

Public Works / Finance Committee



Regular Meeting ~Agenda~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday, April 22, 2019

3:00 PM

**Council Chambers
206 E. Third St.**

REGULAR AGENDA

1. Approval of Public Works / Finance Committee April 8, 2019 Minutes (ACTION ITEM) - Caylee Birge

Minutes presented for approval.

PROPOSED ACTIONS: Approve minutes, amend minutes, or provide staff further direction.

2. 2019 Pavement Management Program: Slurry Seal Bid Award (ACTION ITEM) - Steve Schulte / Scott Bontrager

The planned Pavement Management Program for FY2019 includes a Slurry Seal road treatment to address multiple locations throughout the City. A Slurry Seal is the application of a thin mixture of water, asphalt emulsion, aggregate (very small crushed rock), and additives to an existing asphalt surface. Slurry Seals are primarily applied on residential and collector streets with low to moderate distress to help preserve and protect the surface and underlying pavement structure. The City published an advertisement for bids on March 30, 2019 for the 2019 Slurry Seal road treatment project. The base bid for the project includes 149,500 square yards of Type II Slurry Seal. The Engineer's estimate for the project was \$284,050. Bids were opened on Tuesday, April 16, 2019. Two responsive bids were received, ranging from \$252,655 to \$361,192. Of those, the low bid was submitted by Blackline, Inc. of Vancouver, WA in the amount of \$252,655. A bid tabulation is attached.

PROPOSED ACTIONS: Recommend acceptance of the responsive low bid from Blackline, Inc., award the contract in the amount of \$252,655.00, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount, or provide staff further direction.

3. 2019 Pavement Management Program: Asphalt Rubber Chip Seal Bid Award (ACTION ITEM) - Steve Schulte / Scott Bontrager

The planned Pavement Management Program for FY2019 includes an Asphalt Rubber Chip Seal road treatment to address multiple locations throughout the City. An AR Chip Seal is a proven method of road preservation, which uses recycled tire crumb in the asphalt binder to make chip seals more effective and longer lasting on heavily cracked and deteriorated streets. AR Chip Seals are primarily applied on residential and collector streets with heavy cracking and moderate distress to help preserve and protect the surface and underlying pavement structure. The City published an advertisement for bids on March 30, 2019 for the 2019 Asphalt Rubber Chip Seal road treatment project. The base bid for the project includes 43,900 square yards of

Type II Asphalt Rubber Chip Seal. The Engineer's estimate for the project was \$460,950. Bids were opened on Tuesday, April 16, 2019. One responsive bid was received by Intermountain Slurry Seal of Salt Lake City in the amount of \$380,569.10. A bid tabulation is attached.

PROPOSED ACTIONS: Recommend acceptance of the low responsive bid from Intermountain Slurry Seal, award the contract in the amount of \$380,569.10, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount, or provide staff further direction.

4. Fire Station #2 Re-Roof Bid Results (ACTION ITEM) - David Schott

The City published an advertisement for bids on March 16 and March 23 for the Fire Station #2 re-roof project. The work consists of all labor, materials, equipment and services necessary to install a new sealed seam metal, Garland R-Mer Lite, roof system over the existing built-up roof. The R Mer Lite roofing system is a robust metal roof with a 30 year warranty and similar roofs have been installed on the 1912 Center, Intermodal Transit Center, many of the University of Idaho buildings, and many of the Moscow School District buildings. Bids for the Fire Station #2 Re-Roof Project were opened on April 4, 2019. Three (3) responsive bid proposals were received with bids ranging from \$62,050 to \$77,236. The Parks and Recreation Department is requesting authorization to retain Renegade NW, Inc. for the Fire Station #2 Re-Roof Project in the amount of \$62,050 with a five percent contingency of \$3,102.50 for a total amount not to exceed \$65,152.50. Staff is also requesting authorization to overrun Capital Projects: Buildings – Public Safety, line item 350-310-20-770-72 in the amount of \$3,720.20 to cover total project expenses.

PROPOSED ACTIONS: Recommend Council authorization to accept the low bid from Renegade NW, Inc. for the Fire Station #2 Re-Roof Project in the amount of \$62,050 with a five percent contingency of \$3,102.50 for a total amount not to exceed \$65,152.50 and authorize an overrun in Capital Projects: Buildings – Public Safety, line item 350-310-20-770-72 in the amount of \$3,720.20 to cover total project expenses, or provide staff further direction.

5. 2018 Water and Sewer Rate Study Contract (ACTION ITEM) - Gary J. Riedner

The Water and Sewer Departments conduct a rate study every five to six years in order to determine the utility rates that are necessary to meet the financial needs of the respective utilities. The attached agreement for professional services for water and sewer cost of services rate and connection fee study will review the revenue requirements of each utility on a stand-alone basis to evaluate the sufficiency of each utility's existing rates and fees. The resulting plan will serve to establish a blueprint for achieving revenue stability, sufficiency and equitable cost-based utility rates. FCS Group of Redmond Washington is proposed as the consultant to conduct the water and sewer cost of services rate and connection fee study. FCS Group also conducted the 2013 Sanitation, Water and Wastewater Rate Study, which has been the basis for utility rates since that time. Funding for the water and sewer cost of services rate and connection fee study was appropriated in the FY2019 budget, Water Fund line (\$50,000) and Sewer Fund line 230-230-60-642-10 (\$50,000).

PROPOSED ACTIONS: Recommend approval of the Agreement for professional services for water and sewer cost of services rate and connection fee study with FCS Group in the amount of \$97,815 or provide staff further direction.

REPORTS

- 1. C & Main Public Art Budget Recommendation - Megan Cherry**
- 2. 6th Street Pedestrian Improvements (LHSIP) Bid Results Report - Scott Bontrager**

ADJOURN

NOTICE: Moscow City Council and committee meetings are televised, videotaped and/or recorded. Individuals attending the meeting who require special assistance to accommodate physical, hearing, or other impairments, please contact the City Clerk, at (208) 883-7015 or TDD 883-7019, as soon as possible so that arrangements may be made.

Public Works / Finance Committee



Regular Meeting ~Minutes~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday, April 8, 2019

3:00 PM

**Council Chambers
206 E. Third St.**

REGULAR AGENDA

The meeting was called to order at 3:00 p.m.

PRESENT: Art Bettge, Jim Boland, Brandy Sullivan

ABSENT: Anne Zabala

STAFF: Mia Vowels, Leah Carlson, Mike Ray, Jen Pfiffner, Bob Buvel, Caylee Birge

1. Approval of Public Works / Finance Committee March 25, 2019 Minutes (ACTION ITEM) - Caylee Birge

Minutes presented for approval.

PROPOSED ACTIONS: Approve minutes, amend minutes, or provide staff further direction.
The minutes were approved as presented.

2. Disbursement Report March 2019 (ACTION ITEM) - Sarah Banks

Staff will present the Accounts Payable Report for the month ending March, 2019.

ACTION: Sign the Disbursements Report for the month of March, 2019.

Banks presented the accounts payable report which included the purchase of two new vehicles. Vehicles are kept on average of seven (7) years, however that can be flexible depending on the vehicles condition. The Committee recommended approval and that it be placed on the Council consent agenda.

3. Second Quarter Financial Report January 1, 2019 to March 31, 2019 for FY2019 (ACTION ITEM) - Sarah Banks

Staff will present the financial report for the second quarter of Fiscal Year 2019 (January 1, 2019 to March 31, 2019).

PROPOSED ACTIONS: Approve the FY2019 Second Quarter Report, or provide staff further direction.

Bank presented the second quarter financial report. The Committee recommended approval and that it be placed on the Council consent agenda.

4. Public Meeting: Proposed Lot Division at 860 N Lincoln Street (ACTION ITEM) - Leah Carlson

The applicant, David Reed, is requesting two lot divisions for an 11,380 sf lot located at 860 N. Lincoln Street. The applicant is requesting the lot divisions in order to create three townhouse

lots of approximately 5,120 sf, 2,591 sf, and 3,669 sf in size from the original parcel. The subject property is located within the Medium Density Residential Zoning District (R-3). Within the R-3 Zoning District, townhouse lots require a minimum lot area of 2,000 square feet and a minimum lot width of twenty feet (20'). All proposed lot areas and lot widths meet these requirements. Per Moscow City Code, property owners within 600 feet of the property have been notified of the proposed division and a sign was posted seven (7) days prior to the public meeting date.

PROPOSED ACTIONS: Take public comment if applicable and recommend approval of the lot division requests with no conditions; or recommend approval of the lot division requests with conditions; or recommend denial of the lot division requests; or provide staff further direction

Carlson introduced the item as written above.

John Wheaten 901 Vandal Drive, Moscow ID. The current lot is zoned for duplexes and rentals and is too crowded for more development. There will not be enough parking for the proposed adjustment and subsequent housing. There area is too high density with too much traffic as it is. Opposed to lot line adjustment

Sheryl Wheaten 901 Vandal Drive, Moscow ID. Vandal Drive is not paved nor is Lincoln. New surfacing was started to improve roadway but It was not kept up. If we add townhouses and more cars there will too much traffic for the undeveloped road.

The lots surrounding the lot in question are mostly residential. There will be a 2 car parking requirement for each townhouse. The developer will be required to put in a curb sidewalk and they will be required to do street frontage improvements. The city will hold a fee for each lot to pave the street at a later date. The paving would include both Vandal Drive and Lincoln Street. However an (LID) will have to vote to have the road paved.

Scott Becker with Hodges Associates 405 S Washington. The builder is trying to lower density of town and they will be built to current city standards. The western side of the property can accommodate a gravel lot for more parking.

The Committee recommended approval and that it be placed on the regular Council agenda.

5. Flood Hazard Area Ordinance (ACTION ITEM) - Mike Ray

In the fall of 2018, the Community Development Department was contacted by the Federal Emergency Management Agency (FEMA) which indicated that the National Flood Insurance Program (NFIP), in which the City participates in, has recently updated their requirements. Staff conducted a review of Moscow's Flood Hazard Area ordinance and determined it was compliant, but there are a few areas that require attention and should be revised. Staff worked with FEMA to update the Flood Hazard Area ordinance to be compliant with current NFIP requirements. The Planning and Zoning Commission conducted a public hearing for the proposed ordinance on March 13, 2019 and recommended approval of the ordinance as presented to City Council. The proposed ordinance has been scheduled for a public hearing before City Council at the Council's upcoming April 15, 2019 meeting.

PROPOSED ACTIONS: Recommend forwarding the proposed ordinance for public hearing at the Council's upcoming April 15, 2019 meeting; or provide staff further direction.

Ray introduced the item as written above. The proposed would be updates to chapter 5, flood hazard areas, of the zoning code. The last update was in 2015 to the flood plain ordinances. Federal Emergency Management Agency (FEMA) recently updated their model for minimum requirements and conducted a review of Moscow's ordinance. It was determined Moscow was compliant, but there were a few areas that needed revised. We have revised our ordinances for consistency, mostly definitions and small language updates. The Committee recommended approval and that it be placed on the regular Council agenda.

6. A Street and Almon Street ROW Purchase Agreement (ACTION ITEM) - Bob Buvel

Noel Blum has purchased and is developing The Dumas Seed Site on the SW corner of "A" Street and Almon Street. To improve "A" Street traffic flow, the City of Moscow would like to add an eastbound left turn lane to that intersection. The existing "A" Street right-of-way width is not adequate to accommodate the left turn lane, but Mr. Blum has agreed to sell a 307 square foot parcel to the City for this purpose.

Staff is seeking Council's approval to execute a purchase and sale agreement with Noel Blum in the amount of One Thousand Eight Hundred Forty-Two Dollars (\$1,842) to acquire the right-of-way necessary to construct this turn lane. The attached purchase and sale agreement has been approved by the City Attorney.

PROPOSED ACTIONS: Recommend approval to execute a purchase and sale agreement with Noel Blum in the amount of \$1,842 for the purpose of constructing a left turn lane for eastbound traffic at the intersection of A Street and Almon, and forward to full Council with recommendation to authorize the Mayor to sign the agreement, or provide staff further direction.

Buvel introduced the item as written above. We will also put curb lines and sidewalks in as well. The proposed purchase and project will be completed with the current project. The Committee recommended approval and that it be placed on the Council consent agenda.

ADJOURN

The meeting was closed at 3:38 p.m.

COMMITTEE STAFF REPORT

DATE: Monday, April 22, 2019



RESPONSIBLE STAFF

Steve Schulte, Scott Bontrager, Assistant City Engineer

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

2019 Pavement Management Program: Slurry Seal Bid Award (ACTION ITEM) - Steve Schulte / Scott Bontrager

DESCRIPTION

The planned Pavement Management Program for FY2019 includes a Slurry Seal road treatment to address multiple locations throughout the City. A Slurry Seal is the application of a thin mixture of water, asphalt emulsion, aggregate (very small crushed rock), and additives to an existing asphalt surface. Slurry Seals are primarily applied on residential and collector streets with low to moderate distress to help preserve and protect the surface and underlying pavement structure. The City published an advertisement for bids on March 30, 2019 for the 2019 Slurry Seal road treatment project. The base bid for the project includes 149,500 square yards of Type II Slurry Seal. The Engineer's estimate for the project was \$284,050.

Bids were opened on Tuesday, April 16, 2019. Two responsive bids were received, ranging from \$252,655 to \$361,192. Of those, the low bid was submitted by Blackline, Inc. of Vancouver, WA in the amount of \$252,655. A bid tabulation is attached.

STAFF RECOMMENDATION

Recommend acceptance of the responsive low bid from Blackline, Inc., award the contract in the amount of \$252,655.00, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend acceptance of the responsive low bid from Blackline, Inc., award the contract in the amount of \$252,655.00, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount, or provide staff further direction.

FISCAL IMPACT

Funding for the project will be provided from the Capital Projects - Pavement Management Program (350.150.40.770.80)

PERSONNEL IMPACT

ATTACHMENTS

1. 2019 Slurry Seal Locations
2. Slurry Seal - 2019 Bid Tabulation

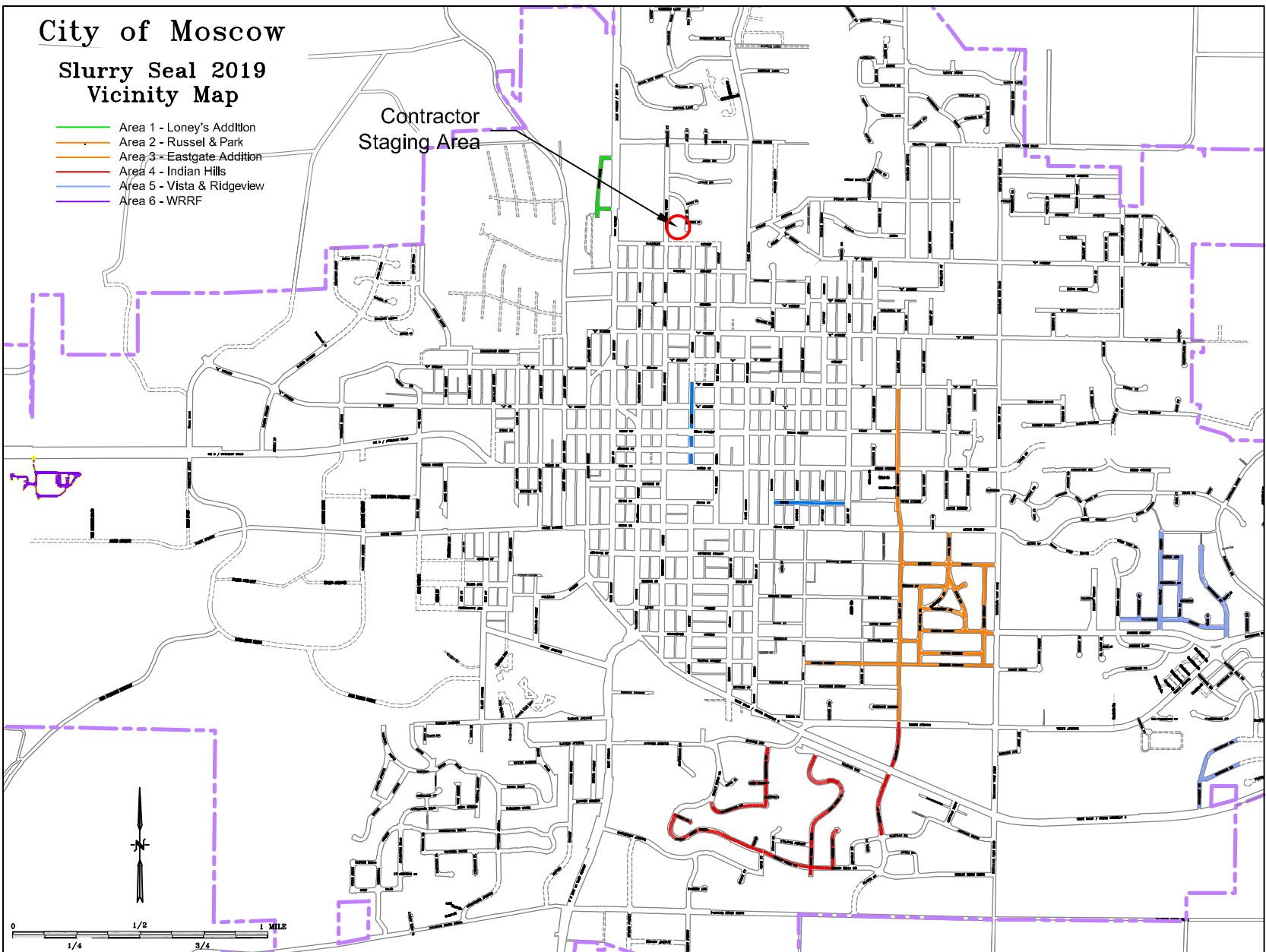
3. ConstructionAgreement-BlacklineInc;SlurrySeal(2019)(pm1)clean

