

Moscow City Council



Regular Meeting ~Agenda~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday, May 6, 2019

7:00 PM

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

The Moscow Mayor, City Council and Staff welcome you to tonight's meeting. We appreciate and encourage public participation. For regular agenda items, an opportunity for public comment is sometimes provided after the staff report. However, the formality of procedures varies with the purpose and subject of the agenda item; therefore, the Mayor may exercise discretion in deciding when to allow public comment during the course of the proceedings and limitations may be placed on the time allowed for comments. Citizens wishing to comment on business that is not on the agenda will be provided the opportunity to do so during the public comment item on the agenda. If you plan to address the Council, you will find a list of "Tips for Addressing the Council" in the door pocket outside the City Council Chambers. Please note that Moscow City Council meetings are televised, videotaped and/or recorded. Thank you for your interest in City government.

PLEDGE OF ALLEGIANCE

PROCLAMATION - BIKE MONTH

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council April 15, 2019 Minutes - Laurie M. Hopkins

Minutes presented for approval.

ACTION: Approve minutes.

B. A Street and Almon Street ROW Purchase Agreement - 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. This was reviewed by the Public Works/Finance Committee on April 8, 2019 and recommended for approval.

ACTION: Approve the 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.

C. Fire Station #2 Re-Roof Bid Results - 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. The Public Works / Finance Committee considered and recommended approval on April 22, 2019.

PROPOSED ACTIONS: Approve 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.

D. 2019 Pavement Management Program: Slurry Seal Bid Award - 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. This was reviewed by the Public Works/Finance Committee April 22, 2019 and recommended for approval.

ACTION: Accept the 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.

E. 2019 Pavement Management Program: Asphalt Rubber Chip Seal Bid Award - 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. This was reviewed by the Public Works/Finance Committee on April 22, 2019 and recommended for approval.

ACTION: Accept 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.

F. 2018 Water and Sewer Rate Study Contract - 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). This was reviewed by the Public Works/Finance Committee on April 22, 2019 and recommended for approval.

ACTION: Approve 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.

REGULAR AGENDA

2. Staff Recognition Report - Gary J. Riedner

3. Mayors Appointments (ACTION ITEM)

4. Public Comment and Mayor's Response Period (limit 15 minutes)

5. Citizen Commission Report – Moscow Pathways Commission – David Schott / Jonathan Gradin

6. Appeal of License Denial from Happy Horizons Childcare (ACTION ITEM) - Gary J. Riedner

On April 9, 2019, Connie Salisbury, on behalf of Happy Horizons Childcare applied for a license to operate a daycare business to be located at 1428 S Blaine Street (Real Life Ministries). Upon review of the daycare application and regulations, it was determined by City staff that Happy Horizons Childcare does not meet the requirements of Moscow City Code Title 9, Section 10-19.A.2.g which states, in part: "The Day Care Facility shall provide open space for outdoor play. A minimum of one hundred (100) square feet per child is required. This area shall be adjacent to the Day Care Facility and shall provide a safe play area that can be easily maintained and is accessible for use by children." The required open space for outdoor play is not adjacent to the daycare facility. Because of the failure of the applicant to comply with this regulation, license was denied. Pursuant to MCC Title 9, Section 10-15, the applicant filed an appeal of the denial to the City Council. After hearing the appeal, the City Council has the discretion to uphold the denial of the license, or may direct the City Clerk to issue the license upon a finding of good cause.

PROPOSED ACTIONS: Consider merits of the appeal and uphold the denial of the license; or upon a finding of good cause for the issuance of the license, direct the City Clerk to issue a daycare facility license to Happy Horizons Childcare; or take other such action deemed appropriate.

7. Local Highway Safety Improvement Program - 6th Street Pedestrian Improvements (ACTION ITEM) - Gary J. Riedner

The Idaho Transportation Department (ITD) advertised for construction bids of a grant awarded project through the Local Highway Safety Improvement Program (LHISIP) to the City for the 6th Street Pedestrian Improvements. The bid opening was held on April 2, 2019, with ITD receiving two responsive bids in the amount \$189,081 and \$248,235. However, the Engineers Estimate for total project costs was \$107,941, which is \$81,140 or 75% over budget. In order for LHTAC and ITD to reject the current bids and recommend combining the projects they requested concurrence in two separate letters from the City that are attached to the report. The letters were needed upon request in order to reject the bids and provide the recommended actions for approval at the next ITD Board meeting, which had a submittal deadline of April 26, 2019.

PROPOSED ACTIONS: Ratification of rejection of the bids for the 6th Street Pedestrian Improvements and combining the project to be bid with the 3rd Street Safety Improvements Phases 1 and 2 in FY2020/2021, or take other such action deemed appropriate.

8. Sustainability Report – Tyler Palmer

REPORTS

City Council

Mayor

Staff

**ADJOURN TO EXECUTIVE SESSION PER IDAHO CODE 74-206 (1)(F) - THE MEETING
WILL NOT RECONVENE.**

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.

BIKE MONTH PROCLAMATION

- WHEREAS,** National Bike Month began in May 1956; and
- WHEREAS,** bicycling has been an affordable, environmentally-sound mode of transportation, excellent form of exercise, and fun recreation since the first pedal-propelled bicycle appeared in the 1860s; and
- WHEREAS,** local government is committed to educating motorists *and* cyclists about safe vehicle operation to reduce accidents, injuries and fatalities; and
- WHEREAS,** bicycling contributes to retail sales, tourism dollars, and planning, infrastructure, and policies that support community livability; and
- WHEREAS,** bicycling reduces heart disease, obesity, diabetes, and hypertension, and improves mental health and cardio-vascular fitness; and
- WHEREAS,** Moscow supports the objectives of Let's Move!, Safe Routes to School, Complete Streets, Fill the Racks, the Officer Newbill Safety Fair, and more; and
- WHEREAS,** our region is gaining favorable recognition for bicycle-friendly accommodations, including Moscow's Intermodal Transit Center, more convenient and functional bike racks, and a growing network of bicycle-pedestrian trails; and
- WHEREAS,** Bike to Work Day in Moscow is Friday, May 17, 2019.

NOW, THEREFORE, I, Bill Lambert, Mayor for the City of Moscow, do hereby proclaim May 2018 to be

BIKE MONTH

in Moscow, and I urge everyone who can to cycle to work, school, shopping, and errands, or simply for pleasure, to improve health and find refreshment and invigoration; to lessen adverse impacts on climate; and to reduce transportation costs.



DATED this 6th day of May, 2019


Bill Lambert, Mayor

Moscow City Council



Regular Meeting ~Minutes~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday, April 15, 2019

7:00 PM

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

The meeting was called to order at 7:00 p.m.

PRESENT: Mayor Bill Lambert, Art Bettge, Jim Boland, Kathryn Bonzo, Brandy Sullivan, Anne Zabala

ABSENT: Gina Taruscio

STAFF: Gary J. Riedner, Mia Vowels, Bill Belknap, Jay Lewis, Dwight Curtis, David Schott, Leah Carlson, Mike Ray, Brian Nickerson, Kyle Steele, Tyler Palmer, Laurie M. Hopkins

PLEDGE OF ALLEGIANCE

Council President Jim Boland led the Pledge of Allegiance.

PROCLAMATIONS ARBOR DAY AND EARTH DAY

Mayor Lambert read the Arbor Day proclamation and presented it to David Rauk. Rauk invited everyone to the Arbor Day celebration on Friday, April 26 at 11:00 a.m.

Mayor Lambert read the Earth Day proclamation and presented it to Kyle Steele.

Earth Day awards were presented by Mayor Lambert and each recipient said a few words. A recess was called at 7:34 p.m. and reconvened at 7:36 p.m.

CONSENT AGENDA (ACTION ITEM)

1. All Consent Items

A. Approval of Moscow City Council April 1, 2019 Minutes - Caylee Birge

Minutes presented for approval.

ACTION: Approve minutes.

B. Disbursement Report March 2019 - Sarah Banks

Attached is the Accounts Payable Report for the month ending March, 2019. This was reviewed, signed and recommended for approval by the Public Works/Finance Committee on April 8, 2019.

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

C. Second Quarter Financial Report January 1, 2019 to March 31, 2019 for FY2019 - Sarah Banks

Attached is the financial report for the second quarter of Fiscal Year 2019 (January 1, 2019 to March 31, 2019).

ACTIONS: Approve the FY2019 Second Quarter Report.

Bettge moved and Boland seconded to approve the consent agenda. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

REGULAR AGENDA

2. Staff Recognition Report - Gary J. Riedner

Riedner asked Dwight Curtis, Parks and Recreation Director to introduce the Idaho Recreation of Parks Association awards. Kristin Graham was recognized for outstanding support staff and Damon Burton, member of the P&R Commission, was recognized for 30 years on the commission.

3. Mayors Appointments (ACTION ITEM)

None offered.

4. Public Comment and Mayor's Response Period (limit 15 minutes)

None offered.

5. Citizen Commission Report - Planning and Zoning Commission - Mike Ray / Wendy McClure

Ray introduced Wendy McClure, Chair of the Planning & Zoning Commission. McClure thanked the council liaison and staff support. She presented the current members and the projects the Commission worked on including the use table ordinance, comprehensive plan updates, RV regulations, and Area of City Impact negotiation. Upcoming projects include educational services in the Central Business Zone and short term rental regulations.

6. Moscow Volunteer Fire Department Annual Report – Brian Nickerson

Nickerson presented the 2018 incidents of which 75.19% was rescue and emergency medical. Overlapping incidents occurred 655 times in the 2,253 calls in 2018. There were 204 false alarms in 2018, down from 2017. The Department participates in many events including fire drills, event standby, and fire prevention among others. The Department completed 304 inspections for the year. Nickerson described the projects the Department has been working on such as strategic planning for the volunteers, updating equipment and tools, remodeling Station 1, and working with the Moscow High School for a Firefighter 1 program. The Department continually provides academy classes, command level training, and multi-agency training.

7. Public Hearing: 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, 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 was reviewed by the Public Works/Finance Committee on April 8, 2019, is moving forward to City Council for public hearing and action.

PROPOSED ACTIONS: Conduct the public hearing and upon consideration of testimony presented, approve the Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary; or consider the Ordinance on first reading and that it be read by title; or reject the Ordinance; or take such other action deemed appropriate.

Ray explained the last ordinance review took place in 2015 and updates were approved by Idaho Department of Water Resources. He also went over the purpose and authority of the flood plain hazard area and described as written above.

The public hearing was opened at 8:25 p.m. Hearing no testimony, the hearing was closed at 8:26 p.m.

Bettge moved to approve the ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Zabala seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Mayor Lambert read Ordinance 2019-02 by title:

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE AMENDMENT OF MOSCOW CITY CODE TITLE 4, CHAPTER 5; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; AND PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM THE DATE OF ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

8. Proposed Lot Division at 860 N Lincoln Street (ACTION ITEM) - Leah Carlson

The applicant, David Reed, is requesting a lot division for an 11,380 sf lot located at 860 N. Lincoln Street. The applicant is requesting the lot division 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. This was reviewed by the Public Works/Finance Committee on April 8, 2019 and the Committee directed the item to move forward for full City Council consideration without recommendation

PROPOSED ACTIONS: Approve the lot division request with no conditions; or approve the lot division request with conditions; or deny the lot division request; or take such other action deemed appropriate.

Carlson introduced the item as written above. Boland said a couple residents spoke at the Public Works/Finance Committee and were more concerned about the development phase. Boland moved, Bettge seconded to approve the lot division with no conditions. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

REPORTS

City Council

1912 Facilities – Boland said the Committee has been working on the second floor design and will report at Committee/Council next month.

Boland responded to letters the Council received from students from Lena Whitmore regarding trails on Moscow Mountain, absence of sidewalks, and animals at the Animal Shelter.

Moscow Arts Commission – Bettge said the Commission is working on the Artwalk forum which will incorporate poetry and the Idaho symphony; the C and Main Street public art RFP is being finalized; collaboration with MURA for Main Street public art at the First and Sixth intersections.

Palouse Basin Aquifer Commission – Zabala said their subcommittee reviewed a survey on how people feel about different factors like how much water, changes to water bill, etc.; collected at FM and in front of grocery stores

Transportation Commission – Zabala reported they had a discussion on projects for next year including impact of new developments to downtown parking and ebikes.

Mayor

Lambert said he is presenting bond information at different organizational meetings including Coffee With A Cop tomorrow. Weekly open houses are occurring at the Police Department. The MYAC members will be participating in the city wide cleanup Friday.

Staff

Riedner said the annual CEDA annual meeting will take place this week. The City Council strategic planning session is scheduled for next Tuesday. ASUI Town and Gown is April 25th.

ADJOURN

The meeting adjourned at 8:47 p.m.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

CITY COUNCIL STAFF REPORT

DATE: Monday, May 6, 2019



RESPONSIBLE STAFF

Bob Buvel

REVIEWED BY

This was reviewed by the Public Works/Finance Committee on April 22, 2019 and recommended for approval.

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

A Street and Almon Street ROW Purchase Agreement - Bob Buvel

DESCRIPTION

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.

STAFF RECOMMENDATION

Approve the 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.

PROPOSED ACTIONS

ACTION: Approve the 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.

FISCAL IMPACT

105-150-40-890-50 Right of Way Acquisitions. Funding for the acquisition of public right of way for Street related improvements not otherwise addressed through project or grant funding. (\$10,000)

PERSONNEL IMPACT

ATTACHMENTS

1. A Street future design at Dumas Seed Site 100FT EXHIBIT 11x17 - Curbside
2. Blum-PurchaseSaleAgreementRightofWayDedication;2019(clean)

**PURCHASE AND SALE AGREEMENT
FOR RIGHT-OF-WAY DEDICATION**

THIS PURCHASE AND SALE AGREEMENT FOR RIGHT-OF-WAY DEDICATION (hereinafter "Agreement") is entered into this _____ day of _____, 2019 ("Execution Date"), between Blum Enterprises, LLC, 3831 Highway 8, Troy, Idaho, 83871 (hereinafter "Seller"), and City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "City").

W I T N E S S E T H :

IT IS AGREED by and between the Parties as follows:

Section 1. Purchase and Sale of Right-of-Way Dedication

Seller agrees to sell and City agrees to purchase, on the terms and conditions of this Agreement, a Right-of-Way Dedication for public street, public utilities, and customary related public uses, real property situated in the County of Latah, State of Idaho, more particularly described as follows:.

A parcel of land located in Block 5 of Misses A.A. Lieuallen's Addition to the City of Moscow in the southwest corner of Section 7, Township 39 North, Range 5 West of the Boise Meridian, Latah County, State of Idaho, more particularly described as follows:

BEGINNING at the northeast corner of Lot 1, Block 5; Thence along the east line thereof, S 00°28'20" W, 18.84 feet; Thence N 44°31'40" W, 25.73 feet; Thence N 89°59'39" W, 121.64 feet; Thence N 00°28'02" E, 1.50 feet to a point on the south right-of-way line of 'A' Street; Thence along said right of way line, S 89°35'04" E, 139.82 feet to the POINT OF BEGINNING.

Said public street right-of-way parcel contains 307 square feet, more or less.

