a long-term, hands-on art piece that is certain to be cherished by residents and visitors of McCall. In my research it is clear that these whistles, the ones still in use or that have been restored, are treasured. The mill whistle is a special thing. This project will not only be a new signature public artwork for McCall, but will also begin a new town tradition; the whistle sound ushering in a new era from the remains of a past one.

**FIRST AMENDMENT TO
ARTWORK COMMISSION AGREEMENT**
By and between
THE MCCALL REDEVELOPMENT AGENCY,
THE CITY OF MCCALL
And
WESTOVER ARTWORKS, LLC

THIS FIRST AMENDMENT TO AGREEMENT (“Amendment”) is made and entered into by and between the Urban Renewal Agency of the City of McCall, Idaho, also known as the McCall Redevelopment Agency, an independent public body corporate and politic (hereafter “Agency”), the City of McCall (hereafter “City”), a municipal corporation of the State of Idaho, and Westover Artworks, LLC, an Idaho limited liability company (hereafter “Artist”). The Agency, City and Artist may be referred to herein collectively as the “parties” or each a “party” as the case may be. The “Effective Date” of this Amendment is the date last signed below by all parties.

RECITALS

WHEREAS, the parties entered into that certain Artwork Commission Agreement dated July 28, 2020 (“Agreement”), for the purpose of planning, design, fabrication, and installation of artwork for placement within what is commonly referred to as the Lakefront Project Area, established by the 1990 Urban Renewal Plan for the Railroad Avenue Area, by City Council Ordinance No. 578 on December 13, 1990, and as amended by Section 900 of the Railroad Avenue Plan referred to as the 2006 Updated Urban Renewal Plan (collectively the Plan, as amended is referred to as the “Railroad Avenue Plan”), (hereafter the Lakefront Project Area may be referred to as the “District”), all based on the recitals and terms and conditions as more particularly described in the Agreement;

WHEREAS, on February 18, 2020, the Agency allocated funding for development of a public art plan and public artwork within the District in an amount not to exceed \$100,000;

WHEREAS, the Agreement provides for the amount for the Work to not to exceed \$100,000;

WHEREAS, the Artist has completed the scope of services described in section 2(a) and 2(b) of the Agreement and received compensation totaling \$15,000 as described in 4(a) and 4(b) in the Agreement;

WHEREAS, the Agency approved commission of the Mill Whistle public art design proposal described in Exhibit A (the “Work”) on December 15, 2020 and the City approved commission of the Work on January 28, 2021;

WHEREAS, the Agency allocated an additional \$45,000 to the project for procurement of steam generation equipment necessary to complete the Work on December 15, 2020; and

WHEREAS, the parties desire to amend the Agreement to document the approved design for the Work and to increase the amount for the Work under the Agreement, based on the terms and conditions contained herein.

AGREEMENT

THEREFORE, for valuable consideration, the sufficiency and receipt of which is acknowledged by the parties, the parties agree as follows:

1. SCOPE OF SERVICES: The parties agree and acknowledge that the final conceptual design for the Work has been approved by the Agency and City under Section 2 of the Agreement, and the final approved conceptual design is attached as Exhibit A to this Amendment.

2. COMPENSATION: Section 4 of the Agreement is amended as follows:

a) The not to exceed amount of \$100,000 stated in the first sentence is deleted and is replaced with \$145,000; and

b) The amount of \$80,000 for fabrication and installation stated in subsection (c) is deleted and replaced with \$125,000.

3. MISCELLANEOUS: Any capitalized term not defined in this Amendment will have the same meaning as in the Agreement. The recitals and exhibit are incorporated into this Amendment and made a part hereof. This is the entire agreement of the parties relating to the subject matter hereof and can only be modified or amended in writing by the parties. Except as modified herein, the Agreement remains in full force and effect. In the event of a conflict between this Amendment and the Agreement, the terms and conditions of this Amendment will control.

[End of Text; Signatures to Follow]

EXECUTED EFFECTIVE as of the Effective Date.