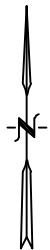
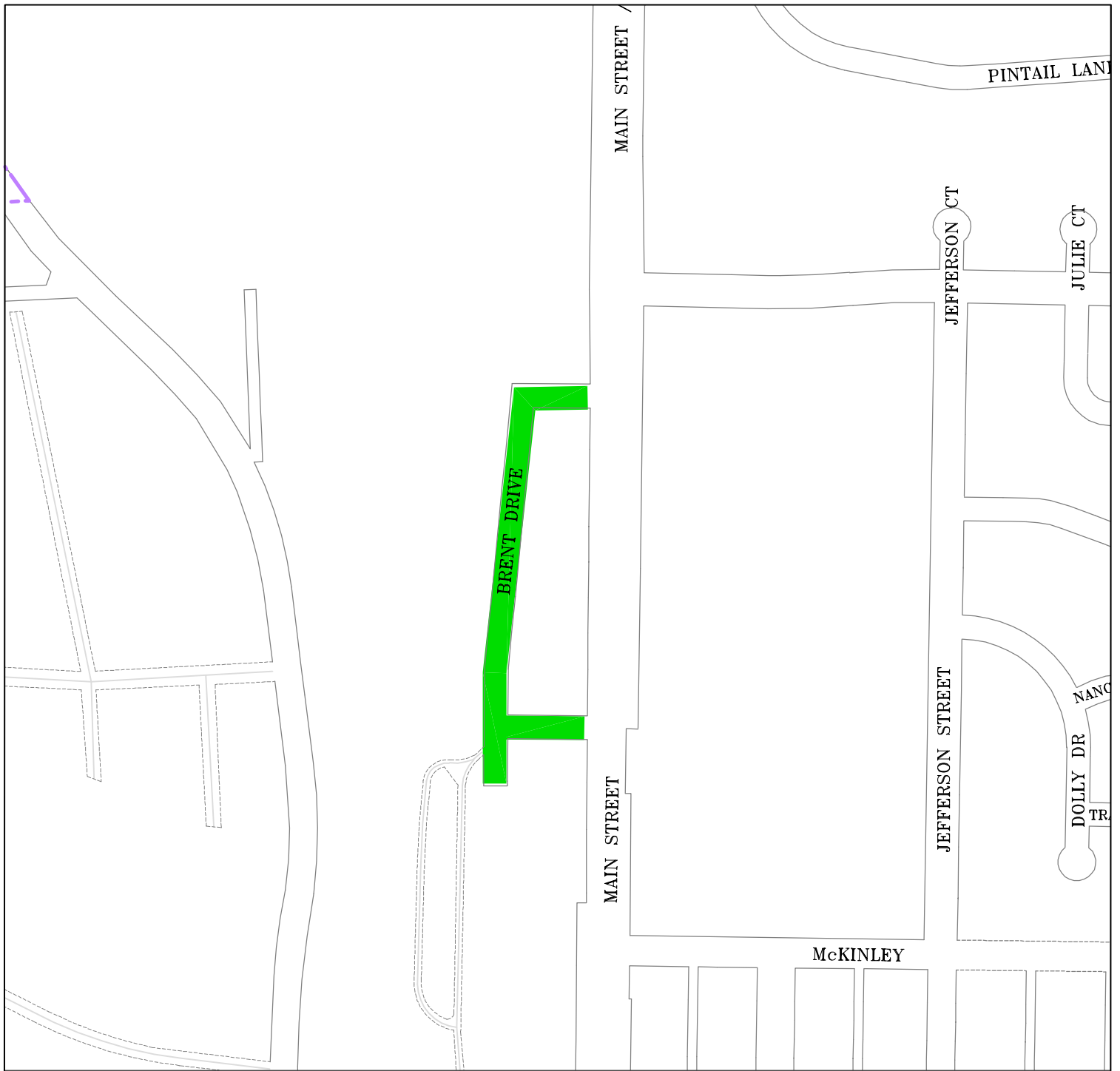
City of Moscow

Slurry Seal 2019 Vicinity Map

- Area 1 - Loney's Addition
- Area 2 - Russel & Park
- Area 3 - Eastgate Addition
- Area 4 - Indian Hills
- Area 5 - Vista & Ridgeview
- Area 6 - WRRF

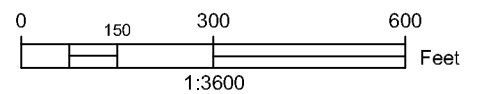
Contractor
Staging Area





City of Moscow Slurry Seal 2019

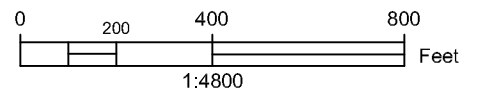
Area 1 - Loney's Addition





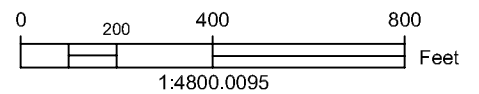
City of Moscow Slurry Seal 2019

Area 2 - Russel & Park

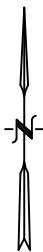
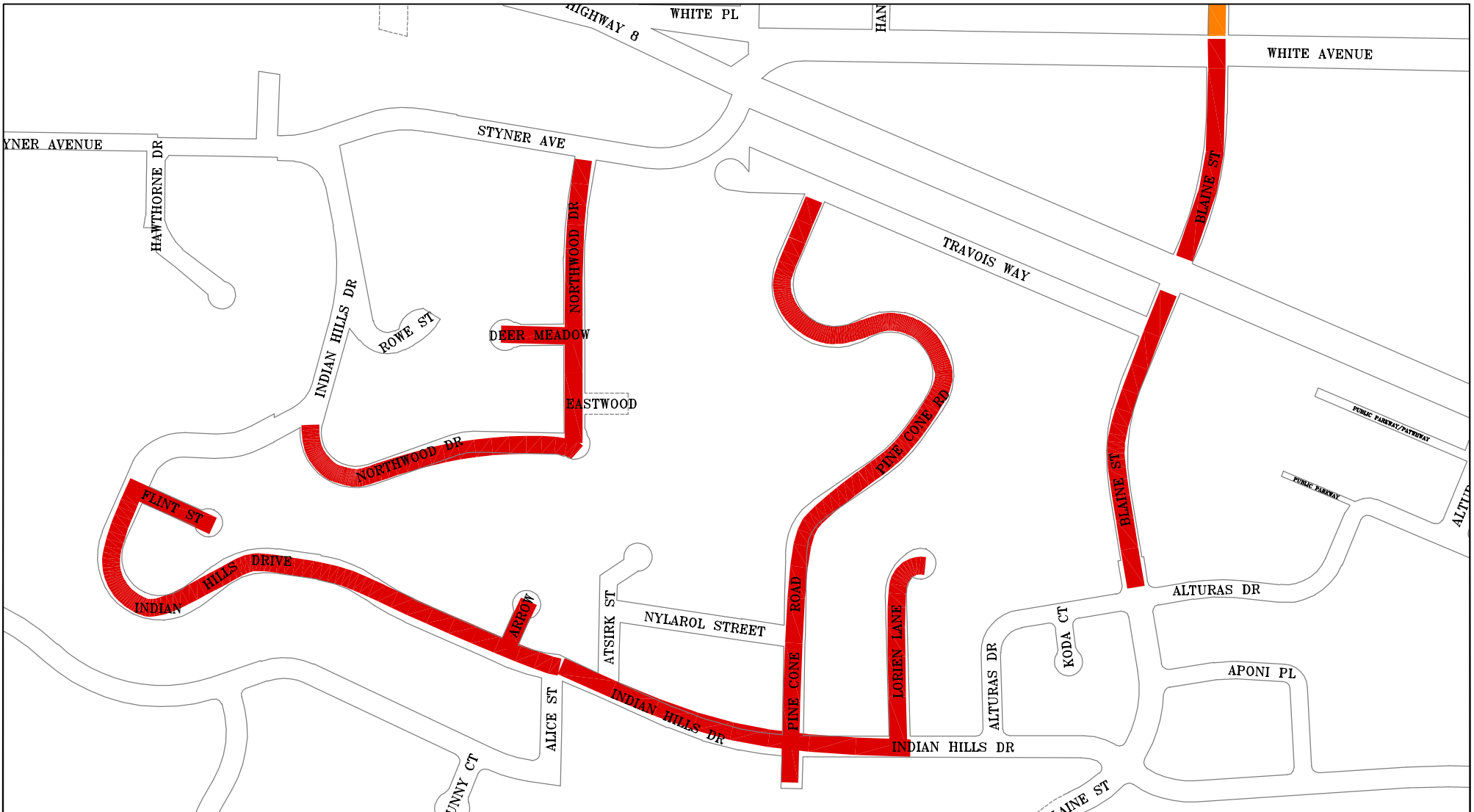




City of Moscow Slurry Seal 2019

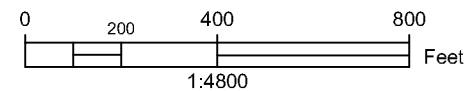


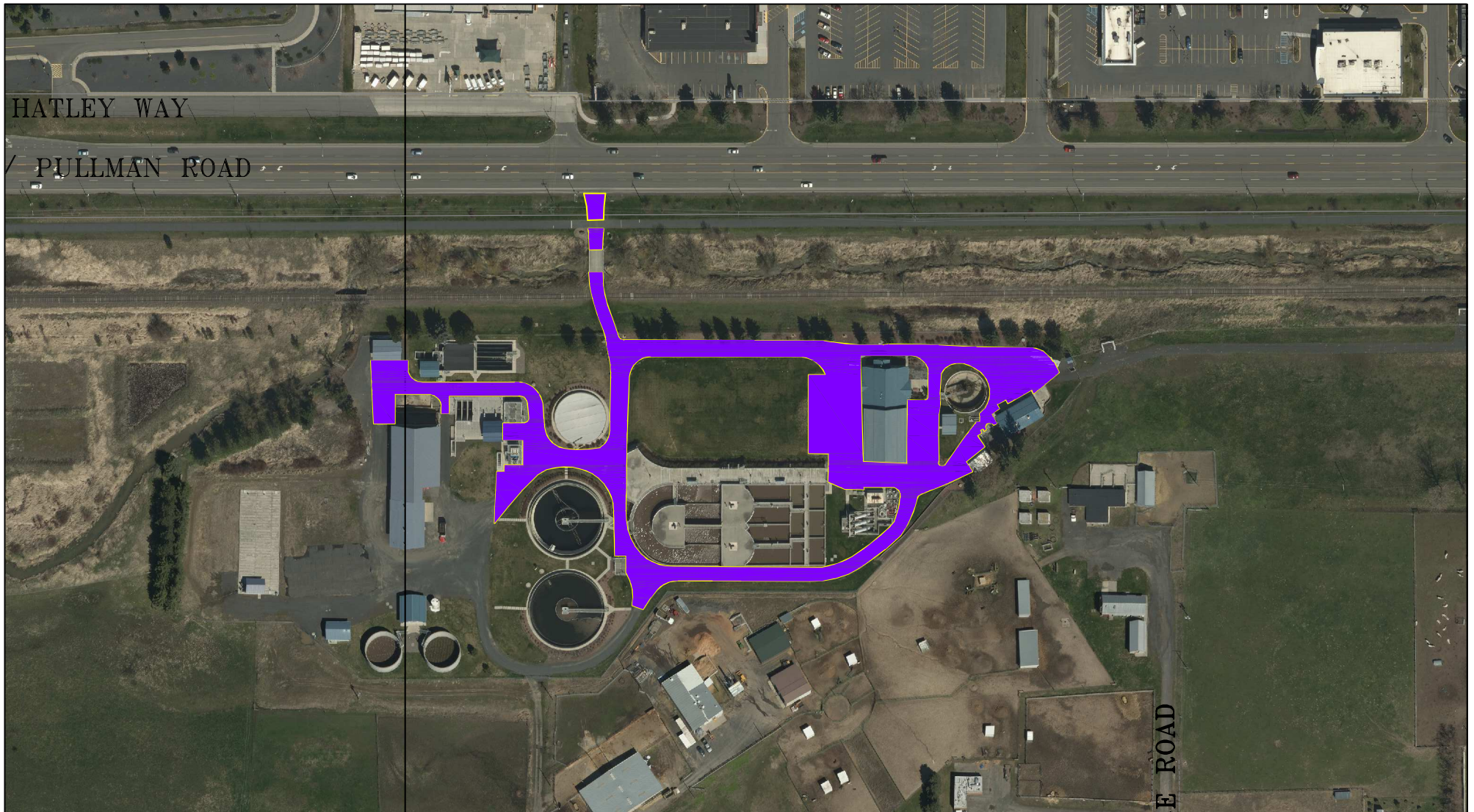
Area 3 - Eastgate Addition



City of Moscow Slurry Seal 2019

Area 4 - Indian Hills





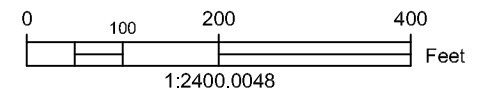
HATLEY WAY
/ PULLMAN ROAD

E ROAD



City of Moscow Slurry Seal 2019

Area 6 - WRRF



SLURRY SEAL - 2019
PROJECT BID SUMMARY

City of Moscow Project 101-019
BIDS OPENED: 4-16-2019 @ 2:05 PM

Contractor	Quantity	Unit	Average Unit Price	Bid Amount
Blackline, Inc.	149,500	SY	\$1.69	\$252,655.00
Intermountain Slurry Seal	149,500	SY	\$2.416	\$361,192.00
Engineer's Estimate	149,500	SY	\$1.90	\$284,050.00

**CONSTRUCTION AGREEMENT
FOR SLURRY SEAL - 2019
BETWEEN CITY OF MOSCOW, IDAHO
AND BLACKLINE, INC.**

THIS CONSTRUCTION AGREEMENT FOR SLURRY SEAL - 2019 BETWEEN CITY OF MOSCOW, IDAHO AND BLACKLINE, INC. (hereinafter "Agreement"), dated this ____ day of _____, 2019, by and between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and Blackline, Inc., 13023 NE Hwy 99 #7 PMB 196, Vancouver, Washington, 98686 (hereinafter "CONTRACTOR");

WITNESSETH:

WHEREAS, pursuant to the invitation of CITY, extended through a "Solicitation for Bids", CONTRACTOR submitted a proposal containing an offer invited by said solicitation; and

WHEREAS, CITY has determined that said offer was the lowest responsive bid; and

WHEREAS, CITY has accepted CONTRACTOR's bid;

NOW THEREFORE, the Parties to this Agreement, in consideration of the mutual covenants and stipulations set out, agree as follows:

**ARTICLE 1.
CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire Agreement between CITY and CONTRACTOR concerning the work to be performed, are this Agreement, pages one (1) through six (6), and the following:

1. Advertisement for Bids;
2. Project Specifications titled: Slurry Seal – 2019
City of Moscow Project No. 101-019
3. Bid/Proposal of CONTRACTOR, dated April 16, 2019, attached to this Agreement;
4. The Engineering Plans;
5. Performance and Payment Bonds, and Insurance Certificates, physically attached to this Agreement;
6. No Addendum issued prior to opening of bids;
7. Change Orders which may be delivered or issued after the effective date of this Agreement.

There are no Contract Documents other than those listed in Article 1. This Agreement may only be amended by change order as provided in the Project Specifications.

ARTICLE 2. WORK

CONTRACTOR shall complete the entire work as specified, indicated, and required under the Contract Documents contained herein under Article 1., for CITY project (hereinafter "Project") titled:

"Slurry Seal - 2019"

ARTICLE 3. CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall start no earlier than June 10, 2019 and shall be substantially completed by August 16, 2019. The work shall be completed within Thirty (30) calendar days from the commencement of work, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents. CONTRACTOR shall begin work in conformance with the Contract Documents and shall complete the work prior to the date of completion.

ARTICLE 4. CONTRACT SUM

CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds in the amount of Two Hundred Fifty Two Thousand Six Hundred Fifty Five Dollars (\$252,655) for Base Bid, as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR's bid amount of Two Hundred Fifty Two Thousand Six Hundred Fifty Five Dollars (\$252,655) unless otherwise authorized by CITY. Any such increase in work shall be compensated in accordance with unit pricing terms specified in bid documents. Said Contract Sum shall be paid in accordance with the Contract Documents.

