

CITY COUNCIL AGENDA REQUEST FORM

Today's date: 10 / 15 / 20

Date of meeting 10 / 21 / 20

(City Council meetings are held the 1st and 3rd Wednesday of each month.)

Name of Elected Official, City Employee, Organization, or Citizen making request:

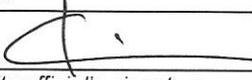
Kim Woodruff, Parks & Recreation Director

Address: 1123 Lake Street, Sandpoint, Idaho 83864

Phone number and email address: kwoodruff@sandpointidaho.gov

Authorized by: Kim Woodruff

name of City official



City official's signature

Subject: War Memorial Field Improvements, Phase IIA, Spring Facilities - Construction Contract Award

Summary of what is being requested: Consider awarding a construction contract for War Memorial Field Improvements, Phase IIA, Spring Facilities. The procurement solicitation was conducted pursuant to the competitive sealed bid process, in accordance with Idaho Code 67-2805(2).

The following information **MUST** be completed before submitting your request to the City Clerk:

1. Would there be any financial impact to the city? Yes No Budgeted? Yes No

If yes, in what way? _____

2. Name(s) of any individual(s) or group(s) that will be directly affected by this action:

Have they been contacted?
Yes or No

3. Is there a need for a general public information or public involvement plan? Yes or No

If yes, please specify and suggest a method to accomplish the plan: _____

4. Is an enforcement plan needed? Yes No Additional funds needed? Yes No

5. Have all the affected divisions been informed about this agenda item? Yes No

This form must be submitted no later than 5:00pm Tuesday the week prior to the meeting. All pertinent documentation for the Council packet must be included.

ITEMS WILL NOT BE AGENDIZED WITHOUT THIS FORM

**CITY OF SANDPOINT
AGENDA REPORT**

DATE: October 15, 2020

TO: MAYOR AND CITY COUNCIL

FROM: Dan Tadic, P.E. City Engineer; Kim Woodruff, Parks & Recreation Director

SUBJECT: War Memorial Field Improvements Phase IIA, Spring Facilities, Construction Contract Award

DESCRIPTION/BACKGROUND:

In 2015, Sandpoint City voters passed a 1% Local Option Sales Tax (LOT) to fund improvements at War Memorial Field. As approved by voters, the priorities for the LOT are:

- Priority one: War Memorial Field Grandstand project as designed by Sewell & Associates;
- Priority two: Replace drainage and field surface at War Memorial Field;
- Priority three: Repair and replacement of War Memorial Field infrastructure; and
- Priority four: Improve parks infrastructure

Priority one improvements including the grandstand project and other infrastructure upgrades, allowed under priority three, were completed in 2017. Priority two improvements were recently completed in September 2020 to include a premium artificial turf system, upgraded LED lighting, perimeter fencing, softball dugouts, and associated electrical, irrigation and water system improvements.

Conceptual Plans

In April 2019, the City of Sandpoint contracted with GreenPlay LLC to lead a broad Parks & Recreation Master Plan effort. This effort included site-specific designs for five properties: City Beach and Downtown Waterfront, War Memorial Field, Sports Complex (Travers, Centennial & Great Northern) and the City-owned Watershed.

GreenPlay and its subconsultant Bernardo Wills Architects (BWA) conducted an updated field analysis and feasibility review of the turf at War Memorial Field and the Sports Complex as part of their scope of work. They also held several focus group, stakeholder and community meetings to inform their design concepts. As a result of these efforts, GreenPlay developed a design concept for War Memorial Field that was presented at the regular scheduled City Council meeting on October 2, 2019.

This design concept incorporated their recommendation of an artificial turf field and other site improvements to maximize usability of the park space (including water access/recreation) and reduce impacts on the neighborhood. On October 16th, 2019, the City Council considered the factors presented, as well as public input, and ultimately, approved the design concept with artificial turf field and other improvements.

Project Phasing

On November 20, 2019, City Council approved a Professional Services Agreement with BWA to complete design services for Memorial Field to include an artificial playing surface, parking, and other related improvements. On September 16, 2020, City Council approved the preliminary design for Phase 2 or War Memorial Field improvements and authorized staff to finalize the construction documents and advertise the project for bids.