The sale made pursuant to this Agreement shall be subject to any and all applicable Federal, State and Local laws, orders, rules and regulations.

Section 2. Purchase Price.

The Purchase Price for the Right-of-Way Dedication is Six Dollars (\$6) per square foot to be paid by City to Seller.

Section 3. Payment of the Purchase Price.

The Purchase Price shall be paid by City, in the amount of One Thousand Eight Hundred Forty-Two Dollars (\$1,842) and shall be paid to Seller in cash, check, or by electronic funds transfer.

Section 4. Time.

City may exercise all rights and stated intended purposes as provided in Agreement after the Parties have executed this Agreement.

Section 5. Heirs and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, personal representatives, administrators and assigns of the Parties hereto.

Section 6. Entire Agreement.

It is understood and agreed that all understandings and agreements, whether written or oral, heretofore had between the Parties are merged in this Agreement, which alone fully and completely expresses their agreement, that neither Party is relying upon any statement or representation not embodied in this Agreement, made by the other, and that this Agreement may not be changed except by an instrument in writing signed by both Parties.

Section 7. Execution of Instruments.

The Parties hereto agree to execute, acknowledge and deliver such instruments as shall be proper and necessary to carry out and effectuate the undertakings of the Parties as expressed in this Agreement. This includes the execution and recording of the Deed of Dedication, as shown in Exhibit "A".

Section 8. Jurisdiction and Venue.

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.

Section 9. City's and Seller's Due Diligence Review of and Acceptance of the Agreement and Related Documents, and of the Subject Property.

City and Seller have exercised due diligence in their review of the Subject Property and the contract documents, and accept the same in reliance upon their own review. City and Seller have reviewed all documents related to this transaction, and have had the opportunity to consult with their own attorneys.

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate as of the date first herein written.

SELLER

CITY

Blum Enterprises, LLC

City of Moscow, Idaho

Noel Blum, Member/Owner

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Approved As To Form:

Mia Vowels, City Attorney

ACKNOWLEDGEMENT

STATE OF _____)
County of _____) ss.

On this _____ day of _____, 2019, before me, a Notary Public, personally appeared Noel Blum, Member/Owner, for Blum Enterprises, LLC, known to me to be the person named above, and acknowledged to me that he executed the foregoing document.

Notary Public for the State of _____
Residing at _____
My Commission Expires: _____

EXHIBIT "A"

DEED OF DEDICATION

THIS DEED OF DEDICATION by Blum Enterprises, LLC, 3831 Highway 8, Troy, Idaho, 83871 (hereinafter "GRANTOR"), for value received, does hereby convey and dedicate unto City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "GRANTEE"), for public street, public utilities, and customary related public uses, the following described real property situated in the County of Latah, State of Idaho, to-wit:

A parcel of land located in Block 5 of Misses A.A. Lieuallen's Addition to the City of Moscow in the southwest corner of Section 7, Township 39 North, Range 5 West of the Boise Meridian, Latah County, State of Idaho, more particularly described as follows:

BEGINNING at the northeast corner of Lot 1, Block 5; Thence along the east line thereof, S 00°28'20" W, 18.84 feet; Thence N 44°31'40" W, 25.73 feet; Thence N 89°59'39" W, 121.64 feet; Thence N 00°28'02" E, 1.50 feet to a point on the south right-of-way line of 'A' Street; Thence along said right of way line, S 89°35'04" E, 139.82 feet to the POINT OF BEGINNING.

Said public street right-of-way parcel contains 307 square feet, more or less.

Pursuant to Idaho Code § 50-1313, the City Council accepted and confirmed this Deed of Dedication on the ____ day of _____, 2019.

IN WITNESS THEREOF, GRANTOR and GRANTEE have hereunto set their hand and seal this ____ day of _____, 2019.

GRANTOR:

Blum Enterprises, LLC

Noel Blum, Member/Owner

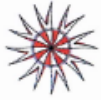
GRANTEE:

City of Moscow, Idaho

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk



Rim Rock Consulting, Inc.

PROFESSIONAL LAND SURVEYORS
GIS & MAPPING SERVICES

JOHN L. DUNN, PLS / ID, WA / CFDS
DUANE E. PRIEST, PLS / ID
MICHAEL E. DAHILN, PLS / ID, WA

PROPERTY DESCRIPTION FOR THE CITY OF MOSCOW A STREET R/W ACQUISITION

A parcel of land located in Block 5 of Misses A.A. Lievallen's Addition to the City of Moscow in the southwest quarter of Section 7, Township 39 North, Range 5 West of the Boise Meridian, Latah County, Idaho, described as follows:

BEGINNING at the northeast corner of Lot 1, Block 5;
Thence along the east line thereof, S 00°28'20" W, 18.84 feet.
Thence N 44°31'40" W, 25.73 feet;
Thence N 89°59'39" W, 121.64 feet;
Thence N 00°28'02" E, 1.50 feet to a point on the south right of way line of A Street;
Thence along said right of way line, S 89°35'04" E, 139.82 feet to the **POINT OF BEGINNING**.

Containing 307 square feet, more or less.

This description was prepared by John L. Dunn on January 24, 2018.



129 West 3rd Street, #102 • Moscow, ID 83843
(208) 883-5339 phone • (208) 883-4309 fax
rimrock@rimrockconsulting.net



A Division of Land Located in Lots 1-B & 19-36 of Block 5 of Misses Lienell's Addition to the City of Moscow Section 7 T39N, R5W, Boise Meridian Latah County, Idaho



- 1st 50' x 50' strip near W. Main St. (S. 101 St.)
- Found Property Corner as Described
- Calculated Position - Noting Found or Set
- ✚ Found Section or 1/4 Section Corner

- (M) Measured
(P) National Per Measur Location Addition to the City of Moscow
(S) Subject Property Boundary Line
Section Line
Section Line
Section Subdivision Line
1/4 Unit
City Street Centerline
City Street Right of Way Line

The Basin & Range province is a tectonic province of the western United States, extending from the Gulf of California in the south to the Snake River Plain in the north. The Basin & Range province is a tectonic province of the western United States, extending from the Gulf of California in the south to the Snake River Plain in the north.

- ### SURVEY REFERENCES
1. Warranty Deed rec. No. 473350
 2. Maps/Leases Addition to the City of Watson, Book 3, Page 23424, 1903
 3. Record of Survey, Instrument No. 3650324, LS 3003, 1966
 4. Record of Survey, Instrument No. 3644441, LS 912, 1966
 5. Record of Survey, Instrument No. 532014, LS 127324, 2009

1. The purpose of this survey is to locate and measure the properties described as Parcel 1 by Shari Friedmann and the Ancient Rights of Way Acquisition for the City of Houston.

This map correctly represents a survey made by me or under my direction in accordance with the Survey Relicensing Act and at the request of the
 Esplanade, U.C. in February, 2010.



RTM ROCK CONSULTING, INC.
 (and Consulting
 by Retiring
 Applying)



PURCHASE AND SALE AGREEMENT FOR RIGHT-OF-WAY DEDICATION
BLUM ENTERPRISES, LLC AND CITY

COMMITTEE STAFF REPORT

DATE: Monday, May 6, 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 - 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.

The Public Works / Finance Committee considered and recommended approval on April 22, 2019.

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.

PROPOSED ACTIONS

PROPOSED ACTIONS: Approve 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.

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"):

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. 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, judgements 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 83851

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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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

Nathanial E. Alexandrakis

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

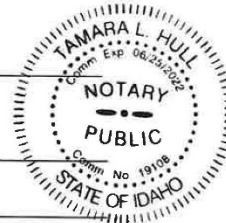
Post Falls, ID 83854
City and State

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

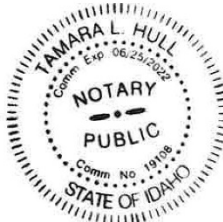
6325 E PoleLine Ave
Address

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 Alexandrich

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

Sixtytwo thousand 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

Nathanial E. Alexandrine

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

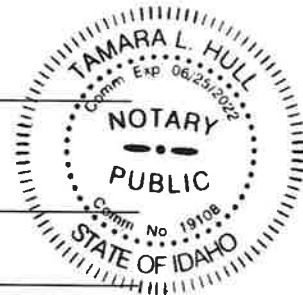
Post Falls, ID 83854
City and State

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.

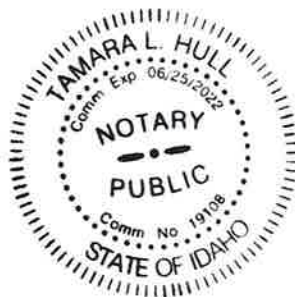
Renegade NW Inc.
Name of Contractor

6325 E Pole Line 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 (\$) 77,236.00
(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

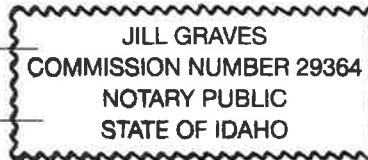
MOSCOW ID
City and State

By: [Signature]
(Signature)

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

Commission expires:

Jill Graves
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

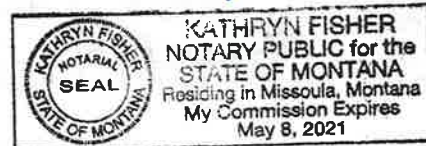
3635 W BROADWAY
Address

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.

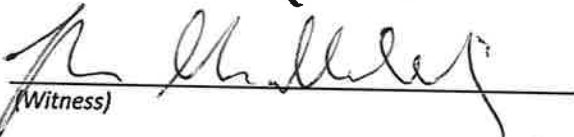
Any singular reference to Contractor, Surety,
Owner or other party shall be considered plural
where applicable.

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.

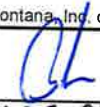
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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.

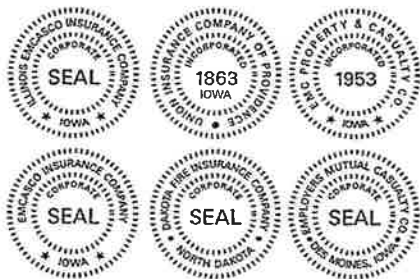
AUTHORITY FOR POWER OF ATTORNEY

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

CITY COUNCIL STAFF REPORT

DATE: Monday, May 6, 2019



RESPONSIBLE STAFF

Tyler Palmer, Deputy Director - Operations

REVIEWED BY

Public Works/Finance Committee

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

2019 Pavement Management Program: Slurry Seal Bid Award - 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.

This was reviewed by the Public Works/Finance Committee April 22, 2019 and recommended for approval.

STAFF RECOMMENDATION

Accept 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

ACTION: Accept the 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.

FISCAL IMPACT

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

PERSONNEL IMPACT

ATTACHMENTS

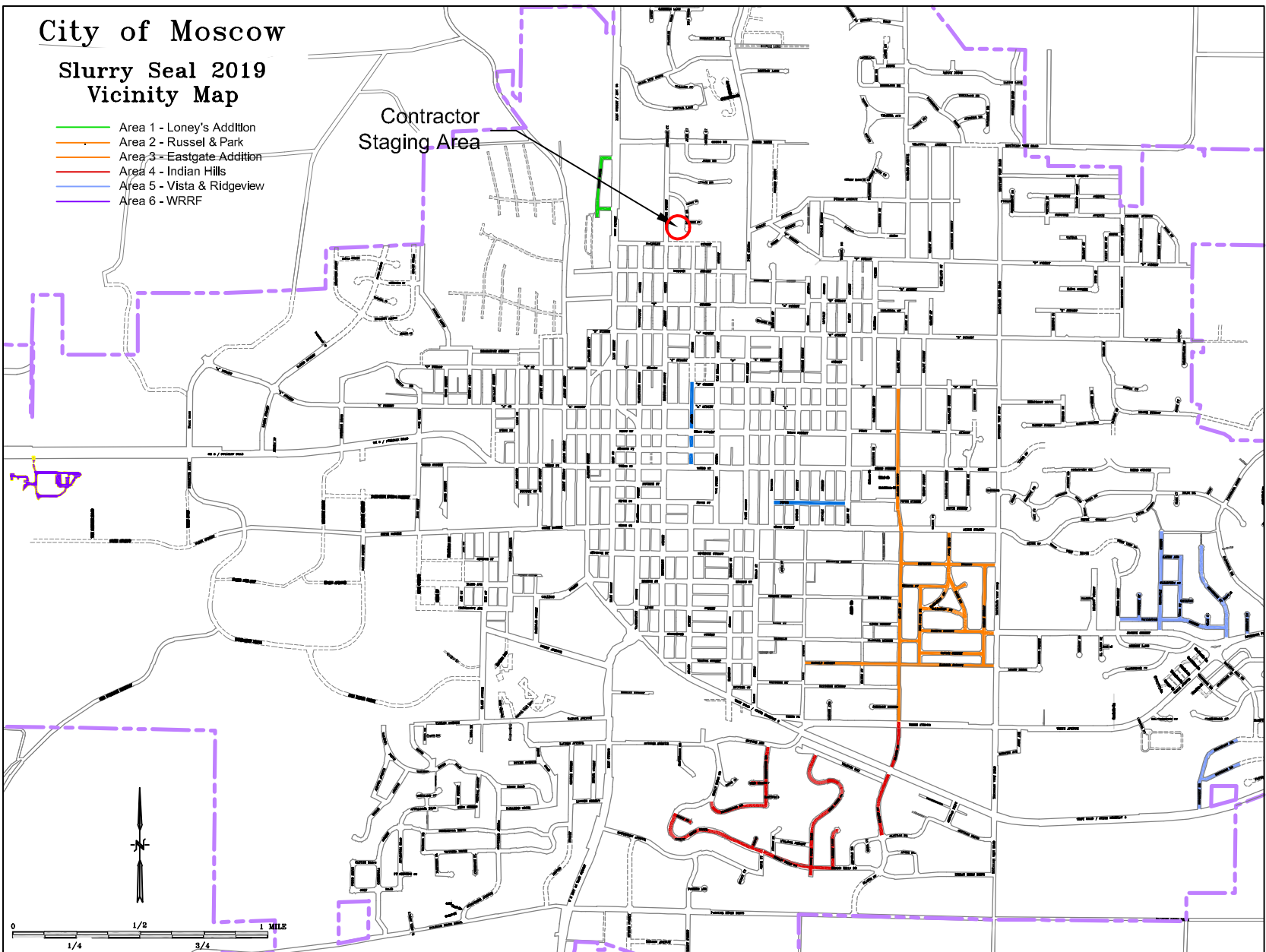
1. 2019 Slurry Seal Locations
2. Slurry Seal - 2019 Bid Tabulation
3. ConstructionAgreement-BlacklineInc;SlurrySeal(2019)(pm1)clean