ARTICLE 5. INDEPENDENT CONTRACTOR

The Parties warrant by their signature that no employer-employee relationship is established between CONTRACTOR and CITY by the terms of this Agreement. It is understood by the Parties hereto that CONTRACTOR is an independent contractor and, as such, neither CONTRACTOR nor CONTRACTOR's employees, agents, representatives or subcontractors, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.

ARTICLE 6. SCOPE OF SERVICES

CONTRACTOR shall perform all services required by the Contract Documents. All work shall be completed in accordance with the specifications and plans established for this Project.

ARTICLE 7.
HOLD HARMLESS/INDEMNIFICATION

In addition to other rights granted CITY by the Contract Documents, CONTRACTOR agrees to indemnify, defend, and hold harmless CITY, its officers, agents, employees, and engineers, from and against any and all losses, lawsuits, actions, claims, judgements for damages, or any injuries or damages received or sustained by any person, persons, or property and losses, and expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with the acts and/or any performances, activities, errors or omissions by CONTRACTOR, CONTRACTOR's servants, agents, officers, employees, representatives, guests, business invitees or its subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising out of or recovered under the Workmen's Compensation Act or any other law, ordinance, order, or decree.

ARTICLE 8.
CONFLICT OF INTEREST

CONTRACTOR covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the Project which would conflict in any manner or degree with the performance of CONTRACTOR's services hereunder. CONTRACTOR further covenants that, in performing this Agreement, CONTRACTOR will employ no person who has any such interest. Should any conflict of interest arise during the performance of this Agreement, CONTRACTOR shall immediately disclose such conflict to the Project Engineer/Engineer and CITY.

ARTICLE 9.
ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

This Agreement and the exhibits hereto contain the entire Agreement between the Parties, and no statements, promises, or inducements made by either Party, or agents of either Party are valid or binding unless contained herein. This Agreement may not be enlarged, modified or altered except upon written agreement signed by the Parties hereto. CONTRACTOR may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder, other than as provided within the Contract Documents, without the prior written consent and express authorization of CITY.

ARTICLE 10.
LICENSES AND ADHERENCE TO LAW REQUIRED

CONTRACTOR represents that he possesses the skill and experience necessary and all licenses required to perform the services under this Agreement. CONTRACTOR further agrees to comply with all applicable Federal, State and Local Statutes and Regulations in the performance of the services hereunder, and are hereby made a part of this Agreement and shall be adhered to at all times. Violation of any of these statutes or regulations by CONTRACTOR shall be deemed material and shall subject CONTRACTOR to termination of this Agreement for cause. No pleas of misunderstanding or ignorance on the part of CONTRACTOR will in any way serve to modify the provisions of this requirement. CONTRACTOR and its surety shall indemnify, defend and

hold harmless CITY and its employees, agents, engineers and representatives, against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by CONTRACTOR, CONTRACTOR's employees, or its subcontractors.

ARTICLE 11. EMPLOYMENT DISCRIMINATION

It is illegal under the U.S. Federal law to discriminate against an employee, either intentionally or through disparate impact, on account of race, color, gender, religion, sex (including pregnancy), national origin, physical or mental disability, age, marital or familial status, sexual orientation, and gender expression or identity. CONTRACTOR shall not discriminate against any employee or applicant for employment. CONTRACTOR's action under this Section shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and other applicants for employment, notices setting forth the provisions of this non-discrimination Section.

ARTICLE 12. LEGAL FEES

In the event either Party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing Party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without a lawsuit.

ARTICLE 13. JURISDICTION, VENUE AND NONWAIVER

It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah. Failure of CITY to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

ARTICLE 14. SPECIAL WARRANTY

CONTRACTOR warrants that nothing of monetary value has been given, promised, or implied as remuneration or inducement to enter into the Agreement. CONTRACTOR declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this Agreement. Any such activity by CONTRACTOR shall make this Agreement null and void. CONTRACTOR further warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.

**ARTICLE 15.
COMMUNICATIONS**

Such communications as are required by this Agreement shall be satisfied by mailing or by personal delivery to the Parties at the following addresses:

Contractor:

Blackline, Inc.
13023 NE Hwy 99 #7 PMB 196
Vancouver, Washington 98686

City:

City Engineer
City of Moscow
206 East Third Street
P O Box 9203
Moscow, Idaho 83843

**ARTICLE 16.
NON-APPROPRIATIONS**

This Agreement is contingent upon CITY receiving the necessary funding to cover the obligations of CITY. In the event that such funding is not received or appropriated, then, and in that event, CITY's obligations under this Agreement shall cease and each Party shall be released from further performance under this Agreement without any liability to the other Party, and CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

**ARTICLE 17.
APPROVAL REQUIRED AND SEVERABILITY**

This Agreement shall not become effective or binding until approved by the City of Moscow. If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will, nevertheless, remain in full force and effect.

**ARTICLE 18.
EXECUTION**

IN WITNESS WHEREOF, said CONTRACTOR and CITY have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR

Blackline, Inc.

CITY

City of Moscow, Idaho

By:

Bill Lambert, Mayor

Laurie M. Hopkins, City Clerk

Mia Vowels, City Attorney

On this ____ day of _____, 2019, before me, the undersigned, a Notary in and for said State, personally appeared _____ and _____ known to me to be the person(s) whose name(s) is/are subscribed to the foregoing Agreement and acknowledged to me that he/she/they executed the same in his/her/their capacity as _____ for Blackline, Inc.

Notary Public residing at: _____
My commission expires: _____

BID PROPOSAL

TO: Mayor and City Council
City of Moscow, Idaho

Date: 4.16.19

This proposal is submitted as an offer by the undersigned to enter into contract with the City of Moscow, Idaho as represented by the City Council, hereinafter referred to as the 'CITY' for SLURRY SEAL - 2019, (hereinafter "Project"), specified herein and which construction documents are on file with the City Engineer, Paul Mann Building, 221 East Second Street, Moscow, 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 CITY to the terms and prices herein submitted.

1. All Project specifications and drawings 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 in the full amount of the contract price.
5. The cash, certified check, bid bond, or cashier's check accompanying this proposal shall be forfeited to the City of Moscow, Idaho to the extent of 5% of the amount bid if the undersigned shall fail or refuse to execute the contract, furnish performance and payment bonds, and insurance certificate as required by the specifications 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 CITY shall have the right to accept or reject any bid which rejection or acceptance is deemed to be in the best interest of CITY.
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 City Engineer.

8. The undersigned, as a bidder, acknowledges that Addenda Number _____ through _____ 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-13 of the Instruction to Bidders.
10. The undersigned holds Idaho Public Works License Number 009681-B-4.
11. The undersigned proposes to use the following sub-contractors in the performance of meeting the contract requirements. Information herein must comply with Idaho Code Section 67-2310 and IB-16:

Subcontractors	Trade Specialty	Idaho Public Works License No.	\$ Amount
a.	<u>None</u>		
b.			
c.			
d.			
e.			

12. The undersigned proposes to furnish labor, materials, equipment and services of all kinds required for SLURRY SEAL - 2019 as described in the specifications, including all appurtenant work, all as required by the specifications and this proposal for the prices in accordance with the completed schedule contract prices as follows:

BID SCHEDULE

SLURRY SEAL - 2019

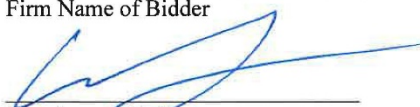
<u>Item No.</u>	<u>Description</u>	<u>Quantity & Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Asphalt Slurry Seat Coat Type II	149,500 SY	\$ <u>1.69</u>	\$ <u>252,655</u>
BID TOTAL				\$ <u>252,655</u>

Blackline, Inc.

Firm Name of Bidder

13023 NE Hwy 99, Ste #7 PMB 196 Vancouver, WA 98686

Bidders Mailing Address


Signature of Bidder

009681-B-4

Public Works License No.

President

Official Title

Washington

State of Incorporation, if Incorporated

SEAL (If Incorporated)

Dated at

Woodland, WA

This

13th day of April, 2019

SLURRY SEAL - 2019

PAGE 4 OF 107

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Blackline, Inc.
13023 NE Hwy 99 #7 PMB 196
Vancouver, WA 98686

OWNER:

(Name, legal status and address)

City of Moscow
221 East 2nd Street
Moscow, ID 83843

SURETY:

(Name, legal status and principal place of business)

Contractors Bonding and Insurance Company

9025 N. Lindbergh Drive
Peoria, IL 61615

Mailing Address for Notices

818 W. Riverside Ave., Ste. 800
Spokane, WA 99201

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

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

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

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

Slurry Seal - 2019, #101-019

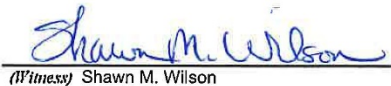
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the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

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

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

Signed and sealed this 16th day of April, 2019.


(Witness)


(Witness) Shawn M. Wilson

Blackline, Inc.

(Principal)

(Seal)

By:

(Title)

Contractors Bonding and Insurance Company

(Surety)

(Seal)

By:

(Title) Shelly Donovan

, Attorney-in-Fact

S-0054/AS 8/10

POWER OF ATTORNEY
RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Shawn M. Wilson, Nicholas W. Paget, Lauren E Richardson, Edward G. Tabish, Adam P. Griffith, Patrick McLaughlin, George C. Schroeder, Shelly Donovan, Teri Bachman, jointly or severally

in the City of Spokane, State of Washington its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 8th day of March, 2019.



RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

On this 8th day of March, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnik
Gretchen L. Johnik Notary Public



CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 16th day of April, 2019.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson
Jean M. Stephenson Corporate Secretary

467544402012

A0058817

COMMITTEE STAFF REPORT

DATE: Monday, April 22, 2019



RESPONSIBLE STAFF

Steve Schulte, Scott Bontrager, Assistant City Engineer

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

2019 Pavement Management Program: Asphalt Rubber Chip Seal Bid Award (ACTION ITEM) - Steve Schulte / Scott Bontrager

DESCRIPTION

The planned Pavement Management Program for FY2019 includes an Asphalt Rubber Chip Seal road treatment to address multiple locations throughout the City. An AR Chip Seal is a proven method of road preservation, which uses recycled tire crumb in the asphalt binder to make chip seals more effective and longer lasting on heavily cracked and deteriorated streets. AR Chip Seals are primarily applied on residential and collector streets with heavy cracking and moderate distress to help preserve and protect the surface and underlying pavement structure. The City published an advertisement for bids on March 30, 2019 for the 2019 Asphalt Rubber Chip Seal road treatment project. The base bid for the project includes 43,900 square yards of Type II Asphalt Rubber Chip Seal. The Engineer's estimate for the project was \$460,950.

Bids were opened on Tuesday, April 16, 2019. One responsive bid was received by Intermountain Slurry Seal of Salt Lake City in the amount of \$380,569.10. A bid tabulation is attached.

STAFF RECOMMENDATION

Recommend acceptance of the low responsive bid from Intermountain Slurry Seal, award the contract in the amount of \$380,569.10, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend acceptance of the low responsive bid from Intermountain Slurry Seal, award the contract in the amount of \$380,569.10, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount, or provide staff further direction.

FISCAL IMPACT

Funding for the project will be provided from the Capital Projects - Pavement Management Program (350.150.40.770.80)

PERSONNEL IMPACT

ATTACHMENTS

1. 2019 AR Chip Seal Locations
2. 2019 Asphalt Rubber Chip Seal Bid Tabulation

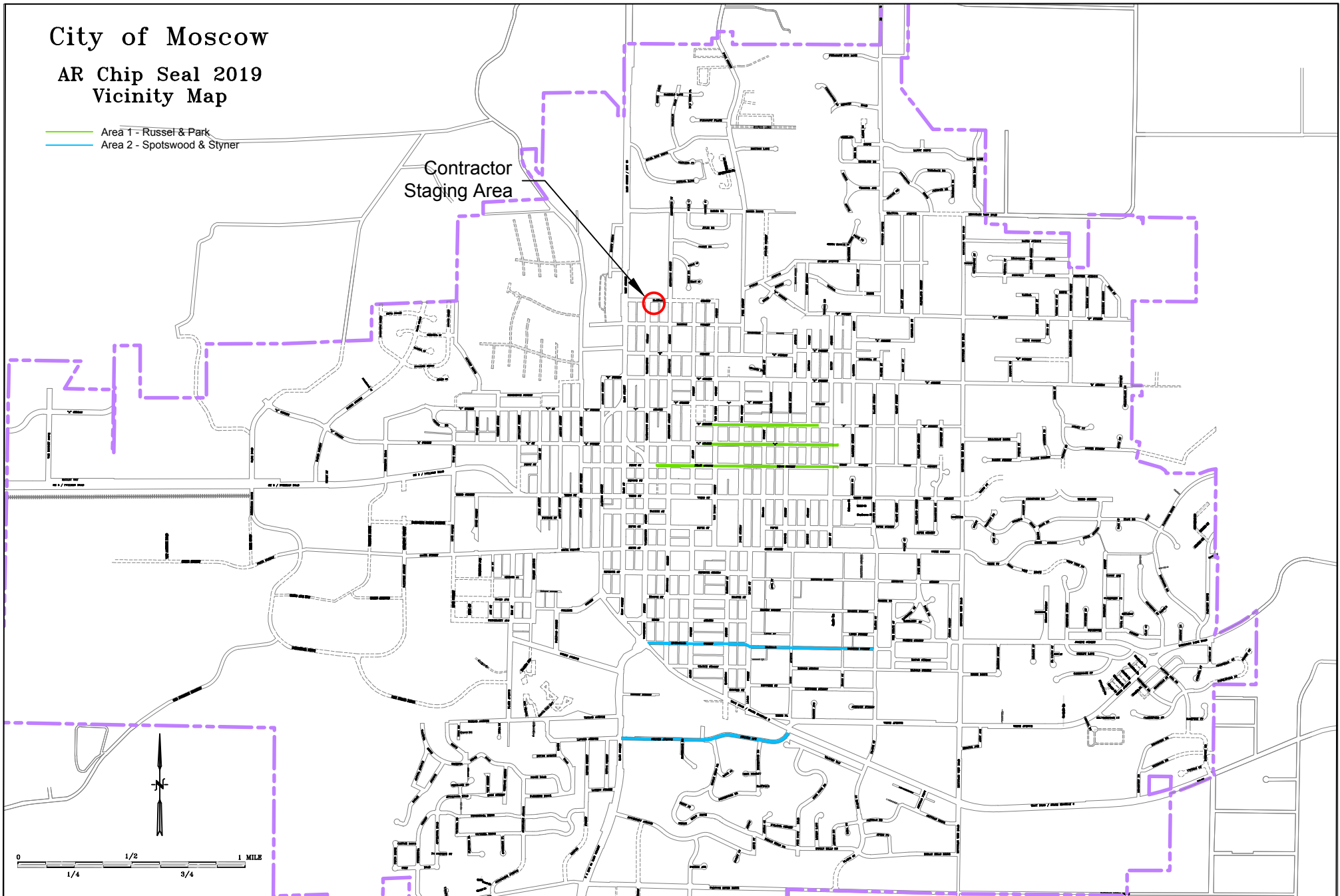
3. ConstructionAgreement-IntermountainSlurrySealInc;ARChipSeal(2019)(pm1)clean

City of Moscow

AR Chip Seal 2019 Vicinity Map

- Area 1 - Russel & Park
- Area 2 - Spotswood & Styner

Contractor
Staging Area





City of Moscow
AR Chip Seal 2019
Area 1 - Russel & Park



Asphalt Rubber Chip Seal - 2019
Bids Opened 4/16/2019

				Engineers Estimate		Bid From:	
						Intermountain Slurry Seal	
Item No.	Item Description	Qty.	Unit	Price	Total	Price	Total
1	3/8" Asphalt Rubber Chip Seal Type II	43,900	SY	\$10.00	\$439,000.00	\$8.416	\$369,462.40
2	Fog Seal	43,900	SY	\$0.50	\$21,950.00	\$0.253	\$11,106.70
				TOTAL =	\$460,950.00	TOTAL =	\$380,569.10

**CONSTRUCTION AGREEMENT
FOR ASPHALT RUBBER CHIP SEAL - 2019
BETWEEN CITY OF MOSCOW, IDAHO
AND INTERMOUNTAIN SLURRY SEAL, INC.**

THIS CONSTRUCTION AGREEMENT FOR ASPHALT RUBBER CHIP SEAL - 2019 BETWEEN CITY OF MOSCOW, IDAHO AND INTERMOUNTAIN SLURRY SEAL, INC. (hereinafter "Agreement"), dated this _____ day of _____, 2019, by and between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and Intermountain Slurry Seal, Inc., P O Box 26754, Salt Lake City, Utah, 84126 (hereinafter "CONTRACTOR");

WITNESSETH:

WHEREAS, pursuant to the invitation of CITY, extended through a "Solicitation for Bids", CONTRACTOR submitted a proposal containing an offer invited by said solicitation; and

WHEREAS, CITY has determined that said offer was the lowest responsive bid; and

WHEREAS, CITY has accepted CONTRACTOR's bid;

NOW THEREFORE, the Parties to this Agreement, in consideration of the mutual covenants and stipulations set out, agree as follows:

**ARTICLE 1.
CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire Agreement between CITY and CONTRACTOR concerning the work to be performed, are this Agreement, pages one (1) through six (6), and the following:

1. Advertisement for Bids;
2. Project Specifications titled: Asphalt Rubber Chip Seal – 2019
City of Moscow Project No. 106-019
3. Bid/Proposal of CONTRACTOR, dated April 16, 2019, attached to this Agreement;
4. The Engineering Plans;
5. Performance and Payment Bonds, and Insurance Certificates, physically attached to this Agreement;
6. No Addendum issued prior to opening of bids;
7. Change Orders which may be delivered or issued after the effective date of this Agreement.