AGENCY:

CITY:

URBAN RENEWAL AGENCY OF THE CITY
OF MCCALL, IDAHO, a/k/a MCCALL
REDEVELOPMENT AGENCY

CITY OF MCCALL, IDAHO

By: Rick Fereday, Agency Chair

By: Robert S. Giles, Mayor

Date

Date

ATTEST:

BessieJo Wagner, City Clerk

ARTIST:

WESTOVER ARTWORKS, LLC,
an Idaho limited liability company

By: _____
Amy Westover, Manager

Date

STATE OF IDAHO)
 :SS
County of Valley)

On this _____ day of _____, 2021, before me, the undersigned Notary Public, in and for said State, personally appeared _____ Chair, McCall Redevelopment Agency, who executed the within instrument, and acknowledged to me that such Agency executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

Notary Public for Idaho
Commission Expires: _____
Residing at: McCall, Idaho

STATE OF IDAHO)
 :SS
County of Valley)

On this _____ day of _____, 2021, before me, the undersigned Notary Public, in and for said State, personally appeared ROBERT S. GILES and BESSIEJO WAGNER, known to me to be the Mayor and City Clerk of the City of McCall, a municipal corporation of the State of Idaho, who executed the within instrument, and acknowledged to me that such city executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

Notary Public for Idaho
Commission Expires: _____
Residing at: McCall, Idaho

STATE OF _____)
)ss
 County of _____)

On this _____ day of _____, 2021, before me, the undersigned Notary Public, in and for said State, personally appeared AMY WESTOVER, known to me to be the manager of Westover Artworks, LLC, who executed the within instrument, and acknowledged to me that such limited liability company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

Notary Public for Idaho
Commission Expires: _____
Residing at: _____

EXHIBIT A

APPROVED FINAL CONCEPTUAL DESIGN OF THE WORK

[10 pages attached]

