

Public Works / Finance Committee



Regular Meeting ~Agenda~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday, May 13, 2019

3:00 PM

Council Chambers
206 E. Third St.

REGULAR AGENDA

1. Approval of Public Works / Finance Committee April 22, 2019 Minutes (ACTION ITEM)

- Caylee Birge

Minutes presented for approval.

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

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

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

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

3. Public Meeting: Proposed Lot Division at 1110 S Main Street (ACTION ITEM) - Leah Carlson

The applicants, Justin Sult and Andrew Smith, are requesting a lot division for an existing 64,800 sf lot located at 