There are no Contract Documents other than those listed in Article 1. This Agreement may only be amended by change order as provided in the Project Specifications.

ARTICLE 2. WORK

CONTRACTOR shall complete the entire work as specified, indicated, and required under the Contract Documents contained herein under Article 1., for CITY project (hereinafter "Project") titled:

"Asphalt Rubber Chip Seal - 2019"

ARTICLE 3. CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall start no earlier than June 10, 2019 and shall be substantially completed by August 16, 2019. The work shall be completed within Thirty (30) calendar days from the commencement of work, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents. CONTRACTOR shall begin work in conformance with the Contract Documents and shall complete the work prior to the date of completion.

ARTICLE 4. CONTRACT SUM

CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds in the amount of Three Hundred Eighty Thousand Five Hundred Sixty Nine and 10/100 Dollars (\$380,569.10) for Base Bid, as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR's bid amount of Three Hundred Eighty Thousand Five Hundred Sixty Nine and 10/100 Dollars (\$380,569.10) unless otherwise authorized by CITY. Any such increase in work shall be compensated in accordance with unit pricing terms specified in bid documents. Said Contract Sum shall be paid in accordance with the Contract Documents.

ARTICLE 5. INDEPENDENT CONTRACTOR

The Parties warrant by their signature that no employer-employee relationship is established between CONTRACTOR and CITY by the terms of this Agreement. It is understood by the Parties hereto that CONTRACTOR is an independent contractor and, as such, neither CONTRACTOR nor CONTRACTOR's employees, agents, representatives or subcontractors, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.

ARTICLE 6. SCOPE OF SERVICES

CONTRACTOR shall perform all services required by the Contract Documents. All work shall be completed in accordance with the specifications and plans established for this Project.

ARTICLE 7.
HOLD HARMLESS/INDEMNIFICATION

In addition to other rights granted CITY by the Contract Documents, CONTRACTOR agrees to indemnify, defend, and hold harmless CITY, its officers, agents, employees, and engineers, from and against any and all losses, lawsuits, actions, claims, judgements for damages, or any injuries or damages received or sustained by any person, persons, or property and losses, and expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with the acts and/or any performances, activities, errors or omissions by CONTRACTOR, CONTRACTOR's servants, agents, officers, employees, representatives, guests, business invitees or its subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising out of or recovered under the Workmen's Compensation Act or any other law, ordinance, order, or decree.

ARTICLE 8.
CONFLICT OF INTEREST

CONTRACTOR covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the Project which would conflict in any manner or degree with the performance of CONTRACTOR's services hereunder. CONTRACTOR further covenants that, in performing this Agreement, CONTRACTOR will employ no person who has any such interest. Should any conflict of interest arise during the performance of this Agreement, CONTRACTOR shall immediately disclose such conflict to the Project Engineer/Engineer and CITY.

ARTICLE 9.
ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

This Agreement and the exhibits hereto contain the entire Agreement between the Parties, and no statements, promises, or inducements made by either Party, or agents of either Party are valid or binding unless contained herein. This Agreement may not be enlarged, modified or altered except upon written agreement signed by the Parties hereto. CONTRACTOR may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder, other than as provided within the Contract Documents, without the prior written consent and express authorization of CITY.

ARTICLE 10.
LICENSES AND ADHERENCE TO LAW REQUIRED

CONTRACTOR represents that he possesses the skill and experience necessary and all licenses required to perform the services under this Agreement. CONTRACTOR further agrees to comply with all applicable Federal, State and Local Statutes and Regulations in the performance of the services hereunder, and are hereby made a part of this Agreement and shall be adhered to at all times. Violation of any of these statutes or regulations by CONTRACTOR shall be deemed material and shall subject CONTRACTOR to termination of this Agreement for cause. No pleas of misunderstanding or ignorance on the part of CONTRACTOR will in any way serve to modify the provisions of this requirement. CONTRACTOR and its surety shall indemnify, defend and

hold harmless CITY and its employees, agents, engineers and representatives, against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by CONTRACTOR, CONTRACTOR's employees, or its subcontractors.

ARTICLE 11. EMPLOYMENT DISCRIMINATION

It is illegal under the U.S. Federal law to discriminate against an employee, either intentionally or through disparate impact, on account of race, color, gender, religion, sex (including pregnancy), national origin, physical or mental disability, age, marital or familial status, sexual orientation, and gender expression or identity. CONTRACTOR shall not discriminate against any employee or applicant for employment. CONTRACTOR's action under this Section shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and other applicants for employment, notices setting forth the provisions of this non-discrimination Section.

ARTICLE 12. LEGAL FEES

In the event either Party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing Party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without a lawsuit.

ARTICLE 13. JURISDICTION, VENUE AND NONWAIVER

It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah. Failure of CITY to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

ARTICLE 14. SPECIAL WARRANTY

CONTRACTOR warrants that nothing of monetary value has been given, promised, or implied as remuneration or inducement to enter into the Agreement. CONTRACTOR declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this Agreement. Any such activity by CONTRACTOR shall make this Agreement null and void. CONTRACTOR further warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.

**ARTICLE 15.
COMMUNICATIONS**

Such communications as are required by this Agreement shall be satisfied by mailing or by personal delivery to the Parties at the following addresses:

Contractor:

Intermountain Slurry Seal, Inc.
P O Box 26754
Salt Lake City, Utah 84126

City:

City Engineer
City of Moscow
206 East Third Street
P O Box 9203
Moscow, Idaho 83843

**ARTICLE 16.
NON-APPROPRIATIONS**

This Agreement is contingent upon CITY receiving the necessary funding to cover the obligations of CITY. In the event that such funding is not received or appropriated, then, and in that event, CITY's obligations under this Agreement shall cease and each Party shall be released from further performance under this Agreement without any liability to the other Party, and CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

**ARTICLE 17.
APPROVAL REQUIRED AND SEVERABILITY**

This Agreement shall not become effective or binding until approved by the City of Moscow. If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will, nevertheless, remain in full force and effect.

**ARTICLE 18.
EXECUTION**

IN WITNESS WHEREOF, said CONTRACTOR and CITY have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR

Intermountain Slurry Seal, Inc.

CITY

City of Moscow, Idaho

By:

Bill Lambert, Mayor

Laurie M. Hopkins, City Clerk

Mia Vowels, City Attorney

On this ____ day of _____, 2019, before me, the undersigned, a Notary in and for said State, personally appeared _____ and _____ known to me to be the person(s) whose name(s) is/are subscribed to the foregoing Agreement and acknowledged to me that he/she/they executed the same in his/her/their capacity as _____ for Intermountain Slurry Seal, Inc.

Notary Public residing at: _____
My commission expires: _____

BID PROPOSAL

TO: Mayor and City Council
City of Moscow, Idaho

Date: April 16, 2019

This proposal is submitted as an offer by the undersigned to enter into contract with the City of Moscow, Idaho as represented by the City Council, hereinafter referred to as the 'CITY' for ASPHALT RUBBER CHIP SEAL - 2019, (hereinafter "Project"), specified herein and which construction documents are on file with the City Engineer, Paul Mann Building, 221 East Second Street, Moscow, 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 CITY to the terms and prices herein submitted.

1. All Project specifications and drawings 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 in the full amount of the contract price.
5. The cash, certified check, bid bond, or cashier's check accompanying this proposal shall be forfeited to the City of Moscow, Idaho to the extent of 5% of the amount bid if the undersigned shall fail or refuse to execute the contract, furnish performance and payment bonds, and insurance certificate as required by the specifications 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 CITY shall have the right to accept or reject any bid which rejection or acceptance is deemed to be in the best interest of CITY.
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 City Engineer.

8. The undersigned, as a bidder, acknowledges that Addenda Number _____ through _____ 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-13 of the Instruction to Bidders.
10. The undersigned holds Idaho Public Works License Number PWC-C-11545.
11. The undersigned proposes to use the following sub-contractors in the performance of meeting the contract requirements. Information herein must comply with Idaho Code Section 67-2310 and IB-16:

<u>Subcontractors</u>	<u>Trade Specialty</u>	<u>Idaho Public Works License No.</u>	<u>\$ Amount</u>
a. <u>None</u>			
b. _____			
c. _____			
d. _____			
e. _____			

12. The undersigned proposes to furnish labor, materials, equipment and services of all kinds required for ASPHALT RUBBER CHIP SEAL - 2019 as described in the specifications, including all appurtenant work, all as required by the specifications and this proposal for the prices in accordance with the completed schedule contract prices as follows:

BID SCHEDULE

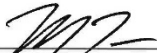
ASPHALT RUBBER CHIP SEAL - 2019

<u>Item No.</u>	<u>Item Description</u>	<u>Quantity & Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Asphalt Rubber Chip Seal Type II	43,900 SY	\$ <u>8.416</u>	\$ <u>369,462.40</u>
2.	Fog Seal	43,900 SY	\$ <u>0.253</u>	\$ <u>11,106.70</u>
			BID TOTAL	\$ <u>380,569.10</u>

Intermountain Slurry Seal, Inc.
Firm Name of Bidder

1120 Terminal Way Reno, NV 89502
Bidders Mailing Address

Marc C. Thoreson


Signature of Bidder

PWC-C-11545
Public Works License No.

Construction Manager
Official Title

Wyoming
State of Incorporation, if Incorporated

SEAL (If Incorporated)

Dated at 4:30 p.m. Reno, NV

This 12th day of April, 2019

BID BOND TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

KNOWN ALL BY THESE PRESENTS, That we, Intermountain Slurry Seal, Inc., as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto City of Moscow, as Obligee, in the sum of Ten Percent (10%) of Bid Amount Dollars (\$10% of Bid Amount) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for Moscow Asphalt Rubber Chip Seal 2019 ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 8th day of April, 2019.

Intermountain Slurry Seal, Inc.
(Principal)



By: _____

Marc C. Thoreson, Construction Manager

Travelers Casualty and Surety Company of America

By: _____

Isabel Barron, Attorney-in-Fact

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of California
County of Santa Cruz)

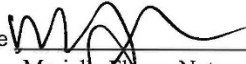
On April 8, 2019 before me, Mariella Flores, Notary Public
(insert name and title of the officer)

personally appeared Isabel Barron
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature  (Seal)
Mariella Flores, Notary Public



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Isabel Barron** of **WATSONVILLE, California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By:

Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this April 8, 2019



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

INTERMOUNTAIN SLURRY SEAL, INC.

CERTIFICATE OF SECRETARY

RESOLVED, that, effective January 1, 2019 through December 31, 2019, the individuals named on the attached Exhibit 1 are authorized to negotiate, execute and/or attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed \$25 million, relating to any and all domestic construction projects arising out of the Company's operations.

RESOLVED, that, effective January 1, 2019 through December 31, 2019, the individuals named on the attached Exhibit 2 are authorized to negotiate, execute and attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed \$75 million, relating to any and all domestic construction projects arising out of the Company's operations.

RESOLVED FURTHER, that the authority provided for herein shall be in accordance with applicable policies, procedures and limits of authority previously approved and the Granite Construction Incorporated Delegation of Authority and Policy then in effect.

I, Kathleen Schreckengost, do hereby certify that I am duly qualified as Assistant Secretary of INTERMOUNTAIN SLURRY SEAL, INC., a Wyoming corporation (the "Company"); that the foregoing is a true and correct copy of resolutions duly adopted effective January 1, 2019 by unanimous written consent of the Board of Directors, held without a meeting as authorized by 17-16-821 of the Wyoming Business Corporation act and the Bylaws of the Company; that the Directors acting were duly and regularly elected; and that the resolution adopted has not been modified or repealed and is still in full force and effect.

Dated: January 1, 2019


Kathleen Schreckengost



EXHIBIT 1

AUTHORIZED SIGNERS

**Intermountain Slurry Seal, Inc.
California, Nevada, Utah, Northwest Area and Texas**

AUTHORIZED SIGNERS

Christopher M. Burke, President
Gary R. Price, VP & Assistant Secretary
Marc C. Thoreson, Construction Manager
Paul Foster, Construction Manager
Shawn Fielding, Construction Manager
Nathan B. Niemann, Project Manager
Randy Contreras, Project Manager
Dylan Burns, Project Manager
Jason Lampley, Area Manager
Josh Bowen, Project Manager
Taylor Baggs, Project Manager
Scott Curtis, Regional Division Controller

ATTESTORS

Gary R. Price, VP & Assistant Secretary
Marc C. Thoreson, Construction Manager
Paul Foster, Construction Manager
Shawn Fielding, Construction Manager
Nathan B. Niemann, Project Manager
Jason Lampley, Area Manager
Josh Bowen, Project Manager
Randy Contreras, Project Manager
Dylan Burns, Project Manager
Taylor Baggs, Project Manager
Scott Curtis, Regional Division Controller
Jane Nielson, Estimating Assistant

Page 2 of 2

EXHIBIT 2

AUTHORIZED SIGNERS

**Intermountain Slurry Seal, Inc.
California, Nevada, Northwest and Utah Areas**

AUTHORIZED SIGNERS

Christopher M. Burke, President

COMMITTEE STAFF REPORT

DATE: Monday, April 22, 2019



RESPONSIBLE STAFF

David Schott, Assistant Parks and Recreation Director

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Fire Station #2 Re-Roof Bid Results (ACTION ITEM) - David Schott

DESCRIPTION

The City published an advertisement for bids on March 16 and March 23 for the Fire Station #2 re-roof project. The work consists of all labor, materials, equipment and services necessary to install a new sealed seam metal, Garland R-Mer Lite, roof system over the existing built-up roof. The R Mer Lite roofing system is a robust metal roof with a 30 year warranty and similar roofs have been installed on the 1912 Center, Intermodal Transit Center, many of the University of Idaho buildings, and many of the Moscow School District buildings.

Bids for the Fire Station #2 Re-Roof Project were opened on April 4, 2019. Three (3) responsive bid proposals were received with bids ranging from \$62,050 to \$77,236. The Parks and Recreation Department is requesting authorization to retain Renegade NW, Inc. for the Fire Station #2 Re-Roof Project in the amount of \$62,050 with a five percent contingency of \$3,102.50 for a total amount not to exceed \$65,152.50. Staff is also requesting authorization to overrun Capital Projects: Buildings – Public Safety, line item 350-310-20-770-72 in the amount of \$3,720.20 to cover total project expenses.

STAFF RECOMMENDATION

Recommend Council authorization to accept the low bid from Renegade NW, Inc. for the Fire Station #2 Re-Roof Project in the amount of \$62,050 with a five percent contingency of \$3,102.50 for a total amount not to exceed \$65,152.50 and authorize an overrun in Capital Projects: Buildings – Public Safety, line item 350-310-20-770-72 in the amount of \$3,720.20 to cover total project expenses, or provide staff further direction.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend Council authorization to accept the low bid from Renegade NW, Inc. for the Fire Station #2 Re-Roof Project in the amount of \$62,050 with a five percent contingency of \$3,102.50 for a total amount not to exceed \$65,152.50 and authorize an overrun in Capital Projects: Buildings – Public Safety, line item 350-310-20-770-72 in the amount of \$3,720.20 to cover total project expenses, or provide staff further direction.

FISCAL IMPACT

The funding source is Capital Projects: Buildings – Public Safety, GL Code 350-310-20-770-72. However, a budget shortfall in the amount of \$3,720.20 is anticipated to complete the project. The budget for the project is \$69,900. If the low bid is accepted, the total project cost is anticipated to be \$73,620.20.