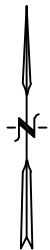
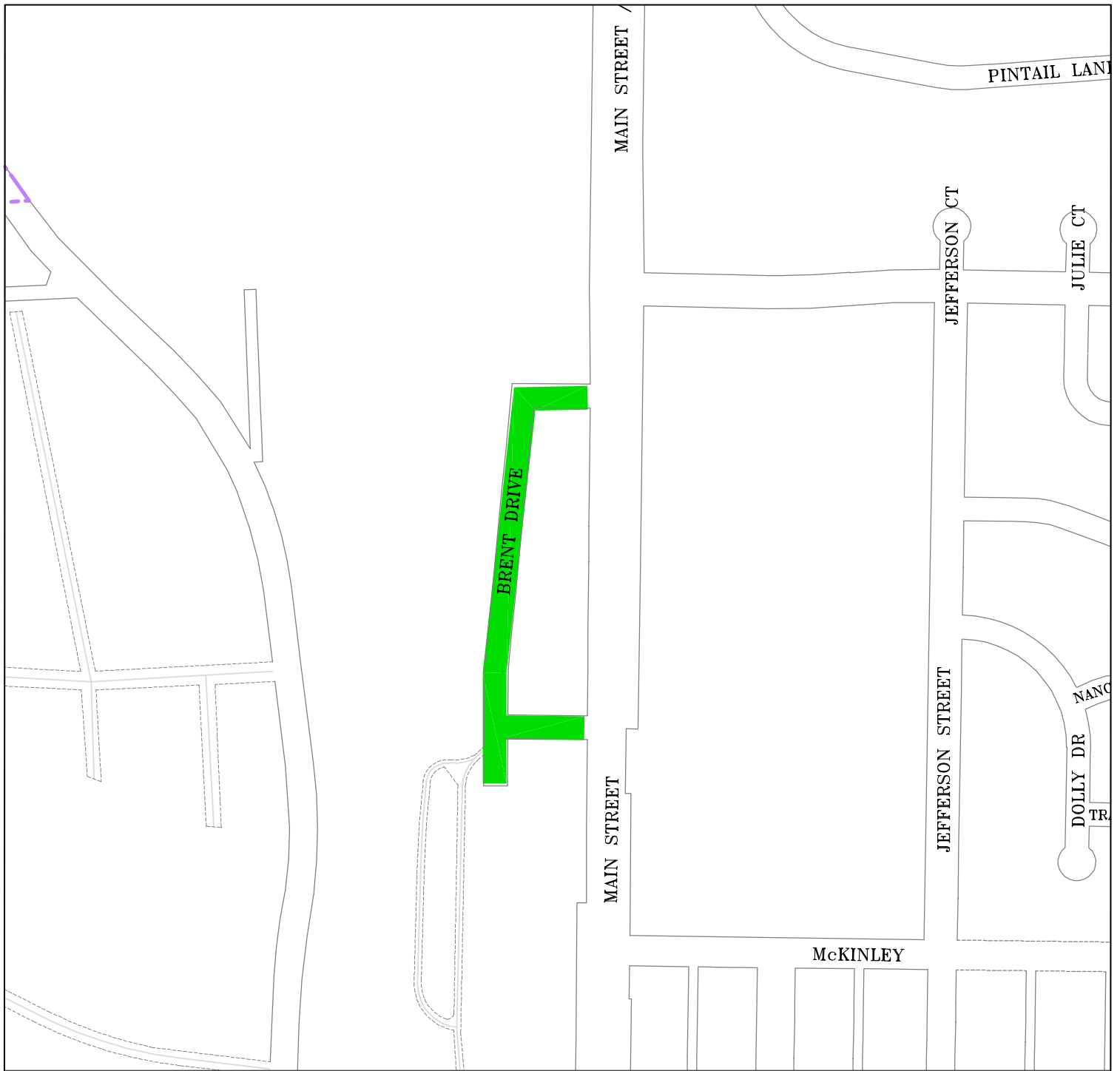
City of Moscow

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

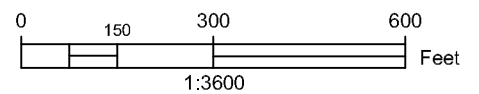
Contractor
Staging Area

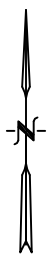




City of Moscow Slurry Seal 2019

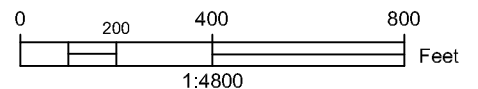
Area 1 - Loney's Addition





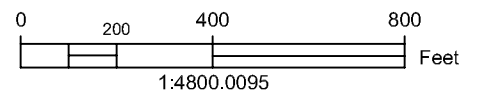
City of Moscow Slurry Seal 2019

Area 2 - Russel & Park

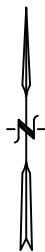
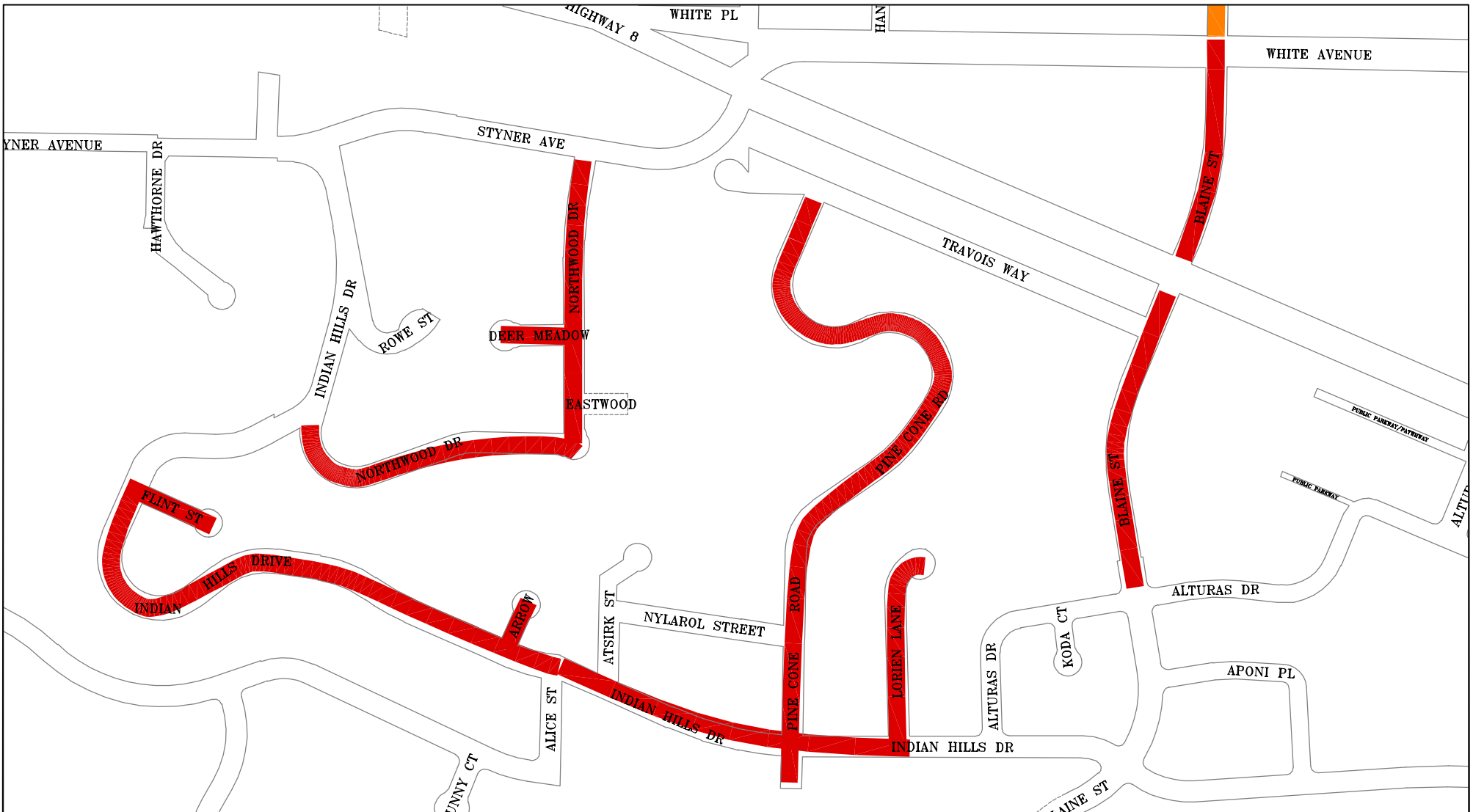




City of Moscow Slurry Seal 2019

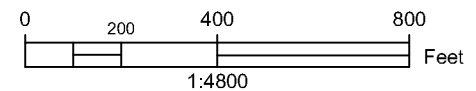


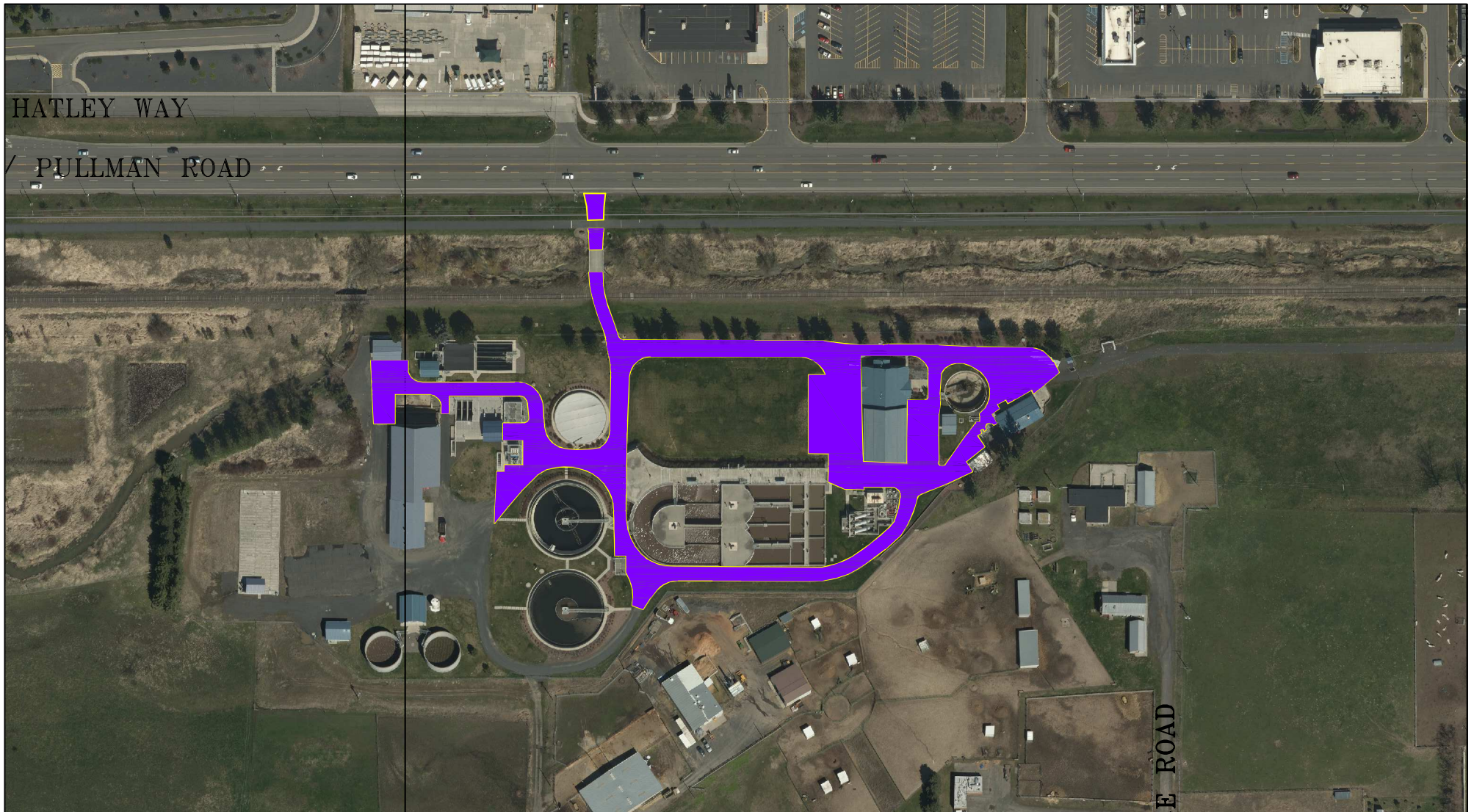
Area 3 - Eastgate Addition



City of Moscow Slurry Seal 2019

Area 4 - Indian Hills





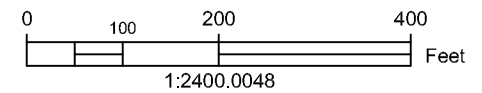
HATLEY WAY
/ PULLMAN ROAD

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

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

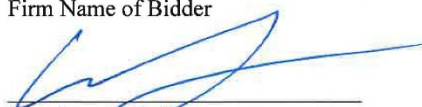
<u>Item No.</u>	<u>Description</u>	<u>Quantity & Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Asphalt Slurry Seat Coat Type II	149,500 SY	\$ <u>1.69</u>	\$ <u>252,655</u>
BID TOTAL				\$ <u>252,655</u>

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

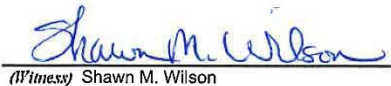
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the 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

CITY COUNCIL STAFF REPORT

DATE: Monday, May 6, 2019



RESPONSIBLE STAFF

Tyler Palmer, Deputy Director - Operations

REVIEWED BY

Public Works/Finance Committee

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

2019 Pavement Management Program: Asphalt Rubber Chip Seal Bid Award - 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.

This was reviewed by the Public Works/Finance Committee on April 22, 2019 and recommended for approval.

STAFF RECOMMENDATION

Accept 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

ACTION: Accept 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.