City of McCall
E. LAKE STREET & BROWN PARK IMPROVEMENTS - BID OPENING 4/29/2021

Horrocks Engineers

Base Bid Tabulation Summary

				Engineer's Estimate		Favley's Earthworks LLC	
BID MANUAL ITEM	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Removal of Obstructions	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 8,000.00	\$ 8,000.00
2	Removal of Landscaping	SY	6504	\$ 10.00	\$ 65,040.00	\$ 2.00	\$ 13,008.00
3	Removal of Asphalt	SY	25	\$ 5.00	\$ 125.00	\$ 40.00	\$ 1,000.00
4	Excavation	CY	911	\$ 35.00	\$ 31,885.00	\$ 21.00	\$ 19,131.00
5	Borrow (Import)	CY	375	\$ 25.00	\$ 9,375.00	\$ 26.00	\$ 9,750.00
6	Dust Abatement Water	MG	200	\$ 7.00	\$ 1,400.00	\$ 1.00	\$ 200.00
7	Compacting Backfill	CY	15	\$ 50.00	\$ 750.00	\$ 95.00	\$ 1,425.00
8	Loose Riprap, D ₅₀ 15"	CY	184	\$ 70.00	\$ 12,880.00	\$ 185.00	\$ 34,040.00
9	Water Service Connection, 1/2"	EA	1	\$ 3,000.00	\$ 3,000.00	\$ 1,000.00	\$ 1,000.00
10	Water Service Pipe and Connection, 1"	LF	460	\$ 70.00	\$ 32,200.00	\$ 36.00	\$ 16,560.00
11	Water Service Pipe and Connection, 2"	LF	80	\$ 140.00	\$ 11,200.00	\$ 182.00	\$ 14,560.00
12	8" Storm Drain Pipe, Class SDR 35 PVC	LF	723	\$ 35.00	\$ 25,305.00	\$ 40.00	\$ 28,920.00
13	12" Storm Drain Pipe, Class SDR 35 PVC	LF	18	\$ 50.00	\$ 900.00	\$ 98.00	\$ 1,764.00
14	30" Inlet Catch Basin	EA	2	\$ 3,500.00	\$ 7,000.00	\$ 3,400.00	\$ 6,800.00
15	Inlet Catch Basin - Type 12"	EA	9	\$ 2,500.00	\$ 22,500.00	\$ 1,000.00	\$ 9,000.00
16	Reinforcing Steel	LB	550	\$ 2.75	\$ 1,512.50	\$ 3.00	\$ 1,650.00
17	Concrete (Cast-in-Place) - Class 4000A	CY	11	\$ 1,500.00	\$ 16,500.00	\$ 4,500.00	\$ 49,500.00
18	12" Vertical Curb (No Gutter), Type 24" Depth	LF	1898	\$ 25.00	\$ 47,450.00	\$ 35.00	\$ 66,430.00
19	12" Vertical Curb (No Gutter), Type 30" Depth	LF	167	\$ 32.00	\$ 5,344.00	\$ 60.00	\$ 10,020.00
20	Concrete Steps	CY	5	\$ 650.00	\$ 3,250.00	\$ 5,000.00	\$ 25,000.00
21	Concrete Sidewalks, Thickness 5"	SY	316	\$ 65.00	\$ 20,540.00	\$ 63.00	\$ 19,908.00
22	Pedestrian Ramp, Modified Type A	EA	2	\$ 4,000.00	\$ 8,000.00	\$ 2,950.00	\$ 5,900.00
23	Crushed Aggregate for Base Type I	TN	168	\$ 100.00	\$ 16,800.00	\$ 95.00	\$ 15,960.00
24	Crushed Aggregate for Base Type II	TN	450	\$ 75.00	\$ 33,750.00	\$ 75.00	\$ 33,750.00
25	Diluted Emulsified Asphalt for Tack Coat	GAL	55	\$ 20.00	\$ 1,100.00	\$ 10.00	\$ 550.00
26	1/2" Plant Mix Pavement (SP2) PG 64-34	SY	551	\$ 30.00	\$ 16,530.00	\$ 45.00	\$ 24,795.00
27	Stabilized Construction Entrance	EA	1	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00
28	Silt Fence	LF	620	\$ 5.00	\$ 3,100.00	\$ 3.10	\$ 1,922.00
29	Fiber/Straw Wattle	LF	1280	\$ 4.00	\$ 5,120.00	\$ 3.00	\$ 3,840.00
30	Inlet Protection	EA	5	\$ 100.00	\$ 500.00	\$ 200.00	\$ 1,000.00
31	2-#8 and 1-#6 Ground (Lighting)	LF	20	\$ 11.00	\$ 220.00	\$ 45.00	\$ 900.00
32	2-#4 and 1-#6 Ground (Irrigation Controller)	LF	10	\$ 12.00	\$ 120.00	\$ 70.00	\$ 700.00
33	Conduit, 2" RPC (Rigid Plastic Conduit)	LF	965	\$ 15.00	\$ 14,475.00	\$ 15.00	\$ 14,475.00
34	Conduit, 2" RSC (Rigid Steel Conduit)	LF	30	\$ 50.00	\$ 1,500.00	\$ 75.00	\$ 2,250.00
35	Junction Box	EA	20	\$ 50.00	\$ 1,000.00	\$ 800.00	\$ 16,000.00
36	Construction Traffic Control	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00
37	Riprap/Erosion Control Geotextile	SY	860	\$ 10.00	\$ 8,600.00	\$ 5.00	\$ 4,300.00
38	Subgrade Separation Geotextile	SY	551	\$ 1.50	\$ 826.50	\$ 5.00	\$ 2,755.00
39	Small Boulders 30" to 36"	CY	262	\$ 125.00	\$ 32,750.00	\$ 120.00	\$ 31,440.00
40	Medium Boulders 48"	CY	115	\$ 150.00	\$ 17,250.00	\$ 190.00	\$ 21,850.00
41	Clean Out	EA	4	\$ 100.00	\$ 400.00	\$ 500.00	\$ 2,000.00