Fire Station #2 Re-Roof Project

Task	Expense	Estimate
------	---------	----------

Associated Architects	\$ 7,660.00	\$ 7,660.00
Advertising	\$ 187.20	\$ 187.20
Roof Low Bid	\$ 62,050.00	\$ 58,540.00
Roof Const. Contingency (5%)	\$ 3,102.50	\$ 2,927.00
Arts (1%)	\$ 620.50	\$ 585.40
Project Total:	\$ 73,620.20	\$ 69,899.60
Project Budget	\$ 69,900.00	
Project Overrun:	\$ (3,720.20)	

PERSONNEL IMPACT

ATTACHMENTS

1. ConstructionAgreement-FS2ReRoof;RoofingProject;Renegade(2019);pm3;mv;clean
2. bid tabulation sheets_001
3. renegade nw inc_001
4. rmr construction_001
5. metalworks of mt dba mis_001

**CONSTRUCTION AGREEMENT
FOR FIRE STATION NUMBER 2 RE-ROOF
BETWEEN CITY OF MOSCOW, IDAHO
AND RENEGADE NW, INC.**

THIS CONSTRUCTION AGREEMENT FOR FIRE STATION NUMBER 2 RE-ROOF BETWEEN CITY OF MOSCOW, IDAHO AND RENEGADE NW, INC. (hereinafter "Agreement"), dated this ____ day of _____, 2019, by and between City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and Renegade NW, Inc., 6325 East Poleline Avenue, Post Falls, Idaho, 83854 (hereinafter "CONTRACTOR"):

W I T N E S S E T H :

WHEREAS, pursuant to the invitation of CITY, extended through a "Solicitation for Bids", CONTRACTOR submitted a proposal containing an offer invited by said solicitation; and

WHEREAS, CITY has determined that said offer was the lowest responsive bid; and

WHEREAS, CITY has accepted CONTRACTOR's bid;

NOW THEREFORE, the Parties to this Agreement, in consideration of the mutual covenants and stipulations set out, agree as follows:

**ARTICLE 1.
CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire Agreement between CITY and CONTRACTOR concerning the work to be performed, are this Agreement, pages one (1) through six (6), and the following:

1. Invitation to Bid;
2. Project Specifications titled: FIRE STATION NUMBER 2 RE-ROOF
3. Bid/Proposal of CONTRACTOR, dated April 4, 2019, physically attached to this Agreement;
4. The Architectural Plans;
5. Performance and Payment Bonds and Insurance Certificates, physically attached to this Agreement;
6. Change Orders, which may be delivered or issued after the effective date of this Agreement;
7. Addenda issued prior to opening of bids, physically attached to this Agreement.

There are no Contract Documents other than those listed in Article 1. This Agreement may only be amended by change order as provided in the General Conditions.

ARTICLE 2. WORK

CONTRACTOR shall complete the entire work as specified, indicated and required under the Contract Documents, contained herein under Article 1. for CITY project (hereinafter "Project") titled:

FIRE STATION NUMBER 2 RE-ROOF

ARTICLE 3. CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall be substantially completed on or before sixty five (65) consecutive calendar days from the commencement of work, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents. CONTRACTOR shall begin work in conformance with the Contract Documents and shall complete the work prior to the date of completion.

ARTICLE 4. CONTRACT SUM

CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds in the amount of Sixty Two Thousand Fifty Dollars (\$62,050) for Base Bid (the Contract Sum), as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR's bid amount of Sixty Two Thousand Fifty Dollars (\$62,050) unless otherwise authorized by CITY. Any such increase in work shall be compensated in accordance with unit pricing terms specified in bid documents. Said Contract Sum shall be paid in accordance with the Contract Documents.

ARTICLE 5. INDEPENDENT CONTRACTOR

The Parties warrant by their signatures that no employer-employee relationship is established between CONTRACTOR and CITY by the terms of this Agreement. It is understood by the Parties hereto that CONTRACTOR is an independent contractor and, as such, neither CONTRACTOR nor CONTRACTOR's employees, agents, representatives or subcontractors, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.

ARTICLE 6. SCOPE OF SERVICES

CONTRACTOR shall perform all services required by the Contract Documents. All work shall be completed in accordance with the specifications and plans established for this Project.

ARTICLE 7.
HOLD HARMLESS/INDEMNIFICATION

In addition to other rights granted CITY by the Contract Documents, CONTRACTOR agrees to indemnify, defend, and hold harmless CITY, its officers, agents, employees, and engineers, from and against any and all losses, lawsuits, actions, claims, judgments for damages, or any injuries or damages received or sustained by any person, persons, or property, and losses, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with the acts and/or any performances, activities, errors or omissions by CONTRACTOR, CONTRACTOR's servants, agents, officers, employees, representatives, guests, business invitees or its subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising out of or recovered under the Workmen's Compensation Act or any other law, ordinance, order, or decree.

ARTICLE 8.
CONFLICT OF INTEREST

CONTRACTOR covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the Project, which would conflict in any manner or degree with the performance of CONTRACTOR's services hereunder. CONTRACTOR further covenants that, in performing this Agreement, CONTRACTOR will employ no person who has any such interest. Should any conflict of interest arise during the performance of this Agreement, CONTRACTOR shall immediately disclose such conflict to the Assistant Parks and Recreation Director, and CITY.

ARTICLE 9.
ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

This Agreement and the exhibits hereto contain the entire Agreement between the Parties, and no statements, promises, or inducements made by either Party, or agents of either Party are valid or binding unless contained herein. This Agreement may not be enlarged, modified or altered except upon written agreement signed by the Parties hereto. CONTRACTOR may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder, other than as provided within the Contract Documents, without the prior written consent and express authorization of CITY.

ARTICLE 10.
LICENSES AND ADHERENCE TO LAW REQUIRED

CONTRACTOR represents that he possesses the skill and experience necessary and all licenses required to perform the services under this Agreement. CONTRACTOR further agrees to comply with all applicable Federal, State and Local statutes and regulations in the performance of the services hereunder, and are hereby made a part of this Agreement and shall be adhered to at all times. Violation of any of these statutes or regulations by CONTRACTOR shall be deemed

material and shall subject CONTRACTOR to termination of this Agreement for cause. No pleas of misunderstanding or ignorance on the part of CONTRACTOR will, in any way, serve to modify the provisions of this requirement. CONTRACTOR and its surety shall indemnify, defend and hold harmless CITY and its employees, agents, engineers and representatives against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by CONTRACTOR, CONTRACTOR's employees, or its subcontractors.

ARTICLE 11. EMPLOYMENT DISCRIMINATION

It is illegal under the U.S. Federal law to discriminate against an employee, either intentionally or through disparate impact, on account of race, color, gender, religion, sex (including pregnancy), national origin, physical or mental disability, age, marital or familial status, sexual orientation, and gender expression or identity. CONTRACTOR shall not discriminate against any employee or applicant for employment. CONTRACTOR's action under this Section shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and other applicants for employment, notices setting forth the provisions of this non-discrimination Section.

ARTICLE 12. LEGAL FEES

In the event either Party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing Party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without a lawsuit.

ARTICLE 13. JURISDICTION, VENUE AND NONWAIVER

It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah. Failure of CITY to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

ARTICLE 14. SPECIAL WARRANTY

CONTRACTOR warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this Agreement. CONTRACTOR declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this Agreement. Any such activity by CONTRACTOR shall make this Agreement null and void. CONTRACTOR

further warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.

ARTICLE 15. COMMUNICATIONS

Such communications as are required by this Agreement shall be satisfied by mailing or by personal delivery to the Parties at the following address:

CONTRACTOR:

Renegade NW, Inc.
Nathaniel Alexandrovich, Owner
6325 East Poleline Avenue
Post Falls, Idaho 83801

CITY:

City of Moscow
David Schott
Assistant Parks and Recreation Director
P O Box 9203
Moscow, Idaho 83843

ARTICLE 16. APPROPRIATIONS AND APPROVAL

This Agreement is contingent upon CITY receiving the necessary funding to cover the obligations of CITY. In the event that such funding is not received or appropriated, then, and in that event, CITY's obligations under this Agreement shall cease and each Party shall be released from further performance under this Agreement without any liability to the other Party, and CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

ARTICLE 17. APPROVAL REQUIRED AND SEVERABILITY

This Agreement shall not become effective or binding until approved by CITY. If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will, nevertheless, remain in full force and effect.

IN WITNESS WHEREOF, said CONTRACTOR and CITY have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR:

Renegade NW, Inc.

CITY:

City of Moscow, Idaho

By: _____

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Approved as to Form:

Mia Vowels, City Attorney

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2019, before me, a Notary Public in and for said State, appeared _____, known to me to be the person named above and acknowledged that he/she executed the foregoing document as the duly authorized representative for Renegade NW, Inc.

Notary Public for the State of _____
Residing at _____
My commission expires _____

BID PROPOSAL

PROJECT:
FIRE STATION #2 RE-ROOF
Moscow, Idaho

BID OPENING DATE: April 4, 2019
BID OPENING TIME: 2:00 PM

BID ADVERTISEMENT DATES:
March 16, 2019, March 23, 2019

BID OPENING LOCATION:
City Council Chambers
Moscow City Hall
206 East Third Street
Moscow, ID 83843
City Contact Person: David Schott

BIDDER'S NAME AND ADDRESS:
Renegade NW Inc.
10325 E. Teleline Ave.
Post Falls, ID 83854

CONTACT PERSON: Nathaniel Alexandrovich

TO: Laurie Hopkins, Moscow City Clerk

The bidder, in compliance with the Advertisement for Bids for the above-referenced project, having examined the specifications, related documents, and the site of the proposed work, and having become familiar with local conditions surrounding the proposed work, including availability of materials and labor, hereby proposes to perform all work in accordance with the contract documents, within the time limits set therein, and at the prices stated below, which are to cover all expenses incurred in performing the work.

The bidder agrees to commence work on this project on or before a date to be specified in the written Notice to Proceed issued by the owner and to substantially complete the work within Sixty-Five (65) consecutive calendar days after receipt of the Notice to Proceed. The bidder agrees to pay as liquidated damages One Hundred Dollars (\$100.00) per calendar day of delay thereafter.

Bidder acknowledges receipt of addendum(s) number(s) 1

BASE PROPOSAL: Bidder agrees to perform all of the base proposal work described in the specifications and shown on the plans for the sum of

Sixtytwothousand fifty dollars \$62,050.00 Dollars (\$ 62,050.00).
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

The bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall remain valid and may not be withdrawn for a period of forty-five (45) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the Owner's Intent to Award the contract, the bidder shall execute, within ten (10) days, the attached formal contract and deliver to the Owner a Performance Bond and Labor and Materials Payment Bond in the amounts of 100% of the bid amount by the surety company

BID PROPOSAL

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Page 1 of 3

authorized to do business in the State of Idaho, a Certificate of Insurance issued by a surety company authorized to do business in the State of Idaho and accompanied by Power of Attorney, a Contractor's Affidavit Concerning Taxes, and the Public Works Contract Report on Subcontractors.

In the event the contract documents stated above are not returned within ten (10) days, the attached Bid Guarantee for five percent (5%) of the bid amount becomes the property of the Owner for use as liquidated damages for the delay and additional expense to the Owner caused thereby.

Enclosed is bid guarantee consisting of: Cashiers Check \$3,102.50 in the amount of five percent (5%) of the bid amount.

IDAHO NAMING LAW

NOTE: The bidder's attention is drawn to section 5.6 of the "Supplementary Instructions to Bidders."

Pursuant to Section 67-2310, Idaho Code, the Idaho Naming Law requires that general contractor must list the business name and Public Works license number of certain subcontractors on the Bid Form at the time the bid is submitted. The law stipulates that these will be the major mechanical and electrical subcontractors who the general contractor agrees to engage to do the work. **The firms listed below must be those who will actually do the work on site, regardless of contractual considerations between the general contractor and the subcontractors.** If the scope of work does not include mechanical or electrical components, any firm hired to do incidental piping or wiring such as the installation of a temporary service to a job trailer, need not be listed.

The names and addresses of subcontractors to whom work will be awarded, subject to approval of the Owner and Architect, if the undersigned is awarded the contract, are as follows: N/A

Division 15:

Does this project involve plumbing? (Public Works designator 33)

No ☒ Yes ☐

Does this project involve warm air heating, air conditioning or sheet metal work? (Public Works designator 2 or 37)

No ☒ Yes ☐

Division 16:

Does this project involve electrical work? (Public Works designator 14)

No ☒ Yes ☐

The State of Idaho policy prohibits purchase of asbestos products and asbestos containing materials for use in or on any facilities, including personal and real property, where acceptable alternatives are available.

The contractor certifies by submission of this bid proposal that the products or materials to be furnished as a result of this bid are asbestos free. Products for which an adequate substitute is not available shall be identified by a separate written statement. The asbestos content shall be given if known and a certification that no known asbestos substitute exists.

BID PROPOSAL

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Page 2 of 3

The owner will hold the contractor and/or his supplier(s) liable for any asbestos removal and replacement costs as a result of the contractor's failure to comply with this requirement.

Along with his bid, the bidder shall submit an affidavit certifying his compliance with Idaho Code, Title 72, Chapter 17, requiring the contractor and his subcontractors at the time of bid to provide a drug-free workplace program and to maintain such program throughout the duration of the contract.

The undersigned notifies that he is of this date duly licensed as a Public Works Contractor and further that he possesses Idaho State Public Works Contractor's License No. PWC-C-10906-B-4 and is domiciled in the State of Idaho.

Dated at 10:54 AM this 4 day of April, 2019.

Respectfully submitted,

Renegade NW Inc.

Name of Bidder (Company)

6325 E Polegno Ave

Post Falls, Id, 83854

Business Address

Nathan E. Alexander

Signature of authorized representative

President

Title

541-363-2543

Telephone Number

(Seal, if bid is by a corporation)

BID PROPOSAL

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Page 3 of 3

**CONTRACTOR'S AFFIDAVIT
CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE**

STATE OF Idaho

COUNTY OF Latah

Pursuant to the Idaho Code, Section 72-1717, I, the undersigned, being duly sworn, depose and certify that Renegade NW Inc. is in compliance with the provisions of Idaho Code section 72-1717; that Renegade NW Inc. provides a drug-free workplace program that complies with the provisions of Idaho Code, title 72, chapter 17 and will maintain such program throughout the life of a state construction contract and that Renegade NW Inc. shall subcontract work only to subcontractors meeting the requirements of Idaho Code, section 72-1717(1)(a).

Renegade, NW Inc.
Name of Contractor

1325 E Poleline Ave.
Address

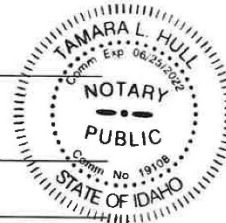
Post Falls, ID 83854
City and State

By: [Signature]
(Signature)

Subscribed and sworn to before me this 4 day of April, 2019.

Commission expires: 6/25/22

Tamara L. Hull
NOTARY PUBLIC, residing at
Moscow, ID



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SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

Page 4 of 4

CONTRACTOR'S AFFIDAVIT CONCERNING TAXES

STATE OF (Idaho)

COUNTY OF (Latah)

Pursuant to the Idaho Code, Title 63, Chapter 15, I the undersigned, being duly sworn, deposes and certify that all taxes, excises and license fees due to the State or its taxing units, for which I or my property is liable then due or delinquent, has been paid, or arrangements have been made, before entering into a contract for construction of any public works in the State of Idaho.

Renegade NW Inc.
Name of Contractor

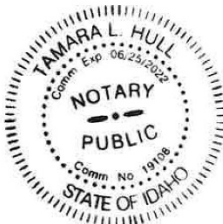
6325 E PoleLine Ave
Address

Address

Post Falls, Id
City and State 83854

Nathaniel E. Alessandri
By
Authorized Representative

Subscribed and sworn to before me this 4th day of April, 2019



Tamara L. Hull
NOTARY PUBLIC, residing at
MOSCOW, ID

Commission expires

6/25/22

CONTRACTOR'S AFFIDAVIT Page 1 of 1
18-Contractors Affidavit Concerning Taxes.doc

BID TABULATION

Project: FIRE STATION NO. 2 RE-ROOF

Bid Opening Date & Time: April 4, 2019, 2:00 PM PDT

Location: City Hall Council Chambers, Moscow, Idaho

Contractor	RMR Construction	Metal Works	Renegade				
Signed Bid	Yes	Yes	Yes				
Idaho Public Works License	PWC-14325-A-3 Yes	C-15815 Yes	C-16966-B-4 Yes				
Addendum 1	Yes	Yes	Yes				
Drug & Alcohol	Yes	Yes	Yes				
Bid Security	Yes	Yes	Yes				
Power of Attorney	Yes	Yes	Yes				
Base Bid Amount	77,236	75,345	62,050				

Reader's Name

Dennis Chuburn

Recorder's Name

David Schott

1203 Mountain View Road
Moscow, Idaho

April 4, 2019

NAME	FIRM	PHONE	FAX	CELL	Email
Dennis Chaburn	Assoc. Arch.	208 882-5051	208-882-	208 596-730A	assocarch@moscow.com
David Schott	City of Moscow	208 883 7098			dschott@ci.moscow.id.us
JAY LEWIS	City of Moscow	208 669-0418		208 669-0418	jlewis@ci.moscow.id.us
STACY Smisek	RMR	208 882 0775			smisek@moscow.com

BID PROPOSAL

PROJECT:
FIRE STATION #2 RE-ROOF
Moscow, Idaho

BID OPENING DATE: April 4, 2019
BID OPENING TIME: 2:00 PM

BID ADVERTISEMENT DATES:
March 16, 2019, March 23, 2019

BID OPENING LOCATION:
City Council Chambers
Moscow City Hall
206 East Third Street
Moscow, ID 83843
City Contact Person: David Schott

BIDDER'S NAME AND ADDRESS:

Reneade NW Inc.
10325 E. Poleline Ave.
Post Falls, ID 83854

CONTACT PERSON: Nathaniel Alexandrovich

TO: Laurie Hopkins, Moscow City Clerk

The bidder, in compliance with the Advertisement for Bids for the above-referenced project, having examined the specifications, related documents, and the site of the proposed work, and having become familiar with local conditions surrounding the proposed work, including availability of materials and labor, hereby proposes to perform all work in accordance with the contract documents, within the time limits set therein, and at the prices stated below, which are to cover all expenses incurred in performing the work.