Phase 2 has been broken into two bid packages with Phase IIA consisting of the remaining features necessary to accommodate spring sports – namely baseball dugouts, concrete surfacing around the backstops, and security fencing. This was done in an effort to ensure these elements were completed as necessary to accommodate spring sports.

Phase IIB will consist of an improved and expanded parking lot and related improvements (stormwater, lighting, landscaping, etc.) and boat launch improvements to include an accessible pathway, restroom, boat wash station, launch ramp, ADA accessible kayak launch, new float piling, and log booms to separate motorized and non-motorized users. Phase IIB will be advertised for bids once the United States Army Corps of Engineers permit is obtained, anticipated in early 2021, with substantial completion anticipated prior to Memorial Day 2021.

Phase IIA Bid Opening

On September 29, 2020, War Memorial Field Improvements Phase IIA, Spring Facilities was advertised for bid, followed by two addenda. The procurement solicitation was completed in accordance with the competitive sealed bid process per Idaho Code 67-2805(2). On October 15, 2020, six (6) bids were received. The lowest, responsible and responsive bidder was J7 Contracting, Inc. with a Base Bid of \$393,858.00.

The contract stipulates Phase IIA construction to be substantially complete by December 21, 2020 with final completion no later than January 8, 2021.

STAFF RECOMMENDATION:

Staff recommends awarding a construction contract for the War Memorial Field Improvements Phase IIA, Spring Facilities project to J7 Contracting, Inc., in the total amount of \$393,858.00 for the Base Bid.

ACTION:

Move to approve the Resolution awarding a construction contract (Contract No. A21-5300-1) for the War Memorial Field Improvements Phase IIA, Spring Facilities project to J7 Contracting, Inc., in the total amount of \$393,858.00 for the Base Bid and authorize City execution of the contract documents.

WILL THERE BE ANY FINANCIAL IMPACT? Yes HAS THIS ITEM BEEN BUDGETED? Yes

ATTACHMENTS:

Bid Package – Click below to visit the bid page on the City website, where these documents can be found:

<https://www.sandpointidaho.gov/Home/Components/RFP/RFP/159/180>

Bid Results

J-7 Contracting, Inc., Bid

Notice of Intent to Award

Resolution

PRELIMINARY BID RESULTS

War Memorial Field Improvements Phase IIA

Prepared By: City of Sandpoint

Date: October 15, 2020 2:00:00PM

Bidder	Total w/Base Bid	Total w/Alternate No. 1
Cameron-Reilly Concrete	\$456,450.00	\$454,450.00
Earthworks Northwest	\$515,577.00	\$537,577.00
NNAC Construction	\$660,340.00	\$677,722.00
LaRiviere Inc.	\$422,724.88	\$420,208.88
J7 Contracting, Inc.	\$393,858.00	\$395,858.00
CoyotePak Construction	\$617,454.00	\$622,054.00

Apparent Lowest Bidder: J7 Contracting, Inc.

PART 3

BID PACKAGE

BID FORM
City of Sandpoint
War Memorial Field Improvements, Phase IIA, Spring Facilities

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Sandpoint
1123 Lake Street
Sandpoint, ID 83864

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Advertisement, Instructions to Bidders, and Bidding Documents, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
One	10/09/20
Two	10/13/20

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-5.03 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-5.06 as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such

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

- F. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, test, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder safety precautions and programs incident thereto.
- G. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- H. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- I. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Owner is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