42	Temporary Fencing (Chain Link)	LF	200	\$	40.00	\$	8,000.00	\$	6.00	\$	1,200.00
43	Temporary Fencing (Orange Construction)	LF	410	\$	10.00	\$	4,100.00	\$	4.00	\$	1,640.00
44	Permanent Fencing, Cable	LF	298	\$	50.00	\$	14,900.00	\$	135.00	\$	40,230.00
45	Pedestrian Hand Railing	LF	109	\$	125.00	\$	13,625.00	\$	120.00	\$	13,080.00
46	Turbidity Curtain	LF	550	\$	10.00	\$	5,500.00	\$	20.00	\$	11,000.00
47	Asphalt Repair	SY	25	\$	50.00	\$	1,250.00	\$	95.00	\$	2,375.00
48	Concrete Seat Wall	LF	471	\$	150.00	\$	70,650.00	\$	105.00	\$	49,455.00
49	Luminaire - Restroom	EA	1	\$	1,000.00	\$	1,000.00	\$	1,500.00	\$	1,500.00
50	French Drain	LF	468	\$	20.00	\$	9,360.00	\$	45.00	\$	21,060.00
51	Playground Drain	EA	2	\$	1,000.00	\$	2,000.00	\$	1,650.00	\$	3,300.00
52	Area Sump	EA	1	\$	1,000.00	\$	1,000.00	\$	1,200.00	\$	1,200.00
53	Surveying	LS	1	\$	10,000.00	\$	10,000.00	\$	5,000.00	\$	5,000.00
54	Directed Survey (Contingency Allowance)	CA	1	\$	5,000.00	\$	5,000.00	\$	400.00	\$	400.00
55	Landscape Repair	SY	27	\$	30.00	\$	810.00	\$	20.00	\$	540.00
56	Removable Bollard	EA	2	\$	1,500.00	\$	3,000.00	\$	1,900.00	\$	3,800.00
57	Finish Grading	SF	39341	\$	0.15	\$	5,901.15	\$	1.00	\$	39,341.00
58	Silane 40 Concrete Sealer	SY	700	\$	5.00	\$	3,500.00	\$	5.00	\$	3,500.00
59	Remove and Reset Existing Boulders	EY		\$	60.00	\$	-			\$	-
60	Mobilization	LS	1	\$	102,719.12	\$	102,719.12	\$	150,900.00	\$	150,900.00

Subtotal Construction Cost
5% Contingency
Total Base Bid Construction Cost

\$ 787,513.27
\$ 39,375.66
\$ 826,888.94

*Corrected Amount

Add Alternate #1 - Decomposed Granite Pathways Tabulation Summary				Engineer's Estimate		Falvey's Earthworks LLC	
Bid Manual Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Amount	Unit Price	Amount
1	Crushed Aggregate for Base Type I	TN	165	\$	100.00	\$	16,500.00
2	Crushed Aggregate for Base Type II	TN	500	\$	75.00	\$	37,500.00
3	Subgrade Separation Geotextile	SY	921	\$	1.50	\$	1,381.50
4	Decomposed Granite Pathway	CY	94	\$	65.00	\$	6,110.00
5	Mobilization	LS	1	\$	9,223.73	\$	9,223.73

Subtotal Construction Cost
10% Contingency
Total Add Alternate #1 Construction Cost

\$ 70,715.23
\$ 7,071.52
\$ 77,786.75

\$ 51,507.00

Add Alternate #2 - Irrigation System Tabulation Summary				Engineer's Estimate		Falvey's Earthwork LLC	
Bid Manual Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Amount	Unit Price	Amount
1	Irrigation System	SF	39341	\$	3.00	\$	118,023.00

Subtotal Construction Cost
10% Contingency
Total Add Alternate #2 Construction Cost

\$ 118,023.00
\$ 11,802.30
\$ 129,825.30

\$ 78,682.00

Add Alternate #3 - Landscaping Tabulation Summary				Engineer's Estimate		Falvey's Earthworks LLC	
Bid Manual Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Amount	Unit Price	Amount
1	Landscaping Items	SF	39341	\$ 5.00	\$ 196,705.00	\$ 2.50	\$ 98,352.50

Subtotal Construction Cost	\$ 196,705.00		
10% Contingency	\$ 19,670.50		
Total Add Alternate #3 Construction Cost	\$ 216,375.50	\$ 98,352.50	

Add Alternate #4 - Brown Park Platforms Tabulation Summary				Engineer's Estimate		Falvey's Earthworks LLC	
Bid Manual Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Amount	Unit Price	Amount
1	Turbidity Curtain	LF	320	\$ 10.00	\$ 3,200.00	\$ 15.00	\$ 4,800.00
2	Elevated Platforms - Foundation Piling	FT	1380	\$ 95.00	\$ 131,100.00	\$ 150.00	\$ 207,000.00
3	Ground Improvement Piling	FT	1835	\$ 90.00	\$ 165,150.00	\$ 75.00	\$ 137,625.00
4	Elevated Platforms - Framing & Decking	SF	1440	\$ 40.00	\$ 57,600.00	\$ 90.00	\$ 129,600.00
5	Remove and Reset Existing Boulders	CY	140	\$ 200.00	\$ 28,000.00	\$ 150.00	\$ 21,000.00
6	Mobilization	LS	1	\$ 57,757.50	\$ 57,757.50	\$ 20,000.00	\$ 20,000.00