The bidder agrees to commence work on this project on or before a date to be specified in the written Notice to Proceed issued by the owner and to substantially complete the work within Sixty-Five (65) consecutive calendar days after receipt of the Notice to Proceed. The bidder agrees to pay as liquidated damages One Hundred Dollars (\$100.00) per calendar day of delay thereafter.

Bidder acknowledges receipt of addendum(s) number(s) 1

BASE PROPOSAL: Bidder agrees to perform all of the base proposal work described in the specifications and shown on the plans for the sum of

Sixtytwothousand fifty dollars ^{\$20/100} Dollars (\$ 62,050⁰⁰).
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

The bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall remain valid and may not be withdrawn for a period of forty-five (45) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the Owner's Intent to Award the contract, the bidder shall execute, within ten (10) days, the attached formal contract and deliver to the Owner a Performance Bond and Labor and Materials Payment Bond in the amounts of 100% of the bid amount by the surety company

BID PROPOSAL

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authorized to do business in the State of Idaho, a Certificate of Insurance issued by a surety company authorized to do business in the State of Idaho and accompanied by Power of Attorney, a Contractor's Affidavit Concerning Taxes, and the Public Works Contract Report on Subcontractors.

In the event the contract documents stated above are not returned within ten (10) days, the attached Bid Guarantee for five percent (5%) of the bid amount becomes the property of the Owner for use as liquidated damages for the delay and additional expense to the Owner caused thereby.

Enclosed is bid guarantee consisting of: Cashiers Check \$3,102.50 in the amount of five percent (5%) of the bid amount.

IDAHO NAMING LAW

NOTE: The bidder's attention is drawn to section 5.6 of the "Supplementary Instructions to Bidders."

Pursuant to Section 67-2310, Idaho Code, the Idaho Naming Law requires that general contractor must list the business name and Public Works license number of certain subcontractors on the Bid Form at the time the bid is submitted. The law stipulates that these will be the major mechanical and electrical subcontractors who the general contractor agrees to engage to do the work. **The firms listed below must be those who will actually do the work on site, regardless of contractual considerations between the general contractor and the subcontractors.** If the scope of work does not include mechanical or electrical components, any firm hired to do incidental piping or wiring such as the installation of a temporary service to a job trailer, need not be listed.

The names and addresses of subcontractors to whom work will be awarded, subject to approval of the Owner and Architect, if the undersigned is awarded the contract, are as follows: N/A

Division 15:

Does this project involve plumbing? (Public Works designator 33)

No ☒ Yes ☐

Does this project involve warm air heating, air conditioning or sheet metal work? (Public Works designator 2 or 37)

No ☒ Yes ☐

Division 16:

Does this project involve electrical work? (Public Works designator 14)

No ☒ Yes ☐

The State of Idaho policy prohibits purchase of asbestos products and asbestos containing materials for use in or on any facilities, including personal and real property, where acceptable alternatives are available.

The contractor certifies by submission of this bid proposal that the products or materials to be furnished as a result of this bid are asbestos free. Products for which an adequate substitute is not available shall be identified by a separate written statement. The asbestos content shall be given if known and a certification that no known asbestos substitute exists.

The owner will hold the contractor and/or his supplier(s) liable for any asbestos removal and replacement costs as a result of the contractor's failure to comply with this requirement.

Along with his bid, the bidder shall submit an affidavit certifying his compliance with Idaho Code, Title 72, Chapter 17, requiring the contractor and his subcontractors at the time of bid to provide a drug-free workplace program and to maintain such program throughout the duration of the contract.

The undersigned notifies that he is of this date duly licensed as a Public Works Contractor and further that he possesses Idaho State Public Works Contractor's License No. PWC-C-10906-B-4 and is domiciled in the State of Idaho.

Dated at 10:54 AM this 4 day of April, 2019.

Respectfully submitted,

Benogade NW Inc.

Name of Bidder (Company)

4325 E Polegno Ave

Post Falls, Id, 83854

Business Address

Nathan E. Alexandine

Signature of authorized representative

President

Title

541-363-2543

Telephone Number

(Seal, if bid is by a corporation)

**CONTRACTOR'S AFFIDAVIT
CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE**

STATE OF Idaho

COUNTY OF Latah

Pursuant to the Idaho Code, Section 72-1717, I, the undersigned, being duly sworn, depose and certify that Renegade NW Inc. is in compliance with the provisions of Idaho Code section 72-1717; that Renegade NW Inc. provides a drug-free workplace program that complies with the provisions of Idaho Code, title 72, chapter 17 and will maintain such program throughout the life of a state construction contract and that Renegade NW Inc. shall subcontract work only to subcontractors meeting the requirements of Idaho Code, section 72-1717(1)(a).

Renegade, NW Inc.
Name of Contractor

10325 E Potlatch Ave.
Address

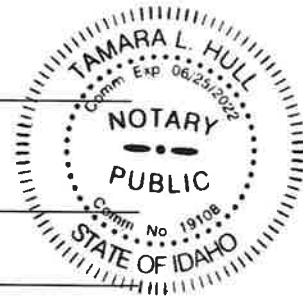
Post Falls, ID 83854
City and State

By [Signature]
(Signature)

Subscribed and sworn to before me this 4 day of April, 2019.

Commission expires: 6/25/22

Tamara L. Hull
NOTARY PUBLIC, residing at
Moscow, ID



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CONTRACTOR'S AFFIDAVIT CONCERNING TAXES

STATE OF (Idaho)

COUNTY OF (Latah)

Pursuant to the Idaho Code, Title 63, Chapter 15, I the undersigned, being duly sworn, deposes and certify that all taxes, excises and license fees due to the State or its taxing units, for which I or my property is liable then due or delinquent, has been paid, or arrangements have been made, before entering into a contract for construction of any public works in the State of Idaho.

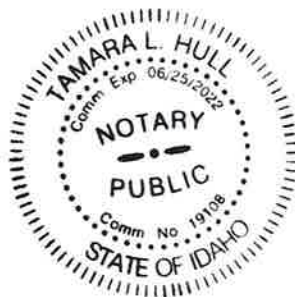
Renegade NW Inc.
Name of Contractor

6325 E PoleLine Ave
Address

Post Falls, Id
City and State 83854

Nathaniel E. Alexander
By
Authorized Representative

Subscribed and sworn to before me this 4th day of April, 2019



Tamara L. Hull
NOTARY PUBLIC, residing at
MOSCOW, ID

Commission expires
6/25/22

BID PROPOSAL

PROJECT:
FIRE STATION #2 RE-ROOF
Moscow, Idaho

BID OPENING DATE: April 4, 2019
BID OPENING TIME: 2:00 PM

BID ADVERTISEMENT DATES:
March 16, 2019, March 23, 2019

BID OPENING LOCATION:
City Council Chambers
Moscow City Hall
206 East Third Street
Moscow, ID 83843
City Contact Person: David Schott

BIDDER'S NAME AND ADDRESS:

RMR CONSTRUCTION, LLC
PO BOX 10001
MOSCOW ID

CONTACT PERSON: STACY

TO: Laurie Hopkins, Moscow City Clerk

The bidder, in compliance with the Advertisement for Bids for the above-referenced project, having examined the specifications, related documents, and the site of the proposed work, and having become familiar with local conditions surrounding the proposed work, including availability of materials and labor, hereby proposes to perform all work in accordance with the contract documents, within the time limits set therein, and at the prices stated below, which are to cover all expenses incurred in performing the work.

The bidder agrees to commence work on this project on or before a date to be specified in the written Notice to Proceed issued by the owner and to substantially complete the work within Sixty-Five (65) consecutive calendar days after receipt of the Notice to Proceed. The bidder agrees to pay as liquidated damages One Hundred Dollars (\$100.00) per calendar day of delay thereafter.

Bidder acknowledges receipt of addendum(s) number(s) 1

BASE PROPOSAL: Bidder agrees to perform all of the base proposal work described in the specifications and shown on the plans for the sum of

Seventy seven Thousand Two hundred thirty six Dollars (\$) 77236.00
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

The bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall remain valid and may not be withdrawn for a period of forty-five (45) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the Owner's Intent to Award the contract, the bidder shall execute, within ten (10) days, the attached formal contract and deliver to the Owner a Performance Bond and Labor and Materials Payment Bond in the amounts of 100% of the bid amount by the surety company

BID PROPOSAL

Page 1 of 3

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authorized to do business in the State of Idaho, a Certificate of Insurance issued by a surety company authorized to do business in the State of Idaho and accompanied by Power of Attorney, a Contractor's Affidavit Concerning Taxes, and the Public Works Contract Report on Subcontractors.

In the event the contract documents stated above are not returned within ten (10) days, the attached Bid Guarantee for five percent (5%) of the bid amount becomes the property of the Owner for use as liquidated damages for the delay and additional expense to the Owner caused thereby.

Enclosed is bid guarantee consisting of: Bill Bono in the amount of five percent (5%) of the bid amount.

IDAHO NAMING LAW

NOTE: The bidder's attention is drawn to section 5.6 of the "Supplementary Instructions to Bidders."

Pursuant to Section 67-2310, Idaho Code, the Idaho Naming Law requires that general contractor must list the business name and Public Works license number of certain subcontractors on the Bid Form at the time the bid is submitted. The law stipulates that these will be the major mechanical and electrical subcontractors who the general contractor agrees to engage to do the work. **The firms listed below must be those who will actually do the work on site, regardless of contractual considerations between the general contractor and the subcontractors.** If the scope of work does not include mechanical or electrical components, any firm hired to do incidental piping or wiring such as the installation of a temporary service to a job trailer, need not be listed.

The names and addresses of subcontractors to whom work will be awarded, subject to approval of the Owner and Architect, if the undersigned is awarded the contract, are as follows:

Division 15:

Does this project involve plumbing? (Public Works designator 33)

No ☒ Yes ☐

Does this project involve warm air heating, air conditioning or sheet metal work? (Public Works designator 2 or 37)

No ☒ Yes ☐

Division 16:

Does this project involve electrical work? (Public Works designator 14)

No ☒ Yes ☐

The State of Idaho policy prohibits purchase of asbestos products and asbestos containing materials for use in or on any facilities, including personal and real property, where acceptable alternatives are available.

The contractor certifies by submission of this bid proposal that the products or materials to be furnished as a result of this bid are asbestos free. Products for which an adequate substitute is not available shall be identified by a separate written statement. The asbestos content shall be given if known and a certification that no known asbestos substitute exists.

CONTRACTOR'S AFFIDAVIT
CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE

STATE OF Idaho

COUNTY OF Latah

Pursuant to the Idaho Code, Section 72-1717, I, the undersigned, being duly sworn, depose and certify that RMR Construction LLC is in compliance with the provisions of Idaho Code section 72-1717; that RMR Construction LLC provides a drug-free workplace program that complies with the provisions of Idaho Code, title 72, chapter 17 and will maintain such program throughout the life of a state construction contract and that RMR Construction LLC shall subcontract work only to subcontractors meeting the requirements of Idaho Code, section 72-1717(1)(a).

RMR Construction LLC
Name of Contractor

PO Box 10001
Address

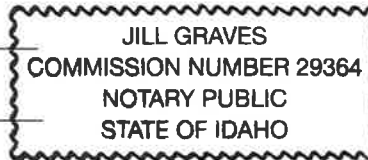
MOSCOW ID
City and State

By: [Signature]
(Signature)

Subscribed and sworn to before me this 4th day of April, 2019.

Commission expires:

[Signature]
NOTARY PUBLIC, residing at
03-26-22



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The owner will hold the contractor and/or his supplier(s) liable for any asbestos removal and replacement costs as a result of the contractor's failure to comply with this requirement.

Along with his bid, the bidder shall submit an affidavit certifying his compliance with Idaho Code, Title 72, Chapter 17, requiring the contractor and his subcontractors at the time of bid to provide a drug-free workplace program and to maintain such program throughout the duration of the contract.

The undersigned notifies that he is of this date duly licensed as a Public Works Contractor and further that he possesses Idaho State Public Works Contractor's License No. PWC 3425-A-355 and is domiciled in the State of Idaho PWC 14325-A-3 4/4/2019

Dated at MOSCOW ID this 4 day of April, 2019.

Respectfully submitted,

Name of Bidder (Company)

RMR Construction LLC

POB 10001

MOSCOW ID 83843

Business Address

Signature of authorized representative

Steve Smith
Member

(Seal, if bid is by a corporation)

Title

208-882-0775

Telephone Number

Bid Date: 04/04/2019

Bond No.: LSM1031774

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we _____

RMR Construction, LLC
PO Box 10001 Moscow, ID 83843

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and Contractors Bonding and Insurance Company

(Here insert full name and address or legal title of Surety)

P.O. Box 3967 Peoria, IL 61612-3967

a corporation duly organized under the laws of the State of Illinois

as Surety, hereinafter called the Surety, are held and firmly bound unto _____

City of Moscow

(Here insert full name and address or legal title of Owner)

P.O. Box 9203 Moscow, ID 83843

as Obligor, hereinafter called the Obligor, in the sum of _____

5% of Total Amount Bid

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for 1203 S. Mountain View Rd.
Moscow, ID 83843

(Here insert full name and address and description of project)

Fire Station #2 Re-Roof

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

Signed and sealed this 28th day of March, 2019.

RMR Construction, LLC

(Principal)

(Seal)

Contractors Bonding and Insurance Company

(Surety)

Lenore E. Turman

Attorney In Fact



POWER OF ATTORNEY

Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Bond No. LSM1031774

Know All Men by These Presents:

That the Contractors Bonding and Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Lenore E. Turman in the City of Pullman, State of Washington, as it's true and lawful Agent and Attorney In Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bond and undertakings in an amount not to exceed Ten Million and 00/100 Dollars (\$10,000,000.00) for any single obligation, and specifically for the following described bond.

Principal: RMR Construction, LLC

Obligee: City of Moscow

Bond Amount: 5% of Total Amount Bid

The Contractors Bonding and Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of Contractors Bonding and Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the Contractors Bonding and Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 28th day of March, 2019.

Contractors Bonding and Insurance Company

By: B. W. Davis
Barton W. Davis Vice President



State of Illinois

County of Peoria

} SS

On this 28th day of March, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the Contractors Bonding and Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnigk
Gretchen L. Johnigk Notary Public



CERTIFICATE

I, the undersigned officer of Contractors Bonding and Insurance Company do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the Contractors Bonding and Insurance Company this 28th day of March, 2019.

Contractors Bonding and Insurance Company

By: Jean M. Stephenson
Jean M. Stephenson Corporate Secretary

A0006817_SUBS_BID

BID PROPOSAL

PROJECT:
FIRE STATION #2 RE-ROOF
Moscow, Idaho

BID OPENING DATE: April 4, 2019
BID OPENING TIME: 2:00 PM

BID ADVERTISEMENT DATES:
March 16, 2019, March 23, 2019

BID OPENING LOCATION:
City Council Chambers
Moscow City Hall

BIDDER'S NAME AND ADDRESS:

METALWORKS OF MONTANA INC D/B/A
MISSOULA SHEET METAL & ROOFING
3635 W BROADWAY, MISSOULA, MT 59808
City Contact Person: David Schott

CONTACT PERSON: TYLER GORDON

TO: Laurie Hopkins, Moscow City Clerk

The bidder, in compliance with the Advertisement for Bids for the above-referenced project, having examined the specifications, related documents, and the site of the proposed work, and having become familiar with local conditions surrounding the proposed work, including availability of materials and labor, hereby proposes to perform all work in accordance with the contract documents, within the time limits set therein, and at the prices stated below, which are to cover all expenses incurred in performing the work.

The bidder agrees to commence work on this project on or before a date to be specified in the written Notice to Proceed issued by the owner and to substantially complete the work within Sixty-Five (65) consecutive calendar days after receipt of the Notice to Proceed. The bidder agrees to pay as liquidated damages One Hundred Dollars (\$100.00) per calendar day of delay thereafter.