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

BID SCHEDULE A – BASE BID

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
2010.4.1.A.1.	Mobilization	LS	1	LUMP SUM	\$ <u>40000</u>
1001.4.1.A.1.	Sediment Control	LS	1	LUMP SUM	\$ <u>10000</u>
202.4.1.E.1.	Excavation and Haul Off-Site	CY	376	\$ <u>20</u>	\$ <u>7520</u>
802.4.1.A.1	Crushed Aggregate for Base, Type I	CY	282	\$ <u>28</u>	\$ <u>7896</u>
1102.4.1.E.1.	Electrical Conduit, (1-inch)	LF	330	\$ <u>20</u>	\$ <u>6600</u>
703.4.1.B.1.	Cast-In-Place Concrete Retaining Wall	LF	192	\$ <u>150</u>	\$ <u>28800</u>
706.4.1.E.1	Concrete Flatwork Pavement, (4-inch) Thickness	SF	14,215	\$ <u>7</u>	\$ <u>99505</u>
706.4.1.A.3	Standard Vertical (6-inch) Concrete Curb (No Gutter)	LF	272	\$ <u>32</u>	\$ <u>8704</u>
706.4.1.A.5	Standard Vertical (6-inch) Concrete Curb & Gutter	LF	54	\$ <u>40</u>	\$ <u>2160</u>
706.4.1.F.1	Concrete Driveway Approach, (6-inch) Thickness	SY	111	\$ <u>67</u>	\$ <u>7437</u>
706.4.1.H.1	Pedestrian Ramp w/ Detectable Warning Domes	EA	3	\$ <u>2900</u>	\$ <u>8700</u>
SP01.4.1.A.1	6ft Ht. Galvanized Chain-link Fence	LF	300	\$ <u>55</u>	\$ <u>16500</u>

SP01.4.1.B.1	6ft Ht. x 4ft Wide Single Swing Chain-link Gate	EA	1	\$ 1200	\$ 1200
SP01.4.1.C.1	6ft Ht. x 12ft Wide Single Swing Chain-link Gate	EA	2	\$ 1800	\$ 3600
SP02.4.1.A.1	Cast-In-Place Batting Cage Sleeves w/ Hinged Cap	EA	21	\$ 500	\$ 10500
SP02.4.1.B.1	First Base Baseball Dugout	LS	1	LUMP SUM	\$ 37944
SP02.4.1.C.1	Third Base Baseball Dugout w/ Covered & Open Storage	LS	1	LUMP SUM	\$ 71792
2060.4.1.A.1.	Minor Changes	CS	1	CONTINGENT SUM	\$ 25,000.00
TOTAL OF BID SCHEDULE A				\$ 393,858	

BID SCHEDULE B – BID ALTERNATE #01: MID-SPAN DUGOUT BEAMS

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
SP02.4.1.D.1	Schedule B - Alternate No. 01 (Alt. #01) – Mid-Span Dugout Beams	EA	2	\$ 1000	\$ 2000
TOTAL OF BID SCHEDULE B				\$ 2000	

- 5.01 Bid prices listed shall include all applicable taxes and fees.
- 5.02 Unit Prices have been computed in accordance with the Contract Documents.
- 5.03 Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION & EMPLOYMENT

- 6.01 Bidder agrees that all items included in the Base Bid and Bid Alternate, if awarded, will be substantially complete by December 21, 2020 and will be completed and ready for final payment in accordance with the General Conditions by January 8, 2021.
- 6.02 Bidder accepts the provisions of the Contract Documents as to liquidated damages.
- 6.03 Bidder agrees to comply with Idaho Code 44-1001 through 44-1005, regarding employment of Idaho residents.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security in the form of: cash, a certified check, cashier's check, or a Bid bond (on the form attached) issued by a surety meeting the requirements of the General Conditions.;
 - B. Bidder shall include in his Bid the name, or names and address, or addresses, and Idaho Public Works Contractor License Numbers of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract;
 - C. State of Idaho Public Works Contractor's License No.: 036231-AAA-1-2-4 ;
 - D. *Not Used*

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Bidding Documents.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: J7 Contracting, Inc.

State of Incorporation: Idaho

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

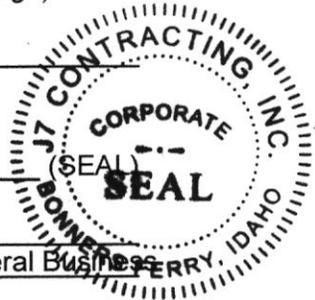
By: 
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Wayne Jessop

Title: Manager
(CORPORATE SEAL)

Attest 

Date of Qualification to do business in Idaho is 06 / 17 / 17.



A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

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

Name (typed or printed): _____

Title: _____

(Each joint venturer 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.)