FISCAL IMPACT

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

PERSONNEL IMPACT

ATTACHMENTS

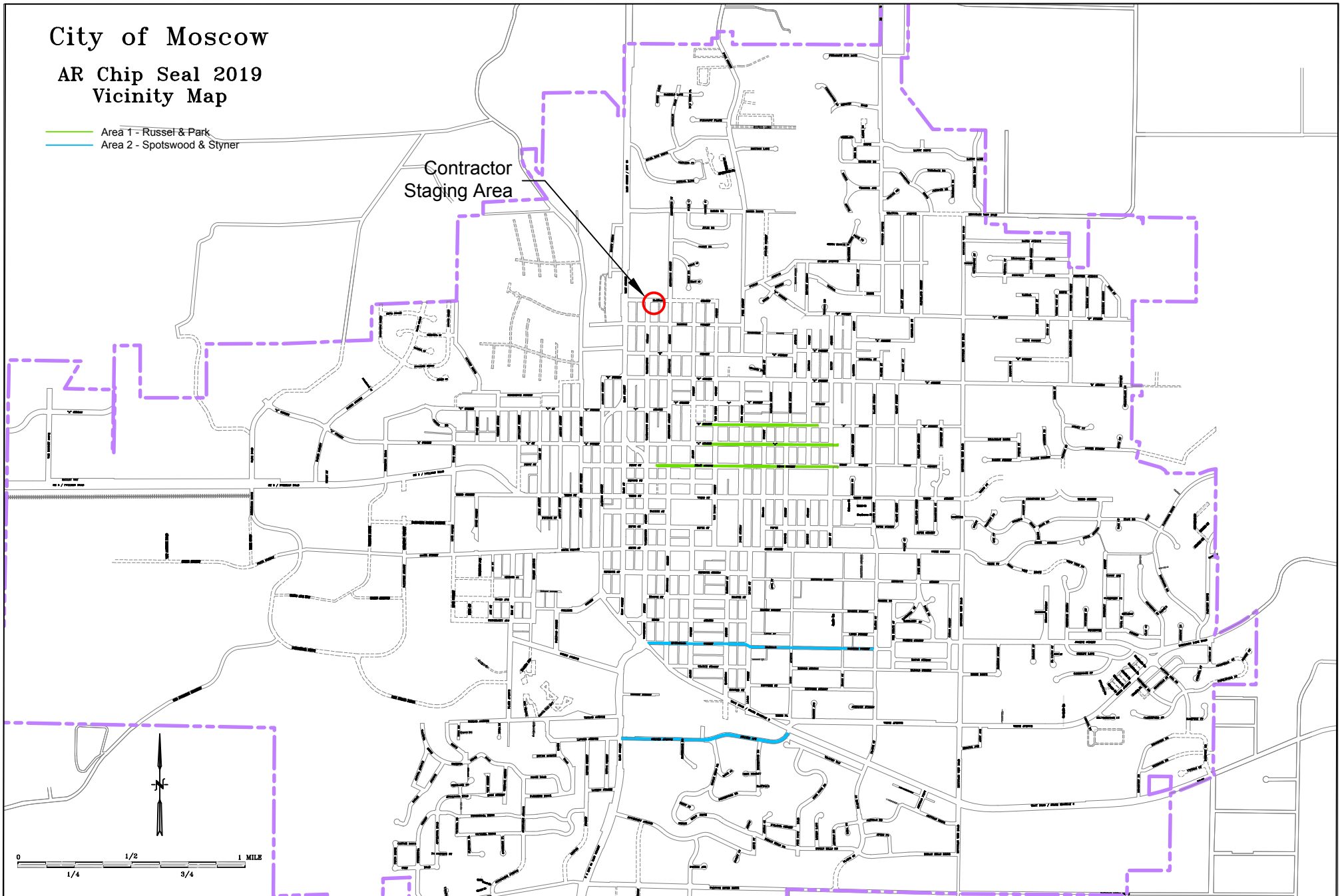
1. 2019 AR Chip Seal Locations
2. 2019 Asphalt Rubber Chip Seal Bid Tabulation
3. ConstructionAgreement-IntermountainSlurrySealInc;ARChipSeal(2019)(pm1)clean

City of Moscow

AR Chip Seal 2019 Vicinity Map

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

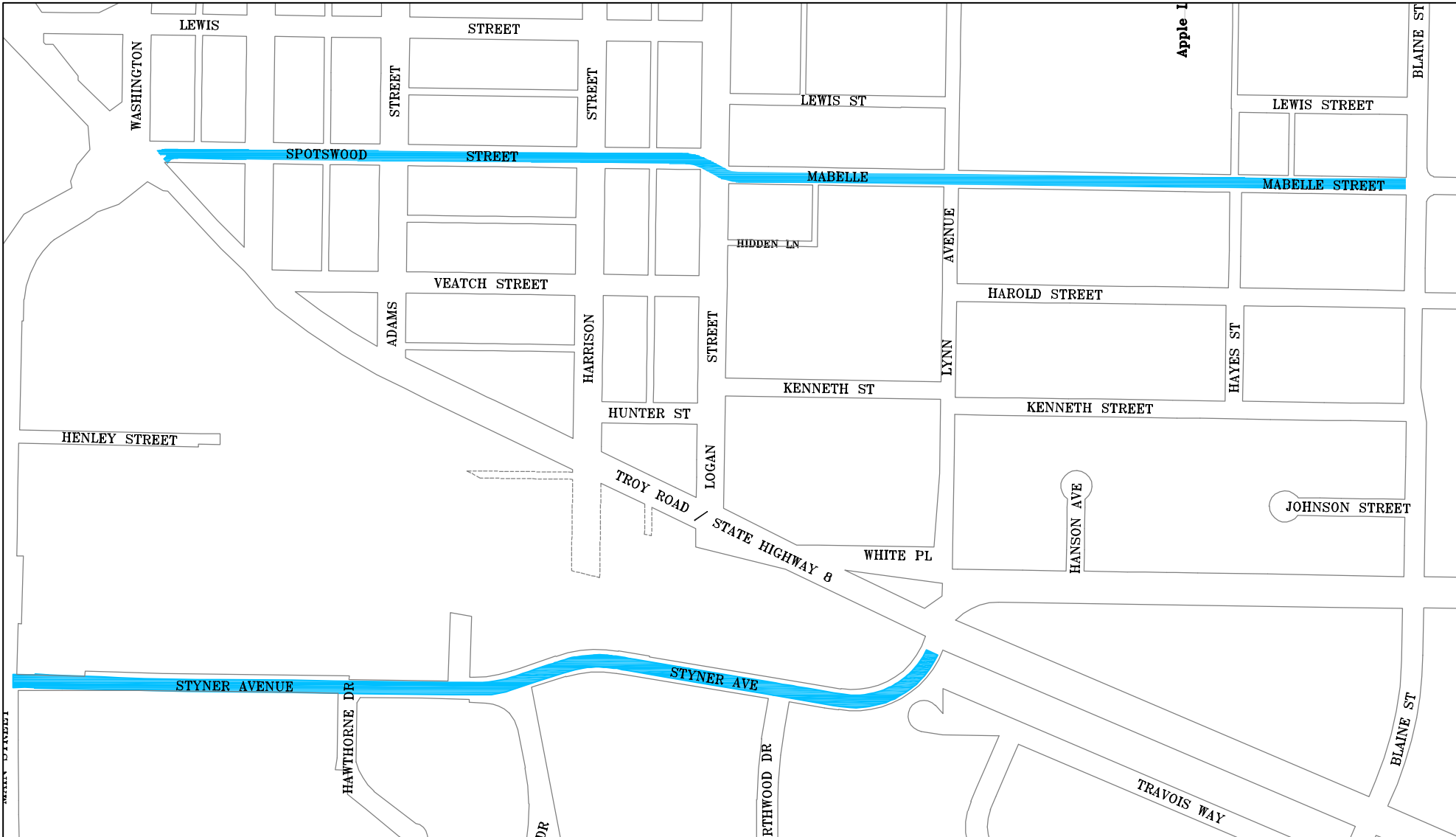
Contractor
Staging Area



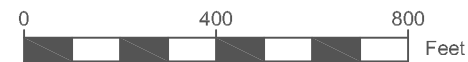


City of Moscow
AR Chip Seal 2019
Area 1 - Russel & Park





City of Moscow
AR Chip Seal 2019
Area 2 - Spotswood & Styner



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

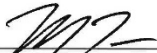
ASPHALT RUBBER CHIP SEAL - 2019

<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)

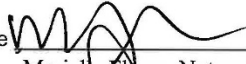
On April 8, 2019 before me, Mariella Flores, Notary Public
(insert name and title of the officer)

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
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
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
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

CITY COUNCIL STAFF REPORT

DATE: Monday, May 6, 2019



RESPONSIBLE STAFF

Gary Riedner, City Supervisor

REVIEWED BY

This was reviewed by the Public Works/Finance Committee on April 22, 2019 and recommended for approval.

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

2018 Water and Sewer Rate Study Contract - 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

Approve 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

ACTION: Approve 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.

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;WaterSewerSvcsRateStudy(Clean)4.19 lnh

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”).

WITNESSETH:

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 Analyst	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 & (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

CITY COUNCIL STAFF REPORT

DATE: Monday, May 6, 2019



RESPONSIBLE STAFF

Gary Riedner, City Supervisor

REVIEWED BY

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Appeal of License Denial from Happy Horizons Childcare (ACTION ITEM) - Gary J. Riedner

DESCRIPTION

On April 9, 2019, Connie Salisbury, on behalf of Happy Horizons Childcare applied for a license to operate a daycare business to be located at 1428 S Blaine Street (Real Life Ministries). Upon review of the daycare application and regulations, it was determined by City staff that Happy Horizons Childcare does not meet the requirements of Moscow City Code Title 9, Section 10-19.A.2.g which states, in part: "The Day Care Facility shall provide open space for outdoor play. A minimum of one hundred (100) square feet per child is required. This area shall be adjacent to the Day Care Facility and shall provide a safe play area that can be easily maintained and is accessible for use by children." The required open space for outdoor play is not adjacent to the daycare facility. Because of the failure of the applicant to comply with this regulation, license was denied. Pursuant to MCC Title 9, Section 10-15, the applicant filed an appeal of the denial to the City Council. After hearing the appeal, the City Council has the discretion to uphold the denial of the license, or may direct the City Clerk to issue the license upon a finding of good cause.

STAFF RECOMMENDATION

No recommendation.

PROPOSED ACTIONS

PROPOSED ACTIONS: Consider merits of the appeal and uphold the denial of the license; or upon a finding of good cause for the issuance of the license, direct the City Clerk to issue a daycare facility license to Happy Horizons Childcare; or take other such action deemed appropriate.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Happy Horizons Application and map
2. Happy Horizons Denial Letter
3. Happy Horizons Appeal Letter
4. Happy Horizons Appeal Hearing Date Notice
5. MCC T9C10

CITY OF MOSCOW
DAYCARE FACILITY LICENSE – NEW APPLICATION

License Expires Annually on March 1st



THE CITY OF MOSCOW REQUIRES:

1. A processing fee with this application (See fees below).
2. A site plan of the facility and grounds.
3. List of all owners, directors, staff and individuals thirteen (13) years or age or older residing at the premises.
4. Proof of Current Certificate of Insurance with the City of Moscow as an additional insured.

Business Name: Happy Horizons Childcare (a non-profit income based daycare)

Name of Operator/Director: Salisbury Connie E
LAST FIRST MIDDLE

Business Address: 1428 S. Blaine St Moscow ID 83843
STREET CITY STATE ZIP

Facility Phone #: 509-595-3145 Operator/Director Cell #: 509-595-3145

Email: csalisbury11@hotmail.com

Are you the legal property owner? [] YES [X] NO (will be leasing property)

If you answered "NO" above, please list the legal property owner and contact information:
Real Life Ministries, Eastside Holdings Josh Gray
208-874-3267

TYPE OF FACILITY:

- | | | |
|-----|---------------------------------------|-----------------|
| [] | Family Day Care (5 or fewer children) | \$75.00 |
| [] | Group Day Care (6 to 12 children) | \$100.00 |
| [] | Small Day Care (13 to 20 children) | \$125.00 |
| [X] | Large Day Care (21 or more children) | \$150.00 |

CHILD-STAFF RATIOS:

A minimum of 1 director and/or staff for every 10 points or any fraction in excess thereof shall be maintained at all times on the premises: indoors, outdoors, on field trips and during rest periods.

Age of Child	Points Per Child
0 to less than 2 years	3
2 to less than 3 years	2
3 to less than 5 years	1
5 to less than 7 years	0.83
7 to less than 13 years	0.66
13 years and over	0 (zero)

TBD TOTAL NUMBER OF CHILDREN ENROLLED AT FACILITY

TBD MAXIMUM NUMBER OF CHILDREN IN ATTENDANCE AT ANY ONE TIME

TBD TOTAL LICENSED STAFF

(Continue to next page)

FACILITY SPECIFICATIONS

Zoning classification of property: Motor Business

Height of building (# of stories): one story (18.5 ft)

Size of structure (Sq. Footage): 26,374 (includes Real Life Ministries)

Sq. Footage of open space for outdoor play area: TBD-outdoor, Indoor*160 sq ft.

Off-street parking spaces: 229

Will basement be used in operation: ☐ YES ☒ NO ☒ N/A **to be expanded.*

Will any area above first floor be used: ☐ YES ☐ NO ☒ N/A

Is structure's principal use residential? ☐ YES ☒ NO

READ CAREFULLY: I hereby certify that I possess the qualifications and paid the appropriate sum in conformity with the laws of the City of Moscow and State of Idaho and declare that each and every statement made is true, correct, and complete.

Connie Salisbury
Operator / Director Signature

4/4/19
Date

*Note: We plan to address outdoor play space area offsite, i.e. Kiwanis Park.

THIS SPACE FOR OFFICE USE ONLY:

Date fees paid: _____ Current Certificate of Insurance on file ☐ YES ☐ NO

Inspection approval: Fire Marshal ☐ Building ☐ Health ☐

Building Inspector: _____

Electrical Inspector: _____

Fire Marshal: _____

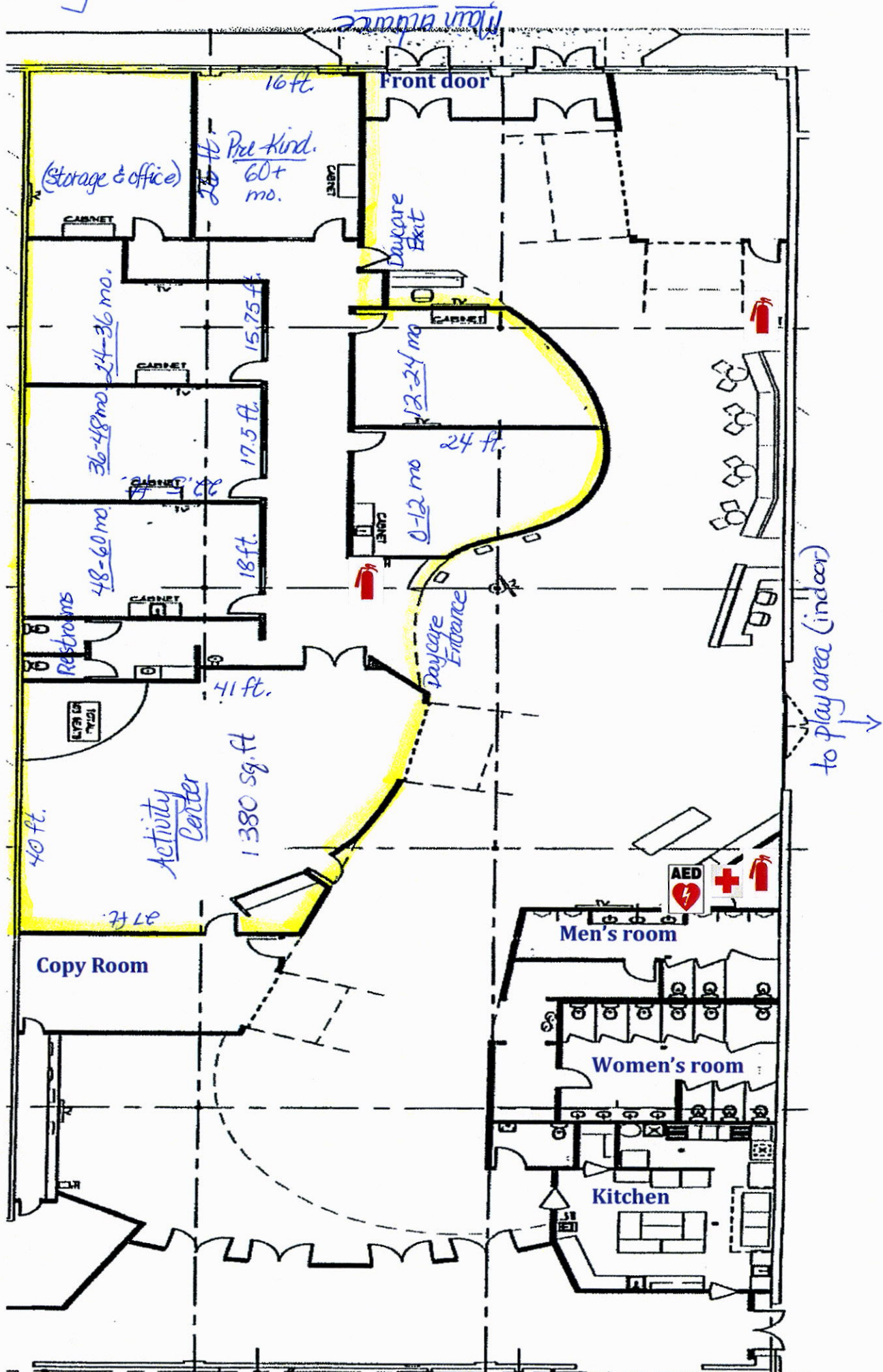
Zoning: _____

Updated 8/23/2016

*See the following pages to assist with your list of Employees and other positions.
You may attach your own list if that is more convenient.*

Parking lot ↑

Daycare - yellow area





City of Moscow

221 E Second St
Moscow ID 83843
Phone (208) 883-7022
Fax (208) 883-7033

Permit Number: DCF2019-0015

FEES / RECEIPT

Date: Wednesday, April 10, 2019

OWNER: EASTSIDE HOLDINGS LLC
1420 S BLAINE ST
MOSCOW, ID 83843

Type: LARGE DAY CARE (21+ CHILDREN)

Address: 1428 S BLAINE ST, MOSCOW

FEE SUMMARY

Date	Description	Fee Amount	Paid	Balance Due
04/09/2019	DAY CARE FACILITY LICENSE	\$150.00	(\$150.00)	\$0.00
	Total Due:	\$150.00	(\$150.00)	\$0.00

NOTICE: Fee charges at submittal are partial payments only. Final fees will be assessed after review of plans and other project data is completed.