Bidder acknowledges receipt of addendum(s) number(s)

1

BASE PROPOSAL: Bidder agrees to perform all of the base proposal work described in the specifications and shown on the plans for the sum of

SEVENTY-FIVE THOUSAND THREE
HUNDRED FORTY-FIVE Dollars (\$ 75,345⁰⁰).
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

The bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall remain valid and may not be withdrawn for a period of forty-five (45) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the Owner's Intent to Award the contract, the bidder shall execute, within ten (10) days, the attached formal contract and deliver to the Owner a Performance Bond and Labor and Materials Payment Bond in the amounts of 100% of the bid amount by the surety company

BID PROPOSAL

Page 1 of 3

**CONTRACTOR'S AFFIDAVIT
CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE**

STATE OF Montana

COUNTY OF Missoula

Pursuant to the Idaho Code, Section 72-1717, I, the undersigned, being duly sworn, depose and certify that METAL WORKS OF MONTANA, INC D/B/A MISSOULA SHEET METAL & ROOFING is in compliance with the provisions of Idaho Code section 72-1717; that METAL WORKS OF MONTANA, INC. D/B/A MISSOULA SHEET METAL & ROOFING provides a drug-free workplace program that complies with the provisions of Idaho Code, title 72, chapter 17 and will maintain such program throughout the life of a state construction contract and that METAL WORKS OF MONTANA, INC. D/B/A MISSOULA SHEET METAL & ROOFING shall subcontract work only to subcontractors meeting the requirements of Idaho Code, section 72-1717(1)(a).

METAL WORKS OF MONTANA, INC D/B/A
MISSOULA SHEET METAL & ROOFING
Name of Contractor

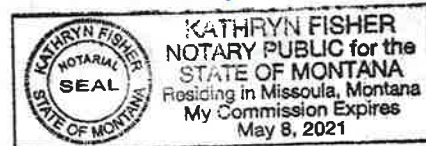
3635 W BROADWAY
Address

MISSOULA, MT 59808
City and State

By: [Signature]
(Signature)

Subscribed and sworn to before me this 2nd day of April, 2019.

Commission expires:



[Signature]
NOTARY PUBLIC, residing at

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authorized to do business in the State of Idaho, a Certificate of Insurance issued by a surety company authorized to do business in the State of Idaho and accompanied by Power of Attorney, a Contractor's Affidavit Concerning Taxes, and the Public Works Contract Report on Subcontractors.

In the event the contract documents stated above are not returned within ten (10) days, the attached Bid Guarantee for five percent (5%) of the bid amount becomes the property of the Owner for use as liquidated damages for the delay and additional expense to the Owner caused thereby.

Enclosed is bid guarantee consisting of: BID BOND in the amount of five percent (5%) of the bid amount.

IDAHO NAMING LAW

NOTE: The bidder's attention is drawn to section 5.6 of the "Supplementary Instructions to Bidders."

Pursuant to Section 67-2310, Idaho Code, the Idaho Naming Law requires that general contractor must list the business name and Public Works license number of certain subcontractors on the Bid Form at the time the bid is submitted. The law stipulates that these will be the major mechanical and electrical subcontractors who the general contractor agrees to engage to do the work. **The firms listed below must be those who will actually do the work on site, regardless of contractual considerations between the general contractor and the subcontractors.** If the scope of work does not include mechanical or electrical components, any firm hired to do incidental piping or wiring such as the installation of a temporary service to a job trailer, need not be listed.

The names and addresses of subcontractors to whom work will be awarded, subject to approval of the Owner and Architect, if the undersigned is awarded the contract, are as follows:

Division 15:

Does this project involve plumbing? (Public Works designator 33)

No ☒ Yes ☐

Does this project involve warm air heating, air conditioning or sheet metal work? (Public Works designator 2 or 37)

No ☒ Yes ☐

Division 16:

Does this project involve electrical work? (Public Works designator 14)

No ☒ Yes ☐

The State of Idaho policy prohibits purchase of asbestos products and asbestos containing materials for use in or on any facilities, including personal and real property, where acceptable alternatives are available.

The contractor certifies by submission of this bid proposal that the products or materials to be furnished as a result of this bid are asbestos free. Products for which an adequate substitute is not available shall be identified by a separate written statement. The asbestos content shall be given if known and a certification that no known asbestos substitute exists.

The owner will hold the contractor and/or his supplier(s) liable for any asbestos removal and replacement costs as a result of the contractor's failure to comply with this requirement.

Along with his bid, the bidder shall submit an affidavit certifying his compliance with Idaho Code, Title 72, Chapter 17, requiring the contractor and his subcontractors at the time of bid to provide a drug-free workplace program and to maintain such program throughout the duration of the contract.

The undersigned notifies that he is of this date duly licensed as a Public Works Contractor and further that he possesses Idaho State Public Works Contractor's License No. PWC-C-15815, and is domiciled in the State of MONTANA.

Dated at MISSOULA, MONTANA this 2ND day of APRIL, 2019.

Respectfully submitted,
METAL WORKS OF MONTANA, INC D/B/A
MISSOULA SHEET METAL + ROOFING

Name of Bidder (Company)

3635 W BROADWAY

MISSOULA, MT 59808

Business Address

Signature of authorized representative

VICE PRESIDENT

(Seal, if bid is by a corporation)

Title

(406) 728-5070

Telephone Number

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Metalworks of Montana, Inc. dba Missoula Sheet Metal and Roofing

PO Box 10
Missoula, MT 59806

OWNER:

(Name, legal status and address)
City of Moscow
206 E 3rd Street
Moscow, ID 83843

BOND AMOUNT:

5% Five Percent of Amount Bid

PROJECT:

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

Fire Station #2 Re-Roof, 1203 S. Mountain View Road, Moscow, Idaho

SURETY:

(Name, legal status and principal place
of business)

Employers Mutual Casualty Company
P.O. Box 712
Des Moines, IA 50306-0712

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

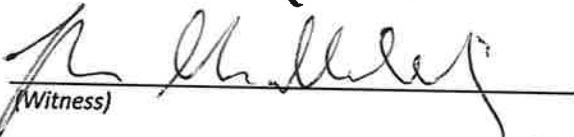
Any singular reference to Contractor, Surety,
Owner or other party shall be considered plural
where applicable.

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

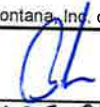
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 29th day of March, 2019


(Witness)


(Witness)

Metalworks of Montana, Inc. dba Missoula Sheet Metal and Roofing
(Principal)  (Seal)

By: 
(Title) VICE PRESIDENT

Employers Mutual Casualty Company
(Surety)

By: 
(Title) Tyler McIntyre Attorney-in-Fact





CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Tyler McIntyre

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond:

Surety Bond Number: Bid Bond

Principal : Metalworks of Montana, Inc. dba Missoula Sheet Metal and Roofing

Obligee : City of Moscow

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

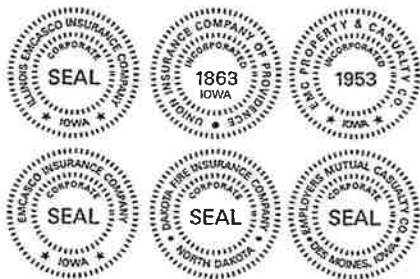
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 1st day of July, 2018.

Seals



Bruce G. Kelley

Bruce G. Kelley, CEO, Chairman of Companies 2, 3, 4, 5 & 6; President of Companies 1, 2 & 6; Treasurer of Companies 1, 2, 3, 4 & 6

Todd Strother

Todd Strother, Senior Vice President

On this 1st day of July, 2018 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President and Treasurer, and/or Senior Vice President, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2019.

Kathy Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 1st day of July, 2018, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 29th day of March, 2019.

J D Clough
Vice President

COMMITTEE STAFF REPORT

DATE: Monday, April 22, 2019



RESPONSIBLE STAFF

Gary J. Riedner, City Supervisor

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

2018 Water and Sewer Rate Study Contract (ACTION ITEM) - Gary J. Riedner

DESCRIPTION

The Water and Sewer Departments conduct a rate study every five to six years in order to determine the utility rates that are necessary to meet the financial needs of the respective utilities.

The attached agreement for professional services for water and sewer cost of services rate and connection fee study will review the revenue requirements of each utility on a stand-alone basis to evaluate the sufficiency of each utility's existing rates and fees. The resulting plan will serve to establish a blueprint for achieving revenue stability, sufficiency and equitable cost-based utility rates.

FCS Group of Redmond Washington is proposed as the consultant to conduct the water and sewer cost of services rate and connection fee study. FCS Group also conducted the 2013 Sanitation, Water and Wastewater Rate Study, which has been the basis for utility rates since that time.

Funding for the water and sewer cost of services rate and connection fee study was appropriated in the FY2019 budget, Water Fund line (\$50,000) and Sewer Fund line 230-230-60-642-10 (\$50,000).

STAFF RECOMMENDATION

Recommend approval of the Agreement for professional services for water and sewer cost of services rate and connection fee study with FCS Group in the amount of \$97,815.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the Agreement for professional services for water and sewer cost of services rate and connection fee study with FCS Group in the amount of \$97,815 or provide staff further direction.

FISCAL IMPACT

Funding for the water and sewer cost of services rate and connection fee study was appropriated in the FY2019 budget, Water Fund line (\$50,000) and Sewer Fund line 230-230-60-642-10 (\$50,000).

PERSONNEL IMPACT

ATTACHMENTS

1. ProfessionalServices;FCSgroup;WaterSewerSvcRateStudy(Clean)4.19 lmh

AGREEMENT FOR PROFESSIONAL SERVICES
FOR WATER AND SEWER COST OF SERVICES RATE AND CONNECTION FEE STUDY
BETWEEN CITY OF MOSCOW, IDAHO AND
FCS GROUP, REDMOND, WASHINGTON

THIS AGREEMENT FOR PROFESSIONAL SERVICES FOR WATER AND SEWER COST OF SERVICES RATE AND CONNECTION FEE STUDY (hereinafter “Agreement”), is made and entered into this ____ day of _____, 2019, by and between City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter “City”), and FCS GROUP, a corporation of the State of Washington, licensed to conduct business in the State of Idaho, with offices located at 7525 166th Avenue NE, Suite D-215, Redmond, Washington, 98052 (hereinafter “Consultant”).

W I T N E S S E T H:

WHEREAS, City intends to develop a Water and Sewer Cost of Services Rate and Connection Fee Study pursuant to the Scope of Work (hereinafter the “Project”); and

WHEREAS, City intends the Project will review the revenue requirements of each utility on a stand-alone basis to evaluate the sufficiency of each utility’s existing rates; and

WHEREAS, the Project’s resulting plan will serve to assist City to establish a blueprint for achieving revenue stability, sufficiency and equitable cost-based utility rates; and

WHEREAS, Consultant agrees to perform the various professional services required for the Project;

NOW, THEREFORE, it is agreed that for and in consideration of the mutual covenants and promises between the Parties hereto, that:

SECTION 1

Background

This agreement for professional services for water and sewer cost of services rate and connection fee study will review the revenue requirements of each utility on a stand-alone basis to evaluate the sufficiency of each utility’s existing rates and fees. The resulting plan will serve to establish a blueprint for achieving revenue stability, sufficiency and equitable cost-based utility rates. Consultant’s approach offers transparency in documentation, collaboration with Staff, and clear communication with the City Council on policy considerations.

As defined in the task plan, Consultant follows a structured method to arrive at rate conclusions, which will enable Consultant to perform the work in an orderly, efficient, and results-oriented

manner. The tasks identified in the Scope of Services document, attached as Exhibit “A”, will be completed for each utility unless specifically noted otherwise.

Scope of Work for Services

Consultant shall furnish services for the Project as outlined in Attachment “A” (Water and Sewer Cost of Service Rate and Connection Fee Study) of this Agreement, which is adopted and incorporated herein

SECTION 2

Fees and conditions for Consulting Services

The total cost to City for Consulting Services for the Project, as described in Section 1, shall be an amount not to exceed Ninety Seven Thousand Eight Hundred Fifteen Dollars (\$97,815) for work performed by Consultant as shown in Attachment “A” of this Agreement.

Project Schedule

Consultant shall achieve final completion of the project on or before December 1, 2019. In the event of unavoidable delays beyond Consultant’s control, Consultant, upon concurrence of City, shall be granted a reasonable extension. The length of extensions due to such delays shall be as determined by City. City shall be notified of such delays or potential delays within two (2) working days of Consultant’s knowledge of such delays.

SECTION 3

A. Independent Contractor

City and Consultant hereto warrant by their signatures that no employer/employee relationship is established between City and Consultant by the terms of this Agreement. It is understood by the Parties hereto that Consultant is an independent contractor and, as such, neither it nor its employees, if any, are employees of City for purposes of tax, retirement system, or social security (FICA) withholding.

B. Termination of Agreement

This Agreement may be terminated by Consultant upon thirty (30) days’ written notice, should City fail to substantially perform in accordance with its terms through no fault of Consultant. City may terminate this Agreement with thirty (30) days’ written notice without cause and without further liability to Consultant, except as designated by this Section. In the event of termination, Consultant shall be paid for services performed to termination date, including direct expenses and a pro rata share of the fees set out in Section 2 of this Agreement, based upon work completed. All Deliverables, whether partially or fully completed, related to the Project, produced by Consultant as part of Project services, shall become the property of, and shall be surrendered to, City at or before such termination. However, City agrees that all Deliverables provided or prepared by Consultant are intended

for the purposes of this Agreement only and any reuse or modification of the Deliverables by City or others for any other project or purpose shall be at City's or other's sole risk and without liability to Consultant. Consultant may retain copies of all Deliverables for its records.

C. Data of Record

City shall make available to Consultant all technical data of record in City's possession required by Consultant relating to this Project.

D. Termination of the Project

If any portion of the Project covered by this Agreement shall be suspended, abated, abandoned or terminated, City shall pay Consultant for the services rendered to the date of such suspended, abated, abandoned or terminated work; the payment to be based, insofar as possible, on the amounts established in this Agreement or, where this Agreement cannot be applied, the payment shall be based upon a reasonable estimate as mutually agreed upon between the two (2) parties as to the percentage of the work completed.

E. Consultant's Professional Liability Insurance

In performance of professional services, Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of the consulting profession; and no warranty, either expressed or implied, is made in connection with rendering Consultant's services. Should Consultant or any of Consultant's agents or employees be found to have been negligent in the performance of professional services from which City sustains damage, Consultant has obtained Professional Liability Insurance in the amount of One Million Dollars (\$1,000,000), and said insurance shall be held active for a two (2) year (minimum) period from the date of completion of the Project. City shall receive notice of any pending termination of said insurance within five (5) days of first notice to Consultant.

F. Consultant's Additional Insurance

Consultant shall maintain automobile insurance and statutory workers' compensation insurance coverage, employer's liability, and comprehensive general liability insurance coverage. The comprehensive general liability insurance shall have a minimum limit of Five Hundred Thousand Dollars (\$500,000) per claim and One Million Dollars (\$1,000,000) aggregate, and Consultant shall cause City to be named as an additional insured under said policy.

G. Indemnification

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless City against damages, liability and costs arising from the negligent acts of Consultant in the performance of professional services under this Agreement, to the extent that Consultant is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between Consultant and City. Consultant shall not be obligated to indemnify City for City's own negligence.

H. Costs and Attorney Fees

In the event either Party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing Party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.

I. Jurisdiction, Venue, and Non-waiver

It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah. Failure of either Party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

J. Binding of Successors

City and Consultant each bind themselves, their partners, successors, assigns, and legal representatives to the other Parties to this Agreement and to the partner, successors, assigns and legal representatives of such other Parties with respect to all covenants of this Agreement.

K. Entire Agreement, Modification, and Assignability

This Agreement, and the exhibits hereto, contain the entire Agreement between the Parties concerning the Project, and no statements, promises, or inducements made by either Party, or agents of either Party, are valid or binding unless contained herein. This Agreement may not be enlarged, modified, or altered except upon written agreement signed by the Parties hereto. Consultant shall not subcontract, transfer, sell, or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent and express authorization of City. Any such subcontractor or assignee shall be bound by all of the terms and conditions of this Agreement as if named specifically herein.

L. Notices

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

CONSULTANT

FCS Group
7525 166th Avenue NE
Suite D-215
Redmond, WA 98052

CITY

City of Moscow, Idaho
Public Works Director
206 East Third Street
P O Box 9203
Moscow, ID 83843
(208) 883-7096

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

City shall designate a representative authorized to act on behalf of City. The authorized representative shall examine the documents of the work as necessary, and shall render decisions related thereto in a timely manner so as to avoid unreasonable delays.

M. Conflict of Interest

Consultant covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the Project which would conflict in any manner or degree with the performance of services hereunder. Consultant further covenants that, in performing this Agreement, it will employ no person who has any such interest. Should any conflict of interest arise during the performance of this Agreement, Consultant shall immediately disclose such conflict to City.

N. Non-Discrimination

It is illegal under the U.S. Federal law to discriminate against an employee, either intentionally or through disparate impact, on account of race, color, gender, religion, sex (including pregnancy), national origin, physical or mental disability, age, marital or familial status, sexual orientation, and gender expression or identity. Consultant shall not discriminate against any employee or applicant for employment. Consultant's action under this Section shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and other applicants for employment, notices setting forth the provisions of this Non-Discrimination Section.

