



# Memo

To: Mayor and Hayden City Council

From: Alan Soderling, P.E., Public Work Director

Date: 4-1-2024

**Agenda Item:** Notice of Award to Poe Asphalt Paving Inc. for 2024 Road Maintenance Project – Huetter Road

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## **Agenda Item Location**

New Business

## **Recommended Action or Motion**

Staff recommends approval and authorization of the Mayor to sign the Notice of Award and Contract with Poe Asphalt Paving Inc. for \$499,755.00 not to exceed without prior authorization for the 2024 Road Maintenance Project – Huetter Road.

## **Summary**

Our annual Road Maintenance Project was out to bid from March 15 thru the 29. We received two bids for the project. Poe Asphalt Paving Inc. is the low bidder with all of their appurtenant documents necessary for an acceptable bid. This year's project scope is to pulverize the top 8" of road on Huetter Road. That material will be compacted and we will be able to place well graded road base on top of that. Once it is graded and compacted then we will pave a 4" asphalt section on top. The end will result in a rehabilitated roadway.

## **Fiscal Impact**

The 2024 Road Maintenance Project is included in the FY2024 budget. The budgeted amount is \$1,268,166.00. This project amount is for \$499,755.00. Therefore, this has no fiscal impact on the FY2024 budget.

## **Budget Funding Source / Transfer Request**

GL 110-532-54304 Road and Parking Lot Maintenance

## **Attachment**

See attached Bid Summary, Notice of Award and 2024 Road Maintenance Contract below for reference.

**CITY OF HAYDEN**  
**2024 ROAD MAINTENANCE PROJECT**  
**BID SUMMARY\***

*Bid Opening: March 29, 2024 at 2:00PM*

<b>CONTRACTOR</b>	<b>BASE BID</b>
<b>COEUR D'ALENE PAVING</b>	<b>\$ 643,600.00</b>
<b>POE ASPHALT PAVING INC.</b>	<b>\$ 499,775.00</b>

**NOTICE OF AWARD**

**TO:** Poe Asphalt Paving Inc.  
2732 N Beck Road  
Post Falls, ID 83854

**PROJECT DESCRIPTION: CITY OF HAYDEN 2024 ROAD MAINTENANCE**

The OWNER has considered the BID submitted by you for the described work in response to its Advertisement for Bids dated March 15<sup>th</sup> and March 22<sup>nd</sup>, and Bidding Information.

You are hereby notified that your Bid has been accepted for items in the amount of \$499,755.00 (Four Hundred Ninety-Nine Thousand, Seven Hundred Fifty-Five Dollars and 00/100 Cents).

You are required by the Contract Information to execute the Contract Agreement and furnish the required CONTRACTOR'S Performance Bond, Certificates of Insurance, and the Original plus 1 copy of the Public Works Contract Report within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds and Certificates of Insurance within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your Bid as abandoned and the Contractor in default and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of April 2024.

CITY OF HAYDEN

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged

Contractor: Poe Asphalt Paving Inc.

This the 2ND day of APRIL, 2024

Signature: *Alex P. [Signature]*

Title: PROJECT MANAGER

**CONTRACT**  
For  
**CITY OF HAYDEN**  
**2024 ROAD MAINTENANCE PROJECT**

THIS CONTRACT, made and entered into this 3<sup>rd</sup> day of APRIL, 2024, between the **CITY OF HAYDEN**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the “**CITY**”, and **POE ASPHALT PAVING INC.**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 2732 N Beck Road Post Falls , Idaho, hereinafter referred to as “**CONTRACTOR**,”

WITNESSETH:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for the 2024 Road Maintenance according to contract documents on file in the office of the City Clerk of said **CITY**, which contract documents are incorporated herein by reference.

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the **CITY OF HAYDEN**, as hereinafter set forth, the **CONTRACTOR** shall complete improvements as set forth in the said contract documents described above, in said **CITY**, furnishing all labor and materials therefor according to said contract documents and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said contract documents are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the said contract documents and approved by the City Engineer, and all labor performed shall be of first-class workmanship.

The **CONTRACTOR** shall furnish and install barriers and warning lights to prevent accidents. The **CONTRACTOR** shall indemnify, defend and hold the **CITY** harmless from all claims arising from the **CONTRACTOR**'s actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the **CITY** as one of the insured's in the amount of One Million Dollars (\$1,000,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that at least the minimum limits shall be those provided for under Idaho Code 6-924. A certificate of insurance providing at least thirty (30) days written notice to the **CITY** prior to cancellation of the policy shall be filed in the office of the City Clerk.