PAYMENT TRANSACTIONS

DATE	RECEIPT #	METHOD	PAYEE/COMMENT	AMOUNT
04/09/2019	REC011206	CHECK - 5266	REAL LIFE ON THE PALOUSE	(\$150.00)
		101-000-00-421-12	Day Care Facility License	(\$150.00)



Heart of the Arts

Bill Lambert
Mayor

Jim Boland
Council President

Brandy Sullivan
Council Vice-President

Art Bettge
Council Member

Kathryn Bonzo
Council Member

Gina Taruscio
Council Member

Anne Zabala
Council Member

Gary J. Riedner
City Supervisor

City of Moscow, City Hall
c/o Gary J. Riedner, City Supervisor
206 East 3rd Street
P.O. Box 9203
Moscow ID 83843
Phone (208) 883-7000
Fax (208) 883-7018

Website: www.ci.moscow.id.us
Hearing Impaired (208) 883-7019

HAND DELIVERED

April 10, 2019

Connie Salisbury
1428 S. Blaine St
Moscow, ID 83843

RE: Day Care Facility License at 1428 S. Blaine St

Dear: Ms. Salisbury,

This letter is to inform you that your Daycare Facility application has been **Denied**. Moscow City Code 9-10-19(A)(2)(g) states, in part:

"The Day Care Facility shall provide open space for outdoor play. A minimum of one hundred (100) square feet per child is required. This area shall be adjacent to the Day Care Facility and shall provide a safe play area that can be easily maintained and is accessible for use by children."

In your application, it does not appear the required open space is adjacent to the Daycare Facility. There is no provision in the ordinance or regulations for a Facility to provide the open space in an area not contiguous to the daycare facility. Because you have not demonstrated that you can meet the requirements established in the City Code, your application is denied.

Please be advised you have the right under the Moscow City Code 9-10-15 to appeal this decision to the Moscow City Council. The City Council is empowered to direct the City Clerk to issue a license which has been denied upon a finding of "good cause" for the issuance of the license. Any appeal should be made in writing and delivered to the City Clerk within ten (10) days from the date of this letter. Once your appeal is received, a time and place for your hearing before the City Council will be set. You will be informed of the hearing date in writing, at least five (5) calendar days prior to such hearing.

Please do not contact the Mayor or any Council member regarding your appeal. Such ex parte communication may result in the disqualification of the person you contact.

Furthermore, should you be successful with your appeal, you would still need to go through the process of applying for a conditional use permit to have a daycare in the requested location as we have discussed.

If you have questions, clarifications, or additional information you believe would show this decision to be in error, please contact me (883-7022) or City Attorney Mia Vowels (883-7026).

Sincerely,

Corey O'Brien
Deputy City Clerk

C: Gary J. Riedner, City Supervisor
Mia Vowels, Moscow City Attorney

HAPPY HORIZONS CHILDCARE

Eastside Market Place - 1428 South Blaine Street - Moscow, Idaho 83843
(509) 595-3145

April 17, 2019

Bill Lambert, Mayor and
Moscow City Council
206 East Third Street, PO Box 9203
Moscow, ID 83843

Re: Appeal of Denial of Day Care Facility License at 1428 S. Blaine Street, Moscow

Dear Mayor Lambert and Moscow City Council:

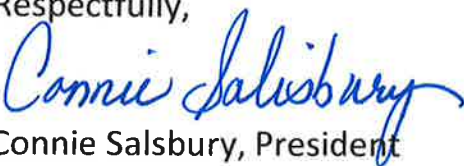
This letter is an official request to **appeal** the "Denial" of our application for a Day Care Facility License for "Happy Horizons Childcare" dated April 10, 2019, from Corey O'Brien, Deputy City Clerk, in the City of Moscow, Community Development Department.

Based on the letter from Ms. O'Brien, it is our understanding the license was denied because our proposed day care facility does not have open space for outdoor play adjacent to the building. However, we are proposing to locate an outdoor play area in the current green space (see attached aerial map) which is approximately 2,634 square feet located near the entrance of the building. Upon approval of a license, we would install a security fence around the proposed area and post hours it would be reserved for daycare play only.

There is a great need for additional daycare operations in Moscow as there are wait lists at many of the current facilities. Our goal is to support the community and we would like to provide quality affordable daycare in a centralized location to assist parents living and/or working in Moscow.

We would like the opportunity to present our plan and request to you and the City Council at your next public meeting. We want to thank you in advance for your consideration of our request. Please feel free to contact me with questions at 509-595-3145.

Respectfully,



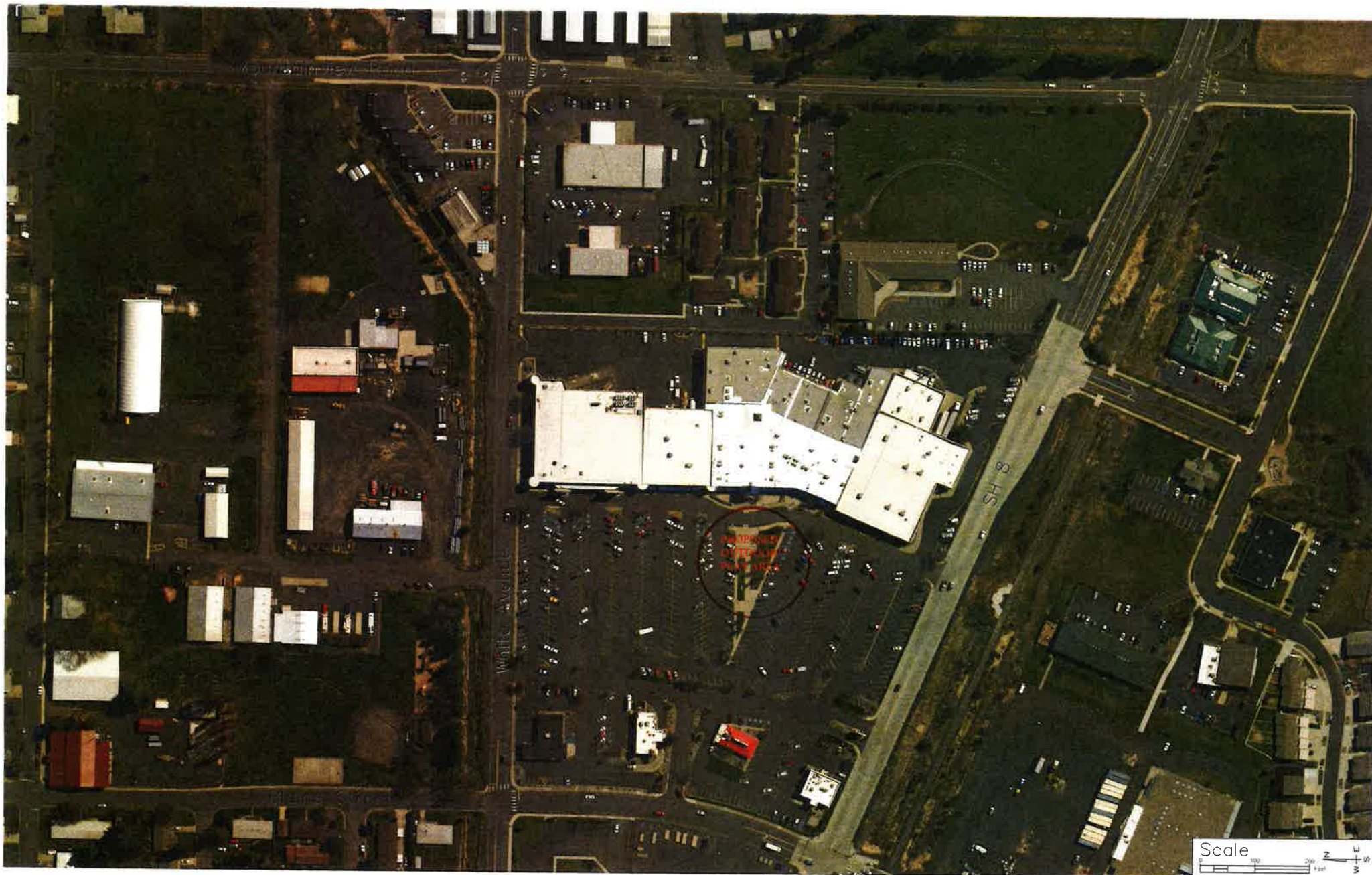
Connie Salisbury, President
Happy Horizons Childcare

Attachment: Aerial Map

RECEIVED

APR 17 2019

City of Moscow





Heart of the Arts

April 30, 2019

PICKUP

Connie Salsbury
1428 S. Blaine St
Moscow ID 83843

Re: City of Moscow Daycare Facility License Appeal

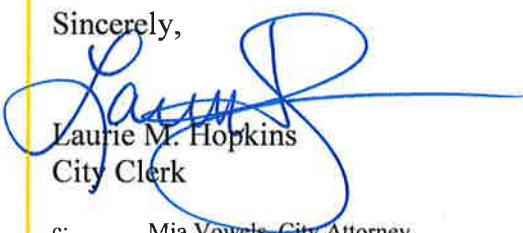
Dear Ms. Salisbury:

The City received your letter of appeal of the denial of your daycare facility application at 1428 S Blaine Street on April 17, 2019 and your corresponding fee on April 24, 2019. Staff has scheduled your appeal hearing before the City Council for Monday, May 6, 2019. The meeting begins at 7:00 p.m. in the Council Chambers, on the second floor of City Hall at 206 E 3rd Street.

At the appeal hearing, the applicant, person appealing, or their representative is required to appear in person and offer evidence pertinent to the denial of the license. Failure to appear shall result in the automatic denial of such appeal per Moscow City Code Title 9, Chapter 10-15.D.

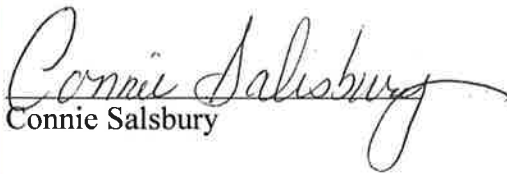
If you have any questions or need further information, please contact me at 883-7015.

Sincerely,


Laurie M. Hopkins
City Clerk

c: Mia Vowels, City Attorney
Justin Goodwin, Building Official
Corey O'Brien, Permits Coordinator

By signing below, I waive the five business day hearing notice required in Moscow City Code Title 9, Chapter 15.


Connie Salsbury

City of Moscow, City Hall
c/o Gary J. Riedner, City Supervisor
206 East 3rd Street
P.O. Box 9203
Moscow ID 83843
Phone (208) 883-7000
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Chapter 10

MOSCOW DAY CARE ORDINANCE

Sec. 10-1:	Short Title
Sec. 10-2:	Purpose
Sec. 10-3:	Definitions
Sec. 10-4:	License or Registration Required
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Sec. 10-6:	Temporary Licenses
Sec. 10-7:	Investigation
Sec. 10-8:	Denial of License
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Sec. 10-10:	Fee
Sec. 10-11:	Day Care Facility License Renewal
Sec. 10-12:	Day Care Provider License Renewal
Sec. 10-13:	License Revocation and Duty to Notify of Ineligibility
Sec. 10-14:	Notice
Sec. 10-15:	Appeals
Sec. 10-16:	Insurance and Liability; Prepayment
Sec. 10-17:	Health Requirements
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Sec. 10-19:	Standards
Sec. 10-20:	Child-Staff Ratios
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Sec. 10-22:	Penalties and Additional Fees

Sec. 10-1. Short Title.

This Chapter shall be known as the Moscow Day Care Ordinance.
(Ord. 2010-05, 03/01/2010)

Sec. 10-2. Purpose.

It is hereby declared to be the purpose of this Ordinance to establish a minimum City-wide system for the protection of children receiving Day Care services. This system is intended to establish minimum standards while still leaving primary responsibility for evaluation and selection of Day Care services with parents. Every person and/or facility providing Day Care, as defined by this Chapter, is encouraged to

become licensed. An additional purpose of this Ordinance is to exercise the authority granted to the City to adopt an ordinance for regulation and/or licensing of Day Care services at least as stringent as the requirements of the basic Day Care license in Idaho Code Title 39, Chapter 11. The City hereby exercises the authority granted by the State to the City to require a limited criminal history background check at least as extensive as that required by Idaho Code Title 39, Chapter 11. Nothing in this Chapter shall be construed to limit or restrict the teaching of religious doctrines, values, or tenets in a Facility licensed under the provisions of this Chapter.

(Ord. 2009-25, 12/21/2009; 2010-13, 07/06/2010; 2011-06, 06/20/2011)

Sec. 10-3. Definitions.

For the purposes of this Chapter, the following terms, phrases, words and derivations shall have the meaning given herein. When consistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

- A. *Applicant.* A Person who submits to the City an application for a license or the renewal of a license individually or in behalf of a corporation, partnership or association to provide, conduct, operate, maintain, or be employed at a Day Care Facility under this Chapter.
- B. *Child.* An individual who is under the age of eighteen (18) years, including an individual who is related by blood, adoption or who is otherwise the charge of any individual providing Day Care. The age of a child shall be determined by their date of birth.
- C. *Day Care.* Direct care and supervision of children provided for compensation during part of a twenty-four (24) hour day. For purposes of this Chapter, Day Care shall not include any arrangement for the care of Related children;

however, a Day Care License shall be required pursuant to this Chapter where the total number of children who are not Related and who are provided direct care and supervision in a home or Facility exceeds five (5) children.