P. Licenses and Adherence to Law Required

Consultant represents that he possesses the skill and experience necessary and all licenses required to perform the services under this Agreement. Consultant further agrees to comply with all applicable federal, state and local statutes and regulations in the performance of the services hereunder and such laws and regulations are hereby made a part of this Agreement and shall be adhered to at all times. Violation of any of these statutes and/or regulations by Consultant shall be deemed material and shall subject Consultant to termination of this Agreement for cause. No pleas of misunderstanding or ignorance on the part of Consultant will, in any way, serve to modify the provisions of this requirement. Consultant and its surety shall defend, hold harmless, and indemnify CITY and its employees, agents, and representatives, against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by Consultant, Consultant's officers, agents, employees, or its subcontractors.

Q. Non-Appropriation

This Agreement is contingent upon City receiving the necessary funding to fulfill the obligations of City. While the City shall exercise good faith, in the event that such funding is not received or appropriated, then, and in that event, City's obligations under this Agreement shall cease and each Party shall be released from further performance under this Agreement without any liability to the other Party.

R. Severability

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

S. Approval Required

This Agreement shall not become effective or binding until approved by the City of Moscow.

T. Execution

IN WITNESS WHEREOF, said Consultant and City have caused this Agreement to be executed on the day and year first above written.

CONSULTANT

CITY

FCS GROUP

City of Moscow, Idaho

Project Manager

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

DATED this ____ day of _____, 2019.

ACKNOWLEDGMENT

STATE OF _____)
_____) ss:
County of _____)

On this _____ day of _____, 2019, before me, a Notary Public in and for said State,
appeared _____, known to me to be the person named above and
acknowledged that he executed the foregoing as the duly authorized representative of FCS Group.

Notary Public for the State of _____
Residing at _____
My commission expires _____

ATTACHMENT “A”



Firm Headquarters Redmond Town Center 7525 180 th Ave NE, Ste. D-215 Redmond, Washington 98052	Established 1988 Washington 425.887.1902 Oregon 503.841.0543 Colorado 719.284.9168
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CITY OF MOSCOW

WATER AND SEWER COST OF SERVICE RATE AND CONNECTION FEE STUDY

FCS GROUP is pleased to submit this proposed scope of services and budget to complete a Water and Sewer Cost of Service Rate and Connection Fee Study. The scope has been developed to address the City’s needs as discussed during the October 16, 2018 call with Les MacDonald, Public Works Director and subsequent conversations with Gary Riedner.

The cost of service rate study will review the revenue requirements of each utility on a stand-alone basis to evaluate the sufficiency of each utility’s existing rates. The resulting plan will serve to establish a blueprint for achieving revenue stability, sufficiency and equitable cost-based utility rates. Our approach offers transparency in documentation, collaboration with staff and clear communication with the City Council on policy considerations.

In addition, FCS GROUP is intimately familiar with connection fees in Idaho having worked closely with Givens Pursley LLP during the NIBCA v. City of Hayden case providing technical expertise, review and analysis of past fee calculations along with updating fees for compliance with the Supreme Court ruling.

As defined in the task plan, we follow a structured method to arrive at rate conclusions, which will enable us to perform the work in an orderly, efficient and results-oriented manner. The tasks noted below will be completed for each utility unless specifically noted otherwise.

Task 1 | Project Initiation Meeting

A project initiation meeting will be scheduled before the commencement of the project with the consultant team and City project team. This meeting will establish the goals and objectives of the overall project and focus the efforts of the project team. The items covered at the meeting include review of the scope of work, identify project objectives, expectations and deliverables, outline the project schedule and key milestone review points and discuss appropriate lines of communication.

The consultant and staff will identify and discuss key policy and technical issues to be addressed in the study. Of particular importance is understanding the City Council’s areas of concern, key priorities and objectives to ensure they are addressed during the study process. For this meeting we propose the project principal attend in person and the remainder of the project team join via the screen sharing and remote conferencing application RingCentral™ to minimize budget.

Task 2 | Data Collection

A data needs list will be provided encompassing historical and projected financial, operational, billing and planning information. The provided data will be reviewed, analyzed and validated for

inclusion in the study process.

Task 3 | Rate Model Toolset Architecture

The rate model forms the framework and foundation of the rate study analysis. Based on prior work completed for the City we have a base modeling toolset for each utility available. There are improvements and added functionality to the toolset that have been incorporated to the rate study approach since the last rate study completed. This task is intended to conceptualize the architecture of the model toolset with the project team. The objective of the updated model is to improve transparency, functionality, flexibility and usability such that it can inform how proposed changes may impact rates and the financial requirements of each system. We will discuss how the City uses the model, what answers need to be generated by the tool and what user interface may be most effective. This task will incorporate the changes and updates to the model based on discussions with the City project team.

Task 4 | Customer Statistics Validation

Customer data is the building block of a successful rate study. Customer account, meter and monthly usage data for each utility is “validated” by applying existing rates by customer classification to the statistics and comparing results to actual financial results. Validation of the customer statistics data with customer demands and revenue generation is critical to the cost of service rate study as it is the foundation of the cost allocation process. This approach offers consistency throughout the rate study process by using one validated data set to develop revenue, cost projections, allocation factors and rate designs. The process has proven beneficial in uncovering anomalies in data that can impact forecast revenue and cost allocation.

Task 5 | Revenue Requirement Analysis

This task establishes a sustainable, multi-year financial management plan that meets the projected total financial needs of each utility through the generation of sufficient, sustainable revenue.

Establishing annual cash flow needs includes the following key components:

- Long-term capital investment funding (improvements, expansion, and replacement)
- Expenses incurred to operate, maintain, and manage the systems
- Debt repayment
- Cash flow needs
- Fiscal policy achievement

Tasks are as follows:

- Use the validated customer statistics in Task 4 to identify demand trends for use in future projections. Projected revenue will consider the sensitivities of changes in economic, weather and demand trends in order to mitigate volatility and stabilize revenue.
- Using the most recent approved budget, develop a forecast of other revenue and operating expenses. Adjust for any known future changes in annual non-capital costs associated with the operation, maintenance, and administration of each of the systems such as additional staffing

needs and other operating costs associated with maintaining the system along with initiating new or enhanced program activities.

- Incorporate the capital plans from the most recent system comprehensive plans. Develop a capital funding analysis that balances available funding from rate revenue, reserve funds and additional debt.
- Evaluate the level of annual system reinvestment funding. Develop a target level for consideration based on depreciation expense and/or unfunded liability. Calculate the financial impact on rate levels of meeting this target.
- Include existing and any anticipated new debt issues in the revenue requirement along with monitoring required debt service coverage ratios.
- Provide a fiscal policy review that compares existing policies to industry standards to determine whether there are possible enhancements that would strengthen the financial health of the systems. We will recommend new policies or benchmark ratios, as warranted.
- Develop a fund balance tracking analysis to track existing City funds. The analytical module will include annual inflows and outflows of funds and monitor target balances for compliance with established fiscal policies.
- Develop the annual baseline multi-year rate strategy to fully fund all system obligations and smooth financial impacts. The baseline analysis will test the sufficiency of each system's current revenues in meeting all system obligations. After identifying the full array of financial requirements, we will identify any projected shortfalls over the forecast period. Rate revenue sufficiency will be tested from two perspectives: the ability to meet all cash obligations, and the attainment of any debt coverage requirements.
- Evaluate alternative scenarios. Alternatives may include change in growth, project timing and priority, conservation impacts, level of system reinvestment funding or others identified by the City. The project budget includes up to eight (8) alternatives (e.g. four alternatives for each utility).
- At the end of the engagement, we will deliver an electronic copy of the financial planning model for internal use.

Task 6 | Cost of Service Analysis (COSA)

The cost of service analysis establishes a defensible basis for assigning "cost shares" and establishing "equity" for system customers based on industry standard methodologies that are tailored to the City's unique water and sewer system and customer characteristics.

The COSA develops a series of functional allocations that distribute cost pools to classes of customers linked to a proportionate share of costs required to serve their demand. Specific consideration will be given to total utility costs in relationship to the functions identified below.

Water Functions	Sewer Functions
Base capacity (average demand)	Flow
Peak capacity (peak demand)	Strength (BOD/TSS/Other)
Fire	Customer
Customer	

The cost of service results will identify the cost to serve each customer class of the water and sewer system. The results will identify any warranted shifts in cost burden that could improve equity between customers from the existing rate structure. It also identifies the unit cost for each cost category (e.g. base, peak, fire, customer, strength, etc.). In FY 2014, the City began the process of phasing-in cost of service findings through 2020. This rate study will monitor progress to date of the original plan.

Review COSA Customer Categories – Sewer Utility

The cost of service is conducted for specified rate categories. The existing sewer user categories are grouped into “user types”. During the last study, consideration was given to combining the sewer utility non-residential accounts into “strength categories” rather than “user types”. For example, the non-residential categories would move from churches, schools, bars and restaurant into low (domestic strength), medium and high strength classes. To evaluate the impact of this shift, the cost of service task includes completing the analysis under existing rate categories and revised rate categories based on strength to aid the City in determining if this change is appropriate from both an equity and customer impact perspective.

Task 7 | Rate Design

Rate design determines how the target level of revenue will be generated (fixed v. variable charges) from each customer class and considers both the level (amount of revenue that must be generated) and structure (how the revenue will be collected and/or bill assessed). The rate design process in this study will aim to balance the priorities of the City while preserving revenue stability. Each developed rate design alternative should generate sufficient revenue to meet the revenue requirement forecast and begin to address any material inequities identified in the COSA findings. In addition, rate designs will be consistent with the City’s fiscal policies, billing system capabilities, goals and will be easy to administer and understand.

We will work with the City to determine if rate structure changes are warranted. Initial rate structure considerations for the City include:

- Water Service Rates
 - Evaluate effectiveness of three block consumption charge for residential/duplex/triplex
- Sewer Service Rates
 - Evaluate rate differential between rate categories of the residential service class
 - Evaluate fixed and volume rate level of existing rate classes, where applicable

- Review consolidation of existing non-residential classes
- Develop new non-residential strength rates classes
- Others rate changes identified by the City

The budget includes development of up to two (2) alternative rate structures. Monthly bill impacts for low, medium and high users will be calculated for comparison. In addition, a comparative survey will be completed for up to five (5) neighboring utilities.

Task 8 | Connection Fees

Connection fees are one-time fees for new or redevelopment used to recover a proportional share of the value of facilities required to provide service. In the 2015 Idaho Supreme Court Case: NIBCA v the City of Hayden the court referenced a methodology and calculation used in Loomis v. City of Hailey for calculation of capitalization fees. The court held that the connection fee must be based on the cost of replacing the pipe and equipment that is in the ground today (i.e. the value of the existing system). The value of the system should represent that portion of the system capacity that the new user will utilize at that point in time – in essence, future capital projects are not allowed in the capitalization fee calculation until they are constructed and placed in to service.

Since the Court's ruling, the methodology presented in **Exhibit 1** has been used by municipalities in Idaho to update their connection fees.

Exhibit 1: Connection Calculation
Gross Present Day Replacement Value of System
Less: Bond Principal
Less: Unfunded Depreciation
= Net Present Day Replacement Value
÷ Number of Users Current System Can Support
= Total Capitalization Fee per equivalent unit

The connection fee update includes:

- Calculation of gross present day replacement value of system
- Identify allowable deductions for bond principal and unfunded depreciation
- Calculate net present day replacement value
- Working with City staff determine the number of users the current system can support
- Updated per unit connection fee (most commonly per equivalent residential unit or meter size)

Task 9 | Multi-Tenant Issue Paper

The issue paper delivered will include researching five (5) to seven (7) water and sewer rate and connection charge approaches used by other jurisdictions for multi-tenant properties. The research will consider both administrative (billing) and operational (one or multiple connections to property) factors. The alternative approaches found will be summarized and compared to the City's existing

approach(es). Pros and cons of the existing and alternative approaches will be identified. Up to three sample multi-tenant characteristics will be evaluated to determine impacts of any suggested change and to inform policy recommendations.

Task 10 | Project Review Meetings

It will be important to interact frequently with the City project team throughout the project to make certain that the study develops work products collaboratively, reflecting the industry expertise of the project team and the specific needs and goals of staff and management.

The study has assumed the use of the interactive remote computer application “RingCentral™” over a conference call to minimize budget. RingCentral™ allows all parties to view documents via an Internet connection and see edits and changes made to a shared document in real time. RingCentral™ has been used with many of our clients with very positive results.

We recommend the following project team meetings:

- Review draft revenue requirement: On Site
- Review cost of service results: On Site
- Review of rate design alternatives: RingCentral™
- Review of initial presentation of study results: RingCentral™

Task 11 | Workshops/Presentations

The success of a rate study relies on an open and involved process for informing and educating the staff, Rate Committee and City Council on the rate study process and to clearly define the cost basis for the fees imposed on customers by linking the financial requirements to costs.

We propose three (3) workshops/presentations with the Rate Committee and/or City Council conducted in a workshop or work session format to maximize interaction and collaboration.

One (1) Workshop will present preliminary results of the revenue requirement and cost of service results. This onsite workshop will discuss key assumptions, methodology, and initial findings for input and discussion.

One (1) Workshop to address follow up questions from workshop #1 and to present rate design options for consideration. Obtain comments to incorporate into proposed study recommendations.

One (1) Workshop to present rate study findings and proposed rates. Obtain comments to incorporate into the final study recommendations.

Task 12 | Documentation

A written report will document the water and sewer rate study and connection charge update process, methodology, key assumptions, results and recommendations. The City will be provided an electronic copy of the report for reproduction. In addition, the technical model will be provided that memorializes the full technical exhibits developed as part of the report.

SCHEDULE

A comprehensive study such as this generally takes six to nine months to complete. Completion of the studies within the City's time schedule is based on a variety of issues. These issues include timeliness of receipt of requested data/information; submittal of quality data requiring limited manual manipulation and/or organization; ability to schedule meetings in a timely manner; and the ability of the City to provide policy direction for the study to move forward at key study milestones. A specific project schedule that meets the City's needs will be developed during the project initiation meeting.

BUDGET

The total proposed level of effort to complete the water and sewer cost of service rate and connection fee study is summarized below. Our normal billing practice is to bill based on time and materials actually expended, not to exceed the total budget. We would be more than happy to negotiate the appropriate level of effort for this project, if we have scaled our approach out of line with the City's needs and/or expectations.

We have provided the budget by major task to allow the City the flexibility to add or delete tasks as needed. Process tasks such as workshops/presentations and documentation may be scaled back or increased as needed. An optional additional per meeting cost has been included.

Task	CONSULTANT HOURS				Total Estimated Hours	Labor Budget
	Managing Principal	Asst. Proj. Manager	Project Analysts	Admin. Support		
Project Initiation						
Task 1 - Kickoff Meeting (1 Attendee, others remote - all utilities)	8	2	2		12	\$2,740
Task 2 - Data Collection/Validation (all utilities)		1	4	4	9	1,105
Task 3 - Model Architecture (layout, metrics, etc. - all utilities)		4	8		12	1,900
Water Utility Cost of Service Analysis						
Task 4 - Establish Revenue Requirements (3 scenarios)	4	8	32		44	\$7,160
Task 5 - Customer Statistics Analysis (demand/revenue forecast)		4	32		36	5,380
Task 6 - Cost of Service	4	10	20		34	5,750
Task 7 - Rate Design	4	8	16		28	4,840
Total Technical Tasks Water Utility	12	30	100	-	142	\$23,170
Sewer Utility Cost of Service Analysis						
Task 4 - Establish Revenue Requirements (3 scenarios)	4	8	32		44	\$7,160
Task 5 - Customer Statistics Analysis (flow/revenue forecast)		4	24		28	4,220
Task 6 - Cost of Service (evaluate strength classes)	4	10	28		42	6,950
Task 7 - Rate Design	4	12	32		48	7,960
Total Technical Tasks Sewer Utility	12	34	116	-	162	\$26,230
Connection Fees						
Task 8 - Water and Sewer Connection Fees	10	14	40	-	64	\$10,560
Issue Paper						
Task 9 - Multi-Tenant Issue Paper	2	20		-	22	\$4,220
Project Review Meetings/ Presentations/ Documentation						
Task 10 - Project Review Meetings						
- Trip (2) On site Meetings	12	16	-	-	28	\$6,080
- Trip (2) Remote Review Meetings (2) 2 hours each	4	4	4		12	2,360
Task 11 - Workshops/Presentations (Rate Committee/City Council)						
- Presentation Development (initial workshop)	4	2	12	2	20	\$3,320
- Presentation Development (second workshop)	2	2	6		10	1,760
- Presentation Development (third workshop/presentation)	2	2	8		12	2,050
- On Site Meetings (3)	18	-	-	-	18	4,680
Task 12: Documentation	4	4	28	2	38	\$6,010
TOTAL LABOR ALL	90	136	328	8	661	\$98,816
Expenses						
Travel \$x(6) Onsite Meetings						\$1,200
Total Project Labor and Expenses	90	136	328	8	661	\$97,615
Optional:						
Add 1 onsite meeting (w/ presentation development+mileage)	6	2	8		16	\$3,280
Add 1 onsite meeting (attendance only+mileage)	6				6	\$1,750