Subtotal Construction Cost	\$ 442,807.50		
10% Contingency	\$ 44,280.75		
Total Add Alternate #4 Construction Cost	\$ 487,088.25	\$ 520,025.00	

3 BIDDERS PROPOSAL

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to the City of McCall. This bid is for the Project titled: E. LAKE ST. WATERFRONT AND BROWN PARK IMPROVEMENTS

ARTICLE 2 – BIDDER'S INFORMATION

- 2.01 BIDDER's Name: Falvey's Earthworks LLC
BIDDER's Idaho Public Works Contractor License No.: PWL-16596-AH-1-2-3
License Expiration Date: 4-30-22
BIDDER's Business Address: P.O. Box 710, McCall, ID 83638
BIDDER's Business Phone No.: 208-634-2021
BIDDER's FAX No.: 208-634-9779
BIDDER's Email Address: matthew@falveysearthworks.com

ARTICLE 3 – BIDDER'S ACKNOWLEDGEMENTS

This proposal is submitted as an offer by the undersigned to enter into contract with the City of McCall, McCall Idaho, hereinafter referred to as the "OWNER" for the E. LAKE ST. WATERFRONT AND BROWN PARK IMPROVEMENTS project, specified herein, and which construction documents are on file with the Public Works Department, 815 N. Samson Trail, McCall, Idaho, and which are a condition hereof with the same force and effect as though they were attached hereto. The offer is conditioned on the following declarations as to the facts, intention and understanding of the undersigned and the agreement of the OWNER to the terms and prices herein submitted.

1. All project specifications and drawings have been examined by the undersigned and their terms and conditions are hereby agreed to.
2. The undersigned certifies that he/she has received or made himself/herself aware of any and all existing site conditions that may affect the proposed work.
3. It is understood that the contract drawings may be supplemented by additional drawings and specifications in explanation and elaboration of the contract drawings and it is agreed that such supplemental drawings, when not in conflict with those referred to in paragraph 1 above, will have the same force and effect as if attached hereto and that when received they will be considered a part of the contract.
4. The undersigned will furnish separate performance and payment bonds and insurance certificates, as required by the specifications, in the full amount of the contract price within the

time limit therein after notification that the said proposal is accepted, all in accordance with the provisions of this proposal and the specifications.

6. The undersigned further agrees that the OWNER shall have the right to accept or reject any bid as the OWNER deems to be in their best interest.
7. The undersigned agrees to order all necessary equipment and materials within a period of three (3) days after Notice to Proceed has been issued by the OWNER.
8. The undersigned, as a BIDDER, acknowledges that Addenda Number # 1 through # 1 have been delivered to him/her and have been examined as part of the contract documents.
9. The undersigned agrees to complete all work embraced in the contract within the time limitations set forth in paragraph IB-10 of the Instruction to Bidders.
10. Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of bids. The city has a set budget for this project that cannot be exceeded. Once bids are opened and the apparent low bidder is identified, the City reserves the right to eliminate or reduce any items they deem necessary to stay within budget. There will be no compensation to the Contractor for the elimination of items of work. The Contractor is advised to provide balanced bids for all items of work.

ARTICLE 4 – BIDDERS’ CERTIFICATION

4.01 BIDDER certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.

ARTICLE 5 – BASIS OF BID/BID SCHEDULE

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

Bid Item	Item Description	Spec Reference	Quantity	Unit	Unit Price	Total Amount
1	Removal of Obstructions	201.4.1.C.1	1	LS	8,000	8,000.00
2	Removal of Landscaping	201.4.1.D.1	<u>6504</u>	SY	2.00	13,008.00
3	Removal of Asphalt	201.4.1.D.2	25	SY	40.00	1,000.00