- D. *Day Care Facility.* Any business, place of business, home, residence, or establishment which provides Day Care. This definition includes any Premises, location, play area, playground, organization, institution, partnership, public school, private school, home, residence, dwelling, group home, foster home, place or facility whether such business or concern calls itself a mini school, kindergarten, nursery, preschool, club, cooperative, mother's-day-out, after school program, all-day kindergarten program, a kindergarten plus program, learning center or any other business whose activity is the same or substantially similar to a Day Care operation or concern. The definition of Day Care Facility shall not include:
1. Any institution, school or facility operated by or under the direction of the State of Idaho by any agency or political subdivision of the State of Idaho or by any other public body or public entity, except for an after school program or the like.
 2. Any preschool, elementary, junior high, or high school licensed and designated as such by the State of Idaho, except for an after school program or the like.
 3. Any medical or hospital facility operated pursuant to license issued by the State of Idaho.
 4. Any day camp, summer camp, sports camp, or similar program designed primarily for children to attend, as long as such camp or program does not exceed a total of twelve (12) weeks during a calendar year, or not more often than once a week.
 5. The occasional care of a neighbor's, relative's, or friend's child or children by a person not ordinarily in the business of providing Day Care.
 6. The operation of a private school or religious school for educational purposes for children over four (4) years of age or a religious kindergarten.
 7. The provision of Day Care exclusively for children of parents who are simultaneously in the same building as such children.
- E. There shall be four classifications of Day Care Facility:
1. *Family Day Care Facility.* A Day Care Facility providing Day Care for five (5) or fewer children;
 2. *Group Day Care Facility.* A Day Care Facility providing Day Care for six (6) to twelve (12) children;
 3. *Small Day Care Facility:* A Day Care Facility providing Day Care for thirteen (13) to twenty (20) children; and
 4. *Large Day Care Facility.* A Day Care Facility providing Day Care for twenty-one (21) or more children.
- F. *Day Care Poster.* An informational sign provided by the City for prominent display in every licensed Day Care Facility.
- G. *Director.* An adult who has primary responsibility for the day-to-day operations and/or management of a Day Care Facility.
- H. *Licensee.* A Person who holds a current and valid license issued by the City for operation of a Day Care Facility.
- I. *Owner.* Any Person with a financial or proprietary interest of any kind in a Day Care Facility.
- J. *Person.* Any individual, group of individuals, association, firm, partnership or corporation.
- K. *Premises.* A structure, facility, yard, play area, or any part of a structure, facility, yard, or play area where any Day Care is provided.

- L. *Preschool.* A place of structured instruction and where such place is not operated by or under the direction of the State of Idaho by any agency or political subdivision of the State of Idaho or by any other public body or public entity where learning and knowledge is imparted to children in preparation for public and/or private education (whether or not meals are served and/or a sleeping area is provided).
- M. *Related.* A niece, nephew, first generation cousin, grandchild, brother, sister, half-brother, half-sister, step-brother, step-sister, son, daughter, step-son, step-daughter, who is related either by blood, adoption, or marriage to the Day Care provider or pursuant to a legal guardianship.
- N. *Registered Day Care Provider.* A Family Day Care Facility providing Day Care to four (4) or five (5) children that complies with all requirements to operate a “family day care home”, as defined in Title 39, Chapter 11 of the Idaho Code, or any person working in such Facility.
- O. *Staff.* Every individual who provides Day Care at a Day Care Facility; every employee or other individual who has unsupervised direct contact with children who attend a Day Care Facility; and every individual providing Day Care for more than twelve (12) hours in any one (1) month period (whether or not such individual is directly supervised or receives compensation).
- P. *Volunteer.* Every individual who provides service in a Day Care Facility (whether or not directly supervised) no more than twelve (12) hours in any one (1) month period and without any express or implied promise of compensation.

(Ord. 2005-06, 02/07/2005; 2009-25, 12/21/2009; 2010-13, 07/06/2010; 2011-06, 06/20/2011; 2012-20, 09/17/2012)

Sec. 10-4. License or Registration Required.

- A. No Person shall maintain, operate, or permit to be operated within the City, any Day Care Facility, as herein defined unless a current and valid Day Care Facility license or certificate of registration has been issued by the City as provided herein.
- B. No Person shall maintain, operate, or permit to be maintained or operated, a Day Care Facility on Premises under such Person’s control unless all necessary licenses and/or registration for such operation shall have been so obtained and remain in effect.
- C. Every Person who provides Day Care at a licensed Day Care Facility, other than a directly supervised Volunteer as defined in this Chapter, shall apply for a license within five (5) business days of the first day of employment at such licensed Day Care Facility. A Volunteer who intends to provide unsupervised Day Care shall be licensed. Any individual who provides Day Care for more than twelve (12) hours in any one (1) month period with or without any express or implied promise of compensation shall be licensed.
- D. Every owner, director, office staff member, or other Day Care Facility employee who provides unsupervised Day Care shall be licensed or registered. No unlicensed Day Care provider, including a Volunteer or temporarily licensed Day Care provider or employee, shall provide unsupervised Day Care on any occasion, including indoors, outdoors, rest periods, field trips, and the like.
- E. A Registered Day Care Provider shall not be required to be licensed by the City but shall be required to demonstrate qualification as a Registered Day Care provider to the City by annual completion of a registration form approved by the City

Clerk. No Registered Day Care provider who fails to demonstrate compliance with the requirements of a “family day care home”, as defined in Title 39, Chapter 11 of the Idaho Code, shall provide Day Care within the City. No Registered Day Care provider shall provide Day Care where such Facility or person would be disqualified from being licensed.

(Ord. 2005-06, 02/07/2005; 2009-25, 12/21/2009; 2010-13, 07/06/2010; 2012-20, 09/17/2012)

Sec. 10-5. Application Required.

A. 1. Applicant: Every Applicant for a license under this Chapter shall complete a form provided by the City, which shall include all information, releases and authorizations necessary to provide a complete criminal history background check as set forth herein. Information for a Day Care Facility license shall include, but may not be limited to, a current list of all Owners, Director, Staff, and all individuals thirteen (13) years of age or older residing at the Premises. In addition, an Applicant for a Day Care Facility license must designate one Person as Director, if applicable. Failure to provide the necessary information, releases or authorizations shall be grounds to deny a license or application. An Applicant may provide Day Care at more than one (1) Licensed Day Care Facility as long as all locations where Day Care services are to be provided by such Applicant are identified.

2. Corporation. When the Applicant for such a license is a corporation, such corporation must be authorized to do business in the State of Idaho. The application shall be made by the Director of the Premises and such application shall contain all information required of an individual Applicant as provided herein. Such

license to a corporation shall be revoked upon a change of Director. A new application and license shall be required before a Director other than the Director designated in the original application shall provide services at such Premises. After investigation as required herein and upon change of Director, the City may issue a license for an interim period of not to exceed sixty (60) days during which time the corporation shall make the new application for license, naming therein the new Director of the Premises.

3. Partnership: When the Applicant for such a license is a partnership, each active partner in the partnership shall join in the application for such license and shall furnish all of the information and recommendations required of an individual Applicant as provided herein, and shall be subject to the same provisions for revocation and reapplication upon a change of Director as provided in the case of corporation Applicants above.

4. Association: When the Applicant for such a license is an unincorporated association, the application shall be made by the officers of the association and Director of the Premises and shall contain all information required of an individual Applicant as provided herein, and shall be subject to the same provisions for revocation and reapplication upon a change of Director as provided in the case of corporation Applicants above.

B. Additional Information May Be Required.

Upon application submission, if additional information is required by the City in order to complete the application or to clarify or explain an ambiguity, the applicant shall submit such information within thirty (30) days of original application date or change in circumstances. Failure to

comply shall require applicant to submit a new application and fee.

(Ord. 2005-06, 02/07/2005; 2008-06, 05/05/2008; 2009-25, 12/21/2009; 2010-13, 07/06/2010)

Sec. 10-6. Temporary Licenses.

- A. In order to facilitate the provision of Day Care during the Day Care license application process, a temporary license may be granted to an applicant by the City. Such temporary license may be granted for not more than sixty (60) days from the first date of application. Issuance of such temporary license shall be at the City's sole discretion.
- B. A permanent Day Care license shall only be granted following training, CPR/First Aid Certification, successful background check and compliance with all other provisions of this Chapter.
- C. At least one (1) person who is licensed shall remain on the licensed Premises with any temporarily licensed Day Care Provider.

(Ord. 2005-06, 02/07/2005)

Sec. 10-7. Investigation.

Before any license shall be issued under this Chapter, the City shall complete an investigation of every Applicant, Licensee, Owner, Director, Staff, individual thirteen (13) years of age or older residing at the Premises, and an inspection of the Premises, except as otherwise provided. The purpose of the investigation is to determine whether the Applicant or Licensee and the Premises fully comply with all pertinent ordinances and regulations of the City; to insure that the Day Care Facility does not create a nuisance or danger to the public; and to require a criminal history background check for first time applicants and license renewal applicants at least as stringent as that required by Idaho Code Title 39, Chapter 11.

The City shall perform a background check on every Applicant, Licensee,

Owner, Director, Staff, and individual thirteen (13) years of age or older residing at the Premises; however, where Day Care is provided in the home of a child or a child's legal guardian, a background check for such child's parent(s), legal guardian(s) or Related children, shall not be required.

Such background checks shall utilize the fingerprints submitted and, in addition, may utilize the statewide child abuse and sex offender register regional record check; and/or other inquiries as deemed necessary to carry out the intent of this Chapter and relevant portions of Idaho Code Title 39, Chapter 11.

Where possible and required herein, a background check on an individual under eighteen (18) years of age shall include a check of the juvenile justice records of adjudication of the magistrate division of the district court, county probation services, and department of health and welfare records in all jurisdictions in which such individual has lived since the age of twelve (12), as authorized by the minor and his or her parent or guardian. Background checks and crime information requests made to the Federal Bureau of Investigation shall be conducted pursuant to applicable law, including but not limited to, Idaho Code Section 56-1004A, as amended. The limited criminal history check shall include, but shall not be limited to, the statewide criminal identification bureau; the Federal Bureau of Investigation (FBI) criminal history; the National Crime Information Center (NCIC); and the statewide child abuse registry for first time applicants and shall include, but shall not be limited to, the statewide criminal identification bureau; and the statewide child abuse registry for license renewal applicants.

(Ord. 2001-18, 09/17/2001; 2005-06, 02/07/2005; 2008-06, 05/05/2008; 2009-25, 12/21/2009; 2010-13, 07/06/2010; 2011-06, 06/20/2011)

Sec. 10-8. Denial of License.

No Day Care license shall be issued:

- A. Where Applicant, Licensee, Owner,

Director, Staff, individual thirteen (13) years of age or older residing at the Premises, managing agent of a corporation, or active partner of a partnership has:

1. Been found guilty of, plead guilty to, received a withheld judgment, or admitted to the elements of any of the following enumerated crimes, or any substantially similar provision of foreign criminal violation, notwithstanding the form of judgment(s):

a. Felony injury of a child, section 18-1501, Idaho Code.

b. The sexual abuse of a child under sixteen years of age, section 18-1506, Idaho Code.

c. The ritualized abuse of a child under eighteen years of age, section 18-1506A, Idaho Code.

d. The sexual exploitation of a child, section 18-1507 or 18-1507A, Idaho Code.

e. Sexual abuse of a child under the age of sixteen years, section 18-1506, Idaho Code.

f. Lewd conduct with a child under the age of sixteen years, section 18-1508, Idaho Code.

g. The sale or barter of a child for adoption or other purposes, section 18-1511, Idaho Code.

h. Murder in any degree, section 18-4001 or 18-4003, Idaho Code.

i. Assault with intent to murder, section 18-4015, Idaho Code.

j. Voluntary manslaughter, section 18-4006, Idaho Code.

k. Rape, section 18-6101 or 18-6108, Idaho Code.

l. Incest, section 18-6602, Idaho Code.

m. Forcible sexual penetration by use of foreign object, section 18-6608, Idaho Code.

n. Abuse, neglect or exploitation of a vulnerable adult, section 18-1505, Idaho Code.

o. Aggravated, first degree,

second degree and third degree arson, sections 18-801 through 18-805, Idaho Code.

p. Crimes against nature, section 18-6605, Idaho Code.

q. Kidnapping, sections 18-4501 through 18-4503, Idaho Code.

r. Mayhem, section 18-5001, Idaho Code.

s. Poisoning, section 18-4014 or 18-5501, Idaho Code.

t. Possession of sexually exploitative material, section 18-1507A, Idaho Code.

u. Robbery, section 18-6501, Idaho Code.

v. Stalking in the first degree, section 18-7905, Idaho Code.

w. Video voyeurism, section 18-6609, Idaho Code.

x. Enticing of children, section 18-1509 or 18-1509A, Idaho Code.

y. Inducing individuals under eighteen years of age into prostitution, section 18-5609, Idaho Code.

z. Inducing Person under eighteen years of age to patronize a prostitute, section 18-5611, Idaho Code.

aa. Any felony punishable by death or life imprisonment.

bb. Attempt, section 18-306, Idaho Code, conspiracy, section 18-1701, Idaho Code, or accessory after the fact, section 18-205, Idaho Code, to commit any of the crimes designated in this subsection.

2. Been classified as a voluntary patient or involuntary patient pursuant to Chapter 3, Title 66, Idaho Code, or similar provision in another jurisdiction, unless:

a. Such Person has been released from, and is no longer under, any form of treatment in relation to such classification, and

b. Such Person has been examined by at least one (1) professional licensed to evaluate mental health and such professional certifies that the Person is no longer

mentally ill and presents no threat or danger to any Child. Such examination shall not be at City expense.

3. Had his or her parental rights restricted or terminated by a Child protection action under Idaho Code, Section 16-1601 et seq., or Child custody termination action under Idaho Code, Section 16-2001 et seq.

4. Where a registered sex offender resides on the Premises where Day Care services are provided.

- B. Where Applicant, Licensee, Owner, Director, Staff, individual thirteen (13) years of age or older residing at the Premises, managing agent of a corporation, or active partner of a partnership has:

Been found guilty of, plead guilty to, or received a withheld judgment, or admitted to the elements of any of the following enumerated crimes, or any substantially similar provision of foreign criminal violation, notwithstanding the form of judgment(s) for any offense involving neglect or any physical injury to, or other abuse of a child, or any of the following offenses or a similar provision in another jurisdiction, for a period of five (5) years immediately preceding the date of application for license or renewal:

1. Aggravated assault, section 18-905, Idaho Code.
2. Aggravated battery, section 18-907(1), Idaho Code.
3. Burglary, section 18-1401, Idaho Code.
4. Felony theft, sections 18-2403 and 18-2407(1), Idaho Code.
5. Forgery of a financial transaction card, section 18-3123, Idaho Code.
6. Fraudulent use of a financial transaction card or number, section 18-3124, Idaho Code.
7. Forgery or counterfeiting, Chapter 36, Title 18, Idaho Code.