Bidder's Business Address 97 Pinkerton Rd, Bonners Ferry, ID 83805

Phone No. 208-267-6000 Fax No. 208-267-0486

E-mail admin@j7contracting.com

SUBMITTED on October 15, 2020.

Idaho Public Works Contractor License No. 036231-AAA-1-2-4.

BID BOND

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

BIDDER (Name and Address):

J7 Contracting, Inc.
97 Pinkerton Road
Bonners Ferry, Idaho 83805

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

North American Specialty Insurance Company
1450 American Lane, Suite 1100
Schaumburg, IL 60173

OWNER (Name and Address):

City of Sandpoint
1123 Lake St.
Sandpoint, ID 83864

BID

Bid Due Date: October 15, 2020

Description (Project Name and Include Location):

War Memorial Field Improvements Phase IIA, Spring Facilities, Sandpoint, Idaho

BOND

Bond Number: Bid Bond

Date (Not earlier than Bid due date): October 15, 2020

Penal sum Five Percent of Amount Bid

\$ 5%

(Written in Words)

(Figures)

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

BIDDER

J7 Contracting, Inc.

Bidder's Name and Corporate Seal

By:

[Signature]
Signature

Wayne Jessor
Print Name

Manager
Title

Attest:

[Signature]
Signature

Controller
Title

SURETY

(Seal) North American Specialty Insurance Company (Seal)

Surety's Name and Corporate Seal

By:

[Signature]
Signature (Attach Power of Attorney)

Melissa Wolf
Print Name

Attorney-In-Fact
Title

Attest:

[Signature]
Signature James E. Majeskey II

Agent
Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint ventures, if necessary.

PENAL SUM FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from 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 of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SWISS RE CORPORATE SOLUTIONS

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 Kansas City, Missouri, 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 Kansas City, Missouri, each does hereby make, constitute and appoint: Melissa Wolf

Principal: J7 Contracting, Inc. Bond Number: Bid Bond
Obligee: City of Sandpoint Bond Amount: See Bond Form
Bond Description: War Memorial Field Phase IIA - Spring Facilities

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



By [Signature]
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 1st day of February, 2019.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 1st day of February, 2019, 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.



[Signature]
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 15th day of October, 2020.

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

Naming of Subcontractors 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 the plumbing, heating and air-conditioning work, and electrical work under the general Contract. Failure to name Subcontractors as required shall render any Bid submitted by the Bidder unresponsive and void.

<u>Subcontractor Name and Address</u>	<u>Classification</u>	<u>License Number</u>
_____	<u>Plumbing Contractor</u>	_____

_____	<u>Heating and Air- Conditioning Contractor</u>	_____

Colvico	<u>Electrical Contractor</u>	<u>PWC-C-11036</u>

NorthWest Fence Co.	<u>Fencing</u>	<u>023409</u>

RESOLUTION GRANTING SIGNING AND AUTHORIZATION TO CONDUCT BUSINESS

WHEREAS, the corporation desires to grant signing and authority to certain person(s) described hereunder.

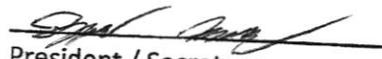
Resolved, that the Board of Directors is hereby authorized and approved to grant signing and authority to conduct business to the following person.

Samuel Wayne Jessop.

The foregoing signing and authority granted shall include, but shall not be limited to, the execution of Deeds, power of attorney, transfers, banking, assignments, contracts, obligations, certificates, and other instruments of whatever nature entered into by this Corporation.

The undersigned hereby certifies that he/she is duly elected and qualified Secretary and the custodian of the books and records and seal of **J7 Contracting, Inc.**, a corporation duly formed pursuant to the laws of the state of Idaho and that the foregoing is a true record accordance with the state law and the bylaws of the above-named Corporation on August 19th, 2020, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as secretary and have hereunto affixed the corporate seal of the above-named Corporation this Wednesday , August 19th 2020.

 Signed
President / Secretary

Jared Jessop
J7 Contracting
97 Pinkerton RD.
Bonnors Ferry, Idaho



State of Idaho

Office of the Secretary of State

CERTIFICATE OF EXISTENCE

OF

J7 CONTRACTING, INC.