Bid Item	Item Description	Spec Reference	Quantity	Unit	Unit Price	Total Amount
4	Excavation	202.4.1.A.1	911	CY	21.00	19,131.00
5	Borrow (Import)	202.4.6.A.1	375	CY	26.00	9,750.00
6	Dust Abatement Water	202.4.8.A.1	200	MG	1.00	200.00
7	Compacting Backfill	204.4.3.A.1	15	CY	95.00	1,425.00
8	Loose Riprap, D ₅₀ =15"	206.4.1.H.3	184	CY	185.00	34,040.00
9	Water Service Connection, 1/2"	404.4.1.A.1	1	EA	1,000.00	1,000.00
10	Water Service Pipe and Connection, 1"	404.4.1.B.1	460	LF	36.00	16,560.00
11	Water Service Pipe and Connection, 2"	404.4.1.B.2	80	LF	182.00	14,560.00
12	8" Storm Drain Pipe, Class SDR 35 PVC	601.4.1.A.4	723	LF	40.00	28,920.00
13	12" Storm Drain Pipe, Class SDR 35 PVC	601.4.1.A.5	18	LF	98.00	1,764.00
14	30" Inlet Catch Basin	602.4.1.J.1	2	EA	3,400.00	6,800.00
15	Inlet Catch Basin - Type 12"	602.4.1.J.2	9	EA	1,000.00	9,000.00
16	Reinforcing Steel	702.4.2.A.1	550	LB	3.00	1,650.00
17	Concrete (Cast-in-Place) - Class 4000A	704.4.1.A.1	11	CY	4,500.00	49,500.00
18	12" Vertical Curb (No Gutter), Type 24" Depth	706.4.1.A.3	1898	LF	35.00	66,430.00

Bid Item	Item Description	Spec Reference	Quantity	Unit	Unit Price	Total Amount
19	12" Vertical Curb (No Gutter), Type 30" Depth	706.4.1.A.4	167	LF	60.00	10,020.00
20	Concrete Steps	706.4.1.D.1	5	CY	5,000.00	25,000.00
21	Concrete Sidewalks, Thickness 5"	706.4.1.E.1	316	SY	63.00	19,908.00
22	Pedestrian Ramp, Modified Type A	706.4.1.H.1	2	EA	2,950.00	5,900.00
23	Crushed Aggregate for Base Type I	802.4.1.B.1	168	TN	95.00	15,960.00
24	Crushed Aggregate for Base Type II	802.4.1.B.2	450	TN	75.00	33,750.00
25	Diluted Emulsified Asphalt for Tack Coat	806.4.1.B.1	55	GAL	10.00	550.00
26	1/2" Plant Mix Pavement (SP2) PG 64-34	810.4.1.A.3	551	SY	45.00	24,795.00
27	Stabilized Construction Entrance	1001.4.2.B.1	1	EA	5,000.00	5,000.00
28	Silt Fence	1003.4.1.C.1	620	LF	3.10	1,922.00
29	Fiber/Straw Wattle	1003.4.1.A.2	1280	LF	3.00	3,840.00
30	Inlet Protection	1006.4.1.C.1	5	EA	200.00	1,000.00
31	2-#8 and 1-#6 Ground (Lighting)	1102.4.1.D.1	20	LF	45.00	900.00
32	2-#4 and 1-#6 Ground (Irrigation Controller)	1102.4.1.D.2	10	LF	70.00	700.00
33	Conduit, 2" RPC (Rigid Plastic Conduit)	1102.4.1.E.1	965	LF	15.00	14,475.00
34	Conduit, 2" RSC (Rigid Steel Conduit)	1102.4.1.E.2	30	LF	75.00	2,250.00

Bid Item	Item Description	Spec Reference	Quantity	Unit	Unit Price	Total Amount
35	Junction Box	1102.4.1.F.1	20	EA	800.00	16,000.00
36	Construction Traffic Control	1103.4.1.A.1	1	LS	10,000.00	10,000.00
37	Riprap/Erosion Control Geotextile	2050.4.1.B.1	860	SY	5.00	4,300.00
38	Subgrade Separation Geotextile	2050.4.1.C.1	551	SY	5.00	2,755.00
39	Small Boulders 30" to 36"	SP-1	262	CY	120.00	31,440.00
40	Medium Boulders 48"	SP-2	115	CY	190.00	21,850.00
41	Clean Out	SP-3	4	EA	500.00	2,000.00
42	Temporary Fencing (Chain Link)	SP-4	200	LF	6.00	1,200.00
43	Temporary Fencing (Orange Construction)	SP-5	410	LF	4.00	1,640.00
44	Permanent Fencing, Cable	SP-6	298	LF	135.00	40,230.00
45	Pedestrian Hand Railing	SP-7	109	LF	120.00	13,080.00
46	Turbidity Curtain	SP-8	550	LF	20.00	11,000.00
47	Asphalt Repair	SP-9	25	SY	95.00	2,375.00
48	Concrete Seat Wall	SP-10	471	LF	105.00	49,455.00
49	Luminaire - Restroom	SP-11	1	EA	1,500.00	1,500.00
50	French Drain	SP-12	468	LF	45.00	21,060.00