8. Misappropriation of personal identifying information, section 18-3126, Idaho Code.

9. Insurance fraud, section 41-293, Idaho Code.

10. Damage to or destruction of insured property, section 41-294, Idaho Code.

11. Public assistance fraud, section 56-227, Idaho Code.

12. Provider fraud, section 56-227A, Idaho Code.

13. Attempted strangulation, section 18-923, Idaho Code.

14. Misdemeanor injury to a child, section 18-1501(2), Idaho Code.

15. Felony domestic violence, section 18-918, Idaho Code.

16. Any violation (felony or misdemeanor) of the Uniform Controlled Substances Act, Chapter 27, Title 37, Idaho Code.

17. Grand theft, section 18-2407(1), Idaho Code.

18. The provision of Day Care exclusively for a child or children related to the person providing care, except as subject to the requirements of the Idaho Child Care Program for persons receiving benefits thereunder.

19. Disseminating obscene material to minors, as defined in sections 18-1513 through 18-1515, Idaho Code.

20. Arson, as defined in sections 18-801 through 18-803, Idaho Code.

21. Transporting a minor in a motor vehicle while under the influence, section 18-1501(3), Idaho Code.

22. Driving under the influence of alcohol, drugs, or other intoxicating substances, section 18-8004, Idaho Code.

23. Excessive alcohol concentration, section 18-8004C, Idaho Code.

24. Aggravated driving while under the influence of alcohol, drugs, or any other intoxicating substances, section 18-8006, Idaho Code.

- 25. Reckless driving, section 49-1401(1), Idaho Code.
 - 26. Persons under the age of twenty one (21) not allowed to purchase, attempt to purchase, or otherwise consume or possess any alcoholic beverage, section 23-604, Idaho Code.
 - 27. Persons under the age of twenty one (21) not allowed to purchase, attempt to purchase, possess, serve, dispense, or consume beer, wine or other alcoholic liquor, section 23-949, Idaho Code.
 - 28. Violation of City open container law. Moscow City Code Title 10, Chapter 1, Section 12.
 - 29. Any felony as defined by Idaho Code, Section 18-111 and 18-111A, other than those listed in Subsection A.1. hereinabove.
 - 30. Any crime of physical violence against persons, other than those listed in Section A.1. hereinabove.
 - 31. Attempt, section 18-306, Idaho Code, conspiracy, section 18-1701, Idaho Code, or accessory after the fact, section 18-205, Idaho Code, to commit any of the crimes designated in this subsection.
- C. For any Premise, unless all applicable codes, and other pertinent provisions of all City ordinances, including health requirements herein, as far as can be determined, are being complied with.
 - D. For any Applicant, Licensee, Owner, Director, Staff, or individual thirteen (13) years of age or older presiding at the Premises, where there is evidence demonstrating to the City that health or safety problems exist or are probable. No Applicant, Licensee, Owner, Director, Staff, or individual presiding at the Premises shall be qualified to receive a license under this Chapter for a period of no less than one (1) year from the date of the health and/or safety problems which resulted in denial or revocation of a license under this Chapter.
 - E. For any Applicant, Licensee, Owner, Director, Staff, or individual presiding at the Premises, who has supplied false or misleading information, failed or refused to disclose any information required on the application form, or refused to authorize the police investigation required herein. No Applicant, Licensee, Owner, Director, Staff, or individual presiding at the Premises shall be able to apply to receive a license under this Chapter for a period of less than six (6) months from the date of the denial, suspension, or revocation of the license under this Subsection.
 - F. For any Applicant, Licensee, Owner, Director, Staff, or individual presiding at the Premises, who has violated any of the provisions of this Chapter during licensure other than Subsection A of the “Denial of License” Section of this Chapter. No Applicant, Licensee, Owner, Director, Staff, or individual presiding at the Premises shall be qualified to receive a license under this Chapter for a period of less than six (6) months from the date of the denial or revocation of the license under this Subsection.
- (Ord. 2005-06, 02/07/2005; 2008-06, 05/05/2008; 2009-25, 12/21/2009; 2010-05, 03/01/2010; 2010-13, 07/06/2010; 2011-06, 06/20/2011)
- Sec. 10-9. Issuance of License.**
- A. Upon receipt of an application presented in due form to the Clerk which shows that such Applicant possesses all of the qualifications and none of the disqualifications herein and meets all of the requirements of this Code, the City shall issue such license to the Applicant. A Day Care Facility license shall be issued for an initial term to expire March 1 of the following year.
 - B. All licenses shall be in such form as the City may prescribe and shall contain the name, address, place of business,

and date of expiration of such license and shall be authenticated by the signature of the Clerk. The Day Care Facility license shall be posted in a conspicuous place at the Day Care Facility. A Day Care Poster shall also be posted in a conspicuous place within all licensed Day Care Facilities. The names of all Staff and all individuals thirteen (13) years of age or older residing at the Premises shall be provided to the office of the Clerk within five (5) days of their initial hire date and/or establishment of residence. Fingerprints shall be provided to the Moscow Police Department for each such staff member or resident.

(Ord. 2005-06, 02/07/2005; 2008-06, 05/05/2008; 2009-25, 12/21/2009)

Sec. 10-10. Fee.

Fee to be paid upon issuance or renewal of any license issued pursuant to this Chapter shall be set from time to time by resolution duly passed and adopted by the Council.

(Ord. 2005-06, 02/07/2005)

Sec. 10-11. Day Care Facility License Renewal.

Any Day Care Facility license issued by the City may be renewed for an additional one (1) year upon the same terms and subject to the same application and requirements as provided herein. In order to be eligible for renewal, the applicant for a Day Care Facility license shall present a completed application accompanied by the renewal fee at least thirty (30) days prior to license expiration. Whenever the Licensee desires to effect a change or addition of Premises or to renew the license, the Licensee shall notify the Clerk and make application for a license in the same manner as in the first application, except that investigation provided for in the "Investigation" Section of this Chapter may be waived by the City where the Licensee provides an affidavit not less than thirty (30) days prior to the change or addition of

Premises or expiration of the license asserting compliance to all requirements herein with the application for renewal. Inspection of a new Premise shall not be waived. No license issued by the City shall be assignable or transferable. The fee to be paid for license renewal and a fee for tardy applications shall be set from time to time by Resolution of the Council.

(Ord. 2005-06, 02/07/2005; 2009-25, 12/21/2009; 2010-13, 07/06/2010)

Sec. 10-12. Day Care Provider License Renewal.

A Day Care Provider License issued under this Chapter shall be valid for one (1) year from the date of issuance. In order to be eligible for renewal, the applicant for a Day Care Provider license shall present a completed application accompanied by the renewal fee at least thirty (30) days prior to license expiration. The fee to be paid for license renewal and a fee for tardy applications shall be set from time to time by Resolution of the Council.

(Ord. 2005-06, 02/07/2005; 2008-06, 05/05/2008)

Sec. 10-13. License Revocation and Duty to Notify of Ineligibility.

- A. A Day Care Facility license shall be revoked immediately whenever it is determined that the Licensee would be denied under the "Denial of License" Section of this Chapter.
- B. Every licensed Day Care Provider shall notify the City of any change in circumstance which renders the information on the application for Day Care license incorrect within five (5) business days of such change or such Day Care license shall be revoked immediately and such license shall be automatically null and void.
- C. If a license application is revoked or denied because of a disqualification contained in the "Denial of License" Section of this Chapter, no permanent license shall be issued to an Applicant until the expiration of the time period

for such disqualification and such Applicant shall be ineligible for a temporary license.

(Ord. 2005-06, 02/07/2005; 2010-05, 03/01/2010)

Sec. 10-14. Notice.

- A. Prior to the revocation or denial of renewal of a license as required herein, the Clerk shall provide written notice of such revocation or denial of renewal to the Licensee or Applicant, as the case may be. Such written notice shall be sent by certified mail or hand delivery to the address provided in the application or to the address of the Day Care Facility filed by such Licensee or Applicant. Such written notice shall state the reason(s) for such revocation or denial and shall state that such Licensee or Applicant may request an appeal hearing as provided herein. Notice of revocation or denial of renewal is effective on the date such notice is placed in a mailbox controlled by the United States Postal Service or is hand delivered to Licensee or Applicant.
- B. When the City certifies that there is an immediate danger to life or health of a Child, the Day Care Facility license or application may be immediately and summarily revoked or denied. Under such conditions, notice of such revocation or denial will be given as soon as practicable thereafter.
- C. Failure by the City to give notice as provided herein shall not establish a right to a license under this Chapter.
(Ord. 2005-06, 02/07/2005; 2009-25, 12/21/2009; 2010-13, 07/06/2010)

Sec. 10-15. Appeals.

- A. If a license is revoked, or a license renewal or an application is denied for a reason other than disqualification under Subsection (A) or (B) of the “Denial of License” Section of this Chapter, the Licensee or Applicant may give notice of appeal of such

revocation or denial to the City within ten (10) calendar days from the date the notice of revocation or denial was given. If a license application is revoked or denied because of disqualification of the Applicant or Licensee under Subsection (A) or (B) of the “Denial of License” Section of this Chapter, such disqualification shall not be waived.

- B. Notice of appeal shall be in writing and delivered to the Clerk. The Council shall then set a time and place for such hearing and the Clerk shall inform the Licensee or Applicant of the hearing date in writing, at least five (5) business days prior to such hearing.
- C. The Council may direct the Clerk to issue a license which has been revoked or denied upon a finding of good cause for the issuance of such license.
- D. Failure by an Applicant, person appealing, or their representative, to appear before the Council at the time scheduled to hear such appeal shall result in the automatic denial of such appeal.

(Ord. 2005-06, 02/07/2005; 2010-05, 03/01/2010; 2010-13, 07/06/2010; 2012-20, 09/17/2012)

Sec. 10-16. Insurance and Liability; Prepayment.

- A. Each Facility required to be licensed shall maintain liability insurance in the amount of three hundred thousand dollars per occurrence/six hundred thousand dollars aggregate (\$300,000/\$600,000) with the City listed as an additional insured for each licensed Day Care Facility and Premises. All policies of insurance shall require thirty (30) days notice to the City by certified or regular mail of any cancellation or change affecting an interest or coverage. A current certificate of insurance shall be kept on file with the Clerk at all times. The Licensee shall be responsible for all activities associated with the Day Care

Facility and Premises, including the actions and inactions of every Person, Owner, Licensee, Director, Staff, Volunteer, Child, employee and individual, and shall hold the City harmless for same and shall indemnify and defend any claim filed against the City relating to all activities associated with the Day Care Facility and Premises and the provision of Day Care. Where Day Care is provided in a residence, an Applicant or Licensee may apply to Council for a waiver or modification of the insurance provisions in this Section.

- B. The issuance of a Day Care Facility license shall not constitute a representation or affirmation to any Person that the Day Care Facility to which a license is issued is free from risk with regard to the standards herein. The City shall not be liable for nor shall a cause of action exist for any loss or damage based upon the failure of any Person to meet the standards contained in this Ordinance.
- C. If the City receives notice of cancellation of a Licensee's liability insurance more than two (2) times during any one (1) year of licensure, such Licensee shall prepay the insurance policy for a minimum of twelve (12) months and shall provide proof of such prepayment to the Clerk by the end of the next business day following the City's receipt of such notification. Failure to provide such proof of prepayment shall cause the license to be immediately revoked and the license shall be automatically null and void.

(Ord. 2005-06, 02/07/2005; 2010-13, 07/06/2010; 2011-03, 05/16/2011)

Sec. 10-17. Health Requirements.

- A. All Staff on the Premises of a Day Care Facility shall certify that each is in good health and that each has received required immunization against

communicable disease. Any Director, Staff member of a Day Care Facility, Volunteer, or employee diagnosed with a communicable disease must not be present at a Day Care Facility until such disease is no longer communicable as declared by a licensed physician.

- B. 1. Within fourteen (14) days of a child's initial attendance at any licensed Day Care Facility, the parent or guardian shall provide a statement to the Director of the Day Care Facility regarding the child's immunity to certain childhood diseases. This statement shall provide a certificate signed by a physician or a representative of a health district, that the child has received, or is in the process of receiving immunizations as specified by the state board of health and welfare, or can effectively demonstrate immunity through verification in a form approved by the City gained through prior contraction of the disease. Immunizations required and the manner and frequency of their administration shall conform to recognized standard medical practices in the State.
- 2. Any minor child whose parent or guardian has submitted to the Director of a licensed Day Care Facility a certificate signed by a physician licensed by the state board of medicine stating that the physical condition of the child is such that all or any of the required immunizations would endanger the life or health of the child shall be exempt from the provisions of this Section.

- C. Every dog, cat, and ferret over four (4) months of age present in a licensed or registered Day Care Facility shall be vaccinated against rabies and every owner of every such dog, cat and/or ferret shall retain proof of current vaccination.

(Ord. 2005-06, 02/07/2005; 2012-20, 09/17/2012)

Sec. 10-18. Inspection.

Every Licensee shall keep and maintain such records as are required by the City, including employee and Staff records. Every Licensee shall, at all times during business hours, open the Day Care Facility records and each and every portion of the licensed Premises for inspection by the Moscow Police Department and other City departments for the purpose of inspection and enforcement of any provision herein. The Clerk shall have the absolute right to enter the Premises of any Licensed or Registered Day Care Facility during business hours as often as is necessary to secure compliance with or to prevent a violation of this Chapter. The Clerk may initiate administrative and/or criminal action to enforce this Chapter.

(Ord. 2005-06, 02/07/2005; 2010-13, 07/06/2010; 2012-20, 09/17/2012)

Sec. 10-19. Standards.

A. 1. Every licensed Day Care Facility, Licensee, Director and Staff shall comply with all safety standards as set forth in Idaho Code Title 39, Chapter 11, and such other requirements as the Council may enact by Resolution.

2. Every licensed Day Care Facility shall provide:

- a. Adequate fire and smoke alarms;
- b. A functional telephone located on the Day Care Facility Premises during the hours of operation;
- c. Adequate fire extinguishers;
- d. Adequate exits;
- e. Firearms or weapons which are stored on the Premises of a Day Care Facility must be kept in a locked container that is inaccessible to children while Day Care attendees are present;

f. Pools, hot tubs, ponds and other bodies of water that are on the Day Care Facility Premises must provide the following safeguards:

(1) The area surrounding the body of water shall be fenced and

locked in a manner that prevents access by children and meets the following requirements:

(a) The fence must be at least four feet (4') high with no vertical opening more than four inches (4") wide, be designed so that a young child cannot climb or squeeze under or through the fence, surround all sides of the pool and have a gate that is self-closing and that has a self-latching mechanism in proper working order out of the reach of young children;

(b) If the building forms one (1) side of the barrier for the pool, all doors that provide unrestricted access to the pool must have alarms that produce an audible sound when the door is opened;

(c) Furniture or other large objects shall not be left near the fence in a manner that would enable a child to climb on the furniture or other large object and gain access to the pool; and

(2) If the area surround a pool, hot tub, pond or other body of water is not fenced and locked, there shall be a secured protective covering that will not allow access by a child;

(3) Wading pools must be empty when not in use;

(4) Children must be under the direct supervision of at least one (1) adult at all times while using a pool, hot tub, pond or other body of water; and

(5) A minimum of a four foot (4') high fence shall be present that prevents access from the Day Care Facility Premises if the Day Care Premises are adjacent to a body of water; and

g. The Day Care Facility shall provide open space for outdoor play. A minimum of one hundred (100) square feet per child is required. This area shall be adjacent to the Day Care Facility and shall provide a safe play area that can be easily maintained and is accessible for use by children.