File Number C-214079

I, LAWRENCE DENNEY, Secretary of State of the State of Idaho, hereby certify that I am the custodian of the corporation records of this State.

I FURTHER CERTIFY That the records of this office show that the above-named corporation was incorporated under the laws of Idaho on 6/17/2017.

I FURTHER CERTIFY That the corporation is in goodstanding on the records of this office.

Dated: 8/28/2017 3:17 PM



SECRETARY OF STATE



October 15, 2020

RE: BID No. 20-5300-3 – WAR MEMORIAL FIELD IMPROVEMENTS, PHASE IIA: Spring Facilities
NOTICE OF INTENT TO AWARD

EMAIL TO: Distribution below

On behalf of the City of Sandpoint, I wish to thank you for your time and effort in submitting a bid for the City's War Memorial Field Improvements Phase IIA: Spring Facilities Project.

The City of Sandpoint intends to award a contract for the above identified project to J7 Contracting, Inc., who has been declared the low responsive, responsible bidder.

City Council is scheduled to consider this bid award at the regularly scheduled meeting on Wednesday, October 21, 2020.

The transmittal of this letter constitutes only notice of the City of Sandpoint's intent to award, and does not constitute notice to proceed or a contract. No work can proceed unless City Council approval is granted, all pertinent contract documents are fully executed by all parties, and a Letter of Award and Notice to Proceed are issued. You are advised that work prior to such actions is unauthorized, and the City of Sandpoint will assume neither responsibility nor payment associated with such work, the work site, or any event arising there from.

Sincerely,
Cheryl Hughes

Cheryl Hughes
Contract Procurement Officer

DISTRIBUTION:

Firm

J7 Contracting, Inc.
Earthworks Northwest, Inc.
LaRiviere, Inc.
Cameron Reilly, LLC
National Native American Construction, Inc.
CoyotePak Construction

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No: 20-
Date: October 21, 2020

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: WAR MEMORIAL FIELD IMPROVEMENTS PHASE IIA - SPRING FACILITIES CONSTRUCTION BID AWARD

WHEREAS: In an effort to ensure that certain elements are completed for spring sports while U.S. Army Corps of Engineers permitting for boat launch improvements is in process, Phase II of the War Memorial Field Improvements Project has been divided into two bid packages, with Phase IIA consisting of the remaining features necessary to accommodate spring sports – namely baseball dugouts, concrete surfacing around the backstops, and security fencing;

WHEREAS: Phase IIB will consist of an improved and expanded parking lot and related improvements, such as stormwater, lighting and landscaping, along with boat launch improvements, to include an accessible pathway, restroom, boat wash station, launch ramp, ADA accessible kayak launch, new float piling, and log booms to separate motorized and non-motorized users, with advertising for Phase IIB bids planned once the U.S. Army Corps of Engineers permit is obtained (anticipated in early 2021) and substantial completion anticipated prior to Memorial Day 2021;

WHEREAS: Phase IIA - Spring Facilities was advertised for bids On September 29, 2020, followed by two addenda, with the procurement solicitation completed in accordance with the competitive sealed bid process per Idaho Code § 67-2805(2); and

WHEREAS: Six (6) bids were received on or before the bid deadline of October 15, 2020, with J7 Contracting, Inc., determined to be the lowest, responsible and responsive bidder, submitting a base bid of \$393,858.00.

NOW, THEREFORE, BE IT RESOLVED THAT: The War Memorial Field Improvements Phase IIA - Spring Facilities Construction Contract (City Agreement #A20-5300-2) is hereby awarded to J7 Contracting, Inc., in the total amount of \$393,858.00 for the base bid.

BE IT FURTHER RESOLVED THAT: On behalf of the City, the Mayor or authorized designee, as provided for in the Procurement Process and Signature Authority Policy for Goods, Services, and Construction, and further outlined in the City of Sandpoint Procurement Policy, is authorized to sign the above-referenced Agreement, which will stipulate that Phase IIA construction is to be substantially complete by December 21, 2020, with final completion no later than January 8, 2021.

Shelby Rognstad, Mayor

ATTEST:

Melissa Ward, City Clerk