Bid Item	Item Description	Spec Reference	Quantity	Unit	Unit Price	Total Amount
51	Playground Drain	SP-13	2	EA	1,656.00	3,300.00
52	Area Sump	SP-14	1	EA	1,200.00	1,200.00
53	Surveying	SP-15	1	LS	5,000.00	5,000.00
54	Directed Survey (Contingency Allowance)	SP-16	1	CA	400.00	400.00
55	Landscape Repair	SP-17	<u>27</u>	SY	20.00	540.00
56	Removable Bollard	SP-18	2	EA	1,900.00	3,800.00
57	Finish Grading	SP-24	<u>39341</u>	SF	1.00	39,341.00
58	Silane 40 Concrete Sealer	SP-26	700	SY	5.00	3,500.00
59	Remove and Reset Existing Boulders	SP-27	50	CY	<u>N/A</u>	<u>N/A</u>
60	Mobilization	2010.4.1.A.1	1	LS	150,900.00	150,900.00
BASE BID (Sum of Items 1 through 60) TOTAL (Amount) =						876,794.00
BASE BID TOTAL (Words):						Eight hundred seventy six thousand. Seven hundred ninety four. 00/100

5.02 BIDDER will complete the **Add Alternate #1 – Decomposed Granite Pathways** Work in accordance with the Contract Documents for the following price(s):

Bid Item	Item Description	Spec Reference	Quantity	Unit	Unit Price	Total Amount
1	Crushed Aggregate for Base Type I	802.4.1.B.1	165	TN	85.00	14,025.00
2	Crushed Aggregate for Base Type II	802.4.1.B.2	500	TN	55.00	27,500.00

Bid Item	Item Description	Spec Reference	Quantity	Unit	Unit Price	Total Amount
3	Subgrade Separation Geotextile	2050.4.1.C.1	921	SY	2.00	1,842.00
4	Decomposed Granite Pathway	SP-22	94	CY	60.00	5,640.00
5	Mobilization	2010.4.1.A.1	1	LS	2,500.00	2,500.00
ADD ALT #1 (Sum of Items 1 through 5) TOTAL (Amount) =						51,507.00
ADD ALT #1 TOTAL (Words):						Fifty-one thousand five hundred seventy ⁰⁰ / ₁₀₀

5.03 BIDDER will complete the Add Alternate #2 – Irrigation System Work in accordance with the Contract Documents for the following price(s):

Bid Item	Item Description	Spec Reference	Quantity	Unit	Unit Price	Total Amount
1	Irrigation System	SP-23	<u>39341</u>	SF	2.00	78,682.00
ADD ALT #2 (Sum of Item 1) TOTAL (Amount) =						78,682.00
ADD ALT #2 BID TOTAL (Words):						Seventy eight thousand six hundred eighty two ⁰⁰ / ₁₀₀

5.04 BIDDER will complete the Add Alternate #3 - Landscaping Work in accordance with the Contract Documents for the following price(s):

Bid Item	Item Description	Spec Reference	Quantity	Unit	Unit Price	Total Amount
1	Landscaping Items	SP-25	<u>39341</u>	SF	2.50	98,352.50
ADD ALT #3 (Sum of Item 1) TOTAL (Amount) =						98,352.50
ADD ALT #3 TOTAL (Words):						ninety-eight thousand three hundred fifty two ⁵⁰ / ₁₀₀

5.05 BIDDER will complete the **Add Alternate #4 – Brown Park Platforms** Work in accordance with the Contract Documents for the following price(s):

Bid Item	Item Description	Spec Reference	Quantity	Unit	Unit Price	Total Amount
1	Turbidity Curtain	SP-8	320	LF	15.00	4,800.00
2	Elevated Platforms - Foundation Piling	SP-19	1380	FT	150.00	207,000.00
3	Ground Improvement Piling	SP-20	1835	FT	75.00	137,625.00
4	Elevated Platforms - Framing & Decking	SP-21	1440	SF	90.00	129,600.00
5	Remove and Reset Existing Boulders	SP-27	140	CY	150.00	21,000.00
6	Mobilization	2010.4.1.A.1	1	LS	20,000.00	20,000.00
ADD ALT #4 (Sum of Items 1 through 6) TOTAL (Amount) =						520,025.00
ADD ALT #4 TOTAL (Words):						Five hundred twenty thousand twenty five.00