- B. Every licensed Day Care Facility shall comply with all health standards as set forth in Idaho Code Title 39, Chapter 11, and such other requirements as the Council may create by Resolution.
- C. Every licensed Day Care Facility, Licensee, Director and Staff shall conform to the requirements herein and all other applicable Titles and Chapters of this Code, except that no fire standards adopted by Council that are applicable to this Day Care Facility Ordinance shall be more stringent than the standards contained in the International Fire Code, as adopted by the State of Idaho.
- D. Every licensed Day Care Facility, Licensee, Director and Staff shall conform to all life safety standards found in all applicable uniform standard codes which are adopted by the City as of the date of application for license, except for the Child-Staff ratios as modified in the Section of this Chapter entitled "Child-Staff Ratios".
- E. Every licensed Day Care Facility having a flame source utility on its Premises shall have a carbon monoxide detector properly operating at all times within any enclosed area on every level or floor where children are present.
- F. Every Day Care Facility Owner, Licensee, Director and Staff shall be required to obtain and keep current Red Cross, American Heart Association, or equivalent first aid treatment certification and child/infant cardiopulmonary resuscitation (CPR) and pediatric rescue breathing certification prior to licensure and shall keep such certifications current. Additionally, at least one (1) such certified adult shall be present at every Day Care Facility at all times a child is present at the Day Care Facility.
- G. The minimum age of any Director shall be twenty-one (21) years of age, except in a Family Day Care Facility where the Director is the only adult individual present on a regular basis. In this latter case, the Director shall be at least eighteen (18) years of age. At least one (1) employee eighteen (18) years of age or older shall be present at all times when a child or children are in attendance at a Day Care Facility. Day Care Facility Applicants and Licensees shall be precluded from hiring employees under fourteen (14) years of age.
- H. Every Day Care Facility Licensee, Director and Staff member shall be required to acquire four (4) hours or more of training in early childhood development and/or children's health and safety within thirty (30) days of employment in such Facility and shall thereafter obtain four (4) hours or more of such training on an annual basis. Such training within twelve (12) months prior to employment shall satisfy this requirement for the first year of employment. Proof of training shall be submitted to and approved by the City. The annual training required under this Subsection shall be in addition to the first aid and CPR requirement listed elsewhere in this Section.
- I. No Owner, Licensee, Director, or Staff member shall directly or indirectly;
 - 1. Use or permit the consumption or use of any alcoholic beverage or smoking on the Premises while the children are present or are being cared for; or
 - 2. Possess, use or permit the possession or use of any unlawful drug or narcotic, including marijuana, on the Premises.
 - 3. Use or permit a Volunteer or employee with a temporary license to provide Day Care to a Child without the physical presence and direct supervision of a Licensee, Owner, Director or licensed Staff member.

- J. Every sleeping or resting child shall be heard at all times by at least one (1) Owner, Licensee, Director, or Staff, either in person or via live feed audio equipment.

(Ord. 2005-06, 02/07/2005; 2008-06, 05/05/2008; 2009-25, 12/21/2009; 2010-13, 07/06/2010; 2011-06, 06/20/2011; 2012-20, 09/17/2012)

Sec. 10-20. Child-Staff Ratios.

- A. 1. A minimum Child-Staff ratio of one (1) Director and/or Staff for every ten (10) points or any fraction in excess thereof shall be maintained by a Day Care Facility at all times on the Premises, indoors, outdoors, on field trips and during rest periods. Any points or fraction of points greater than ten point zero (10.0) requires the presence of one (1) additional Director and/or Staff for every ten (10) points or any fraction in excess thereof as determined from the following chart:

<u>Age of Child</u>	<u>Points Per Child*</u>
0 to less than 2 years	3
2 to less than 3 years	2
3 to less than 5 years	1
5 to less than 7 years	0.83
7 to less than 13 years	0.66
13 years and over	0 (zero)

**Example: A Day Care Facility with three (3) one-year-olds (9 points) and one (1) four-year-old (1 point) must maintain a Director and/or Staff of one. The enrollment of an eight-year-old Child (.66) to the Day Care Facility requires the addition of another Staff member.*

2. Each Director and each Staff member on the Premises who is providing direct care or is actively involved with children shall be considered for purposes of computing a Child-Staff ratio.

3. No unlicensed Volunteer shall be counted for purposes of computing a Child-Staff ratio.

4. It shall be a violation of this Chapter to operate a licensed Day Care Facility with a Child-Staff ratio not in compliance with this Section.

- B. 1. On days where the school district in which a child resides holds classes, the number of children may be increased with the addition of school aged children (first grade and up) from 3:00 p.m. until 6:00 p.m. without affecting the classification of Day Care Facility, as set out herein. On days where the school district in which a child resides declares teacher work days, snow days, vacation days or otherwise cancels classes, the number of children may be increased with the addition of school-aged children (first grade and up) without affecting the classification of Day Care Facility as set out herein.

a. Family Day Care Facility - up to four (4) additional children.

b. Group Day Care Facility - up to five (5) additional children.

c. Small Day Care Facility - up to six (6) additional children.

d. Large Day Care Facility – up to seven (7) additional children.

2. Children, for purposes of this Subsection, shall include (a) every school-aged child of the Owners, Licensee, Director, and Staff present at a Day Care Facility; (b) children receiving direct care and supervision in such child's or legal guardian's own home; and (c) children who are Related.

(Ord. 2005-06, 02/07/2005; 2009-25, 12/21/2009; 2010-05, 03/01/2010; 2010-13, 07/06/2010; 2011-06, 06/20/2011; 2012-20, 09/17/2012)

Sec. 10-21. No City Liability Created.

The issuance of a license by the City pursuant to this Chapter shall not constitute

a representation of affirmance to any person that the Day Care Facility or person to whom a license is issued is free from risk with regard to the standards in this Chapter. The City shall not be liable for, nor shall a cause of action exist, for any loss or damage based upon the failure of any person to meet the standards contained in this Chapter, unless otherwise provided by Idaho Code or Federal law.

(Ord. 2011-06, 06/20/2011)

Sec. 10-22. Penalties and Additional Fees.

- A. Any person violating any of the provisions of this Chapter shall be guilty of a misdemeanor and, upon conviction thereof in a court of competent jurisdiction, shall be punished pursuant to this Code and the Idaho Code. Each day of the violation shall be considered a separate offense.
- B. Any Applicant, Owner, Director, Staff or Person convicted of a violation of this Chapter shall be denied a license and any current license shall be revoked.
- C. The Clerk may charge a Day Care Facility Licensee an administrative fee for every contact or inspection required to ensure compliance with this Chapter where such contact or inspection is in excess of those necessary to process the license initially. Such administrative fee shall be established from time to time by resolution duly adopted by the Council, and shall be in addition to any other fee(s) and/or fine(s). Failure to pay such administrative fee shall result in revocation of the license for which such contact or inspection is required.

(Ord. 2005-06, 02/07/2005; 2011-06, 06/20/2011)

CITY COUNCIL STAFF REPORT

DATE: Monday, May 6, 2019



RESPONSIBLE STAFF

Gary Riedner, City Supervisor

REVIEWED BY

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

N/A

AGENDA ITEM TITLE

Local Highway Safety Improvement Program - 6th Street Pedestrian Improvements (ACTION ITEM) - Gary J. Riedner

DESCRIPTION

The Idaho Transportation Department (ITD) advertised for construction bids of a grant awarded project through the Local Highway Safety Improvement Program (LHSIP) to the City for the 6th Street Pedestrian Improvements. The bid opening was held on April 2, 2019, with ITD receiving two responsive bids in the amount \$189,081 and \$248,235. However, the Engineers Estimate for total project costs was \$107,941, which is \$81,140 or 75% over budget.

The Local Highway Technical Assistance Council (LHTAC) who manages the LHSIP for ITD presented alternatives to the City for rebidding the project. LHTAC recommended the current bids be rejected and the project be bundled with two similar upcoming LHSIP grant awards for the 3rd Street Safety Improvements Phases 1 and 2, which will be bid and constructed in FY20/21. Staff concurred with LHTAC's recommendation to combine the projects, which should result in decreased costs by streamlining construction and project delivery activities.

In order for LHTAC and ITD to reject the current bids and recommend combining the projects they requested concurrence in two separate letters from the City that are attached to the report. The letters were needed upon request, in order to reject the bids and provide the recommended actions for approval at the next ITD Board meeting, which had a submittal deadline of April 26, 2019.

STAFF RECOMMENDATION

Ratification of rejection of the bids for the 6th Street Pedestrian Improvements and combining the project to be bid with the 3rd Street Safety Improvements Phases 1 and 2 in FY20/21.

PROPOSED ACTIONS

PROPOSED ACTIONS: Ratification of rejection of the bids for the 6th Street Pedestrian Improvements and combining the project to be bid with the 3rd Street Safety Improvements Phases 1 and 2 in FY2020/2021, or take other such action deemed appropriate.

FISCAL IMPACT

Project funding match to be transferred to next fiscal year.

PERSONNEL IMPACT

N/A

ATTACHMENTS

1. 6th LHSIP Reject 3rd Combine

**Local Highway Technical
Assistance Council**

3330 Grace Street
Boise, Idaho 83703

Phone 208.344.0565
Fax 208.344.0789
Toll Free 1.800.259.6841

www.lhtac.org



Diana Thomas
Chairman

Gilbert Hofmeister
Vice Chairman

Todd Smith
Secretary/Treasurer

Jeff R. Miles, P.E.
Administrator

Date: April 18, 2019

Project No: A020(109)

To: Monica Crider, P.E.
Contracting Services Engineer

Key No: 20109

From: Jeff R. Miles, PE
Administrator

Project Identifications, County
6th St Pedestrian Improvements, Moscow

RE: Rejection of Bid

Bids were opened for KN 20109 6th St Pedestrian Improvements, Moscow on April 4, 2019. One (1) bid was received for 75% more than the Engineer's Estimate (EE). The apparent low bidder is McCall's Classic Construction at \$189,080.50 which is \$81,109.39 (75%) over the EE.

LHTAC and the City of Moscow wish to reject the bid and combine this project with two (2) projects in FY2020/21 that. The two (2) project, 3rd Street Safety Improvements phases 1 and 2, will contain similar work including re-constructing pedestrian ramps along with curb, gutter and sidewalk. Additionally, the project limits for the 3rd St projects are only three (3) blocks north of the 6th St project. Combining the projects should result in lower unit prices due to increased quantities as well as saving in mobilization costs due to the short distance between sites.

Since only one (1) responsive bid was received, it shows that this project was likely too small to create enough interest among potential contractors. The combined project will be significantly larger than the 6th St project by itself. The increased contract size (~500K) should result in more bids.

It is recommended that the 6th St Pedestrian Improvements be combined with the 3rd Street Safety Improvements phases 1 & 2 in order to complete this project as initially awarded in the Local Safety program.

Sincerely,

Jeff R. Miles, PE
Administrator

cc: Kevin Lilly, PE – City of Moscow

Council Members

Association of Idaho Cities
Mayor Mac Pooler
City of Kellogg

Mayor Robert Berlin
City of Roberts

Mayor Diana Thomas
City of Weiser

Idaho Association of Highway Districts
Commissioner Neal Gier
Buhl Highway District

Commissioner Terry Werner
Post Falls Highway District

Commissioner Gilbert Hofmeister
Power County Highway District

Idaho Association of Counties
Commissioner Phil Lampert
Benewah County

Commissioner Mark Rekow
Gem County

Commissioner Todd Smith
Madison County

Ex-Officio Members
Jessica Harrison, Executive Director
Association of Idaho Cities

Nick Veldhouse, Executive Director
Idaho Association of Highway Districts

Seth Grigg, Executive Director
Idaho Association of Counties



Heart of the Arts

Bill Lambert
Mayor

Jim Boland
Council President

Brandy Sullivan
Council Vice-President

Art Bettge
Council Member

Kathryn Bonzo
Council Member

Gina Taruscio
Council Member

Anne Zabala
Council Member

Gary J. Riedner
City Supervisor

City of Moscow, City Hall
c/o Gary J. Riedner, City Supervisor
206 East 3rd Street
P.O. Box 9203
Moscow ID 83843
Phone (208) 883-7000
Fax (208) 883-7018

Website: www.ci.moscow.id.us
Hearing Impaired (208) 883-7019

April 19, 2019

Monica Crider, P.E.
Contracting Services Manager
Idaho Transportation Department
3311 West State Street
PO Box 7129
Boise, ID 83707

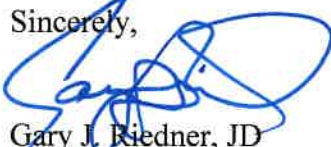
Re: Rejection of Bid
Project Identification: 6th Street Pedestrian Improvement, Moscow
Project No.: A020(109) Key No. 20109

Dear Ms. Crider,

This letter is to confirm the City of Moscow concurs with LHTAC's recommendation to reject all bids for the above-referenced project under the Local Highway Safety Improvement Program (LHSIP). We also concur with combining the bidding of 6th Street with the 3rd Street Safety Improvements Phases 1 and 2 projects in FY20/21 which should result in lower unit prices due to increased quantities as well as cost savings in mobilization due to the short distance between sites.

The City Moscow greatly appreciates ITD's and LHTAC's commitment to our community and the continued partnerships in providing safe infrastructure improvements for our citizens. Please let me know if you have any further questions.

Sincerely,



Gary J. Riedner, JD
City Supervisor

cc: Jeff R. Miles, PE, LHTAC
Brian Wright, PE, LHTAC



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City Supervisor

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Phone (208) 883-7000
Fax (208) 883-7018

Website: www.ci.moscow.id.us
Hearing Impaired (208) 883-7019

April 25, 2019

Brian Wright, PE
Local Highway Technical Assistance Council
3330 West Grace Street
Boise, ID 83703

Re: 6th Street Pedestrian Improvements, Key No. 20109

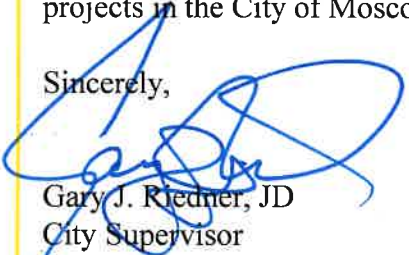
Dear Mr. Wright,

The City of Moscow is requesting a delay in the re-bidding and construction of the 6th Street Pedestrian Improvements until FY2021 in order to combine the project with the 3rd Street Safety Improvements Phases 1 and 2.

The City supports bundling of these projects and streamlining design, contracting and construction, which will allow us to capitalize on economies of scale to increase efficiency and project delivery.

We want to thank LHTAC and ITD for their continued collaboration in support of projects in the City of Moscow to provide pedestrian and street safety improvements.

Sincerely,


Gary J. Riedner, JD
City Supervisor