The **CONTRACTOR** agrees to maintain Worker's Compensation coverage on all employees, including employees of subcontractors, during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should the **CONTRACTOR** fail to maintain such insurance during the entire term hereof, the **CONTRACTOR** shall indemnify the **CITY** against any loss resulting to the **CITY** from such failure, either by way of compensation or additional premium liability. The **CONTRACTOR** shall furnish to the **CITY**, prior to commencement of the work, such evidence as the **CITY** may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the **CITY**, a surety bond in an amount sufficient to make such payments.

The **CONTRACTOR** shall furnish the **CITY** certificates of the insurance coverage's required herein, which certificates must be approved by the City Attorney.

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed Four Hundred Ninety-Nine Thousand, Seven Hundred Seventy-Five and 00/100 Dollars (\$499,775.00).

Monthly progress payments must be submitted by the 7<sup>th</sup> of the month for work done in the previous calendar month. Partial payment shall be made by the end of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the **CONTRACTOR** has obtained from the Idaho State Tax Commission and submitted to the **CITY** a release of liability for taxes (Form 10-248-79). Payment shall be made by the City Finance Director.

The number of working days allowed for completion of the Contract work shall be 25 working days. Days where the only work is traffic control setup, sweeping, or covering utilities do not count toward working days. The contract time shall commence no later than 10 days after the date of the Notice to Proceed issued by the **CITY**.

The **CITY** and the **CONTRACTOR** recognize that time is of the essence and failure of the **CONTRACTOR** to complete the work within the time allowed shall result in damages being sustained by the **CITY**. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the **CONTRACTOR** shall fail to complete the work within the following time limits, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of One Thousand Five Hundred Dollars (\$500) per calendar day, which sums shall not be construed as a penalty.

**IT IS AGREED** that the **CONTRACTOR** must employ ninety five percent (95%) bona fide Idaho residents as employees on any job under this contract except where under this contract fifty (50) or less persons are employed by the **CONTRACTOR**, in which case the **CONTRACTOR** may employ ten percent (10%) nonresidents; provided, however, in all cases the **CONTRACTOR**, must give preference to the employment of bona fide residents in the performance of said work.

The **CONTRACTOR** further agrees: In consideration of securing the business of construction the works to be constructed under this contract, recognizing the business in which he is engaged is of a transitory character and that in the pursuit thereof, his property used therein may be without the state of Idaho when taxes, excises or license fees to which he is liable become payable, agrees:

- To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.
- That if the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.
- That in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the Department, Officer, Board or Taxing Unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such

accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said **CONTRACTOR** is liable.

IT IS FURTHER AGREED that for additions or deductions to the contract documents, the unit prices as set forth in the written proposal of the **CONTRACTOR** are hereby made part of this contract.

For the faithful performance of this contract in accordance with the contract documents and payment for all labor and materials, the **CONTRACTOR** shall execute good and sufficient performance bond and payment bond in a form acceptable to the City Attorney each in the amount of one hundred percent (100%) of the total amount of the bid as hereinbefore stated, said bonds to be executed by a surety company authorized to do business in the state of Idaho.

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, sexual orientation, and/or gender identity/expression. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, sexual orientation, and/or gender identity/expression. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Contractor agrees to post in conspicuous places available for employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, sexual orientation, and/or gender identity/expression. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each sub-Contractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials. The Contractor shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the City may require.

The term "CONTRACT DOCUMENTS" means and includes the following:

- A. Advertisement For Bids
- B. Bidding Information
- C. Bid Proposal
- D. Bid Bond
- E. Bidding Forms as Required
- F. Contract
- G. Labor and Materials Payment Bond
- H. Performance Bond
- I. Notice of Award
- J. Notice to Proceed
- K. Change Order
- L. General Conditions
- M. Technical Specifications
- N. Special Provisions
- O. Plans
- P. Addenda No. \_\_\_\_\_, dated \_\_\_\_\_, \_\_\_\_\_

THIS CONTRACT, with all of its forms, specifications and stipulations, shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the Mayor and City Clerk of the CITY OF HAYDEN have executed this contract on behalf of said CITY, the City Clerk has affixed the seal of said City hereto, and the CONTRACTOR has caused the same to be signed by its President, and its seal to be affixed hereto, the day and year first above written.

**CITY OF HAYDEN**  
KOOTENAI COUNTY, IDAHO

**CONTRACTOR:** Poe Asphalt Paving Inc.

\_\_\_\_\_  
Alan Davis, Mayor

By: 

Its: PROJECT MANAGER

ATTEST:

\_\_\_\_\_  
Abbi Sanchez, City Clerk

ATTEST:

  
Admin Assd.