ARTICLE 6 – BID SUBMITTAL

6.01 Submitted on April 29, 2021

6.02 This Bid is submitted by:

An Individual

Name (typed or printed):

Mathew Falvey

By:

Mathew Falvey

(Individual's signature)

Doing Business As:

Falvey's Earth Works LLC
Falvey's LLC

A Partnership

Partnership Name: _____

By: _____

(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____

(Signature – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(CORPORATE SEAL)

Attest: _____

A Joint Venture

Name of Joint Venture: _____

First Joint Venture Name: _____

(SEAL)

By: _____

(Signature of first joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venture Name: _____

(SEAL)

By: _____
(Signature of second joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

ARTICLE 7 – NAMING OF SUBCONTRACTOR FORM

Per Idaho Code, 67-2310, BIDDER shall include in his or her Bid the names and address, and Idaho Public Works Contractor License Number of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract for plumbing, heating and air-conditioning work, and electrical work under the general Contract. Because no plumbing, heating and air conditioning work is required for this project, such subcontractors shall not be listed.

In addition to subcontractors for electrical work, provide the names and addresses of the additional subcontractors, suppliers, individuals or entities called for in the Instruction to Bidders (include Idaho Public Works Contractor License Numbers for any subcontractors)

Additional Subcontractor Name and Address

Buss Mechanical
P.O. Box 190476
Boise, ID 83719

Public Works License Number

C-14908-AAA-4

Additional Subcontractor Name and Address

AME Electrical
3621 Arthur Street
Caldwell, ID 83605

Public Works License Number

11544-AA-4

Additional Subcontractor Name and Address

Public Works License Number

ARTICLE 8 – NON-COLLUSION AFFIDAVIT

E. LAKE STREET WATERFRONT AND BROWN PARK IMPROVEMENTS
McCall, Idaho

CONTRACTOR'S NON-COLLUSION AFFIDAVIT

STATE OF IDAHO
Valley County

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

Signed: Matthew Falvey
Title: Managing Member

Subscribed and sworn to before me this 29th day of April, 2021



Kathleen E. Gachel
Notary Public for Idaho

Residing at: Valley County

My Commission Expires: 12-24-26

ARTICLE 9 - BID BOND

1. BIDDER (Name and Address):

Falvey's LLC

PO Box 710, McCall, ID 83638

2. SURETY (Name and Address of Principal Place of Business):

The Ohio Casualty Insurance Company

175 Berkeley Street, Boston, MA 02116

3. OWNER (Name and Address): City of McCall

216 East Park Street, McCall, ID 83638

4. BID:

Bid Due Date: April 28, 2021

Description (project name and location): E Lake Street Waterfront & Brown Park Improvements
McCall, Idaho

5. BOND

Bond Number: N/A

Date: April 26, 2021

Penal Sum: Five Percent of Amount Bid

(Words)

\$ 5.0% of Amount Bid

(Amount)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

6. BIDDER

Falvey's LLC

(Seal)

Bidder's Name and Corporate Seal

By:

Signature

Mathew Falvey

Print Name

Managing Member

Title

Attest:

Signature

Title

SURETY

The Ohio Casualty Insurance Company

(Seal)

Surety's Name and Corporate Seal

By:

Signature

Jennifer Grenrood

Print Name

Attorney-in-Fact

Title

Attest:

Paige Hiatt
Signature

Witness
Title

Note: (1) Above addresses are to be used for giving required notice. (2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any Performance and Payment Bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any Performance and Payment Bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by OWNER, or
 - 3.3. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery,

commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer or proposal.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205057-969582**

POWER OF ATTORNEY

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, Ellie Peck, Jennifer Grenrod

all of the city of Boise state of ID each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of March, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 18th day of March, 2021 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.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

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 XIII - 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.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

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 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 affixed the seals of said Companies this 26th day of April, 2021.



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

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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: 04/30/2020


Licensee Signature


Chris L. Jensen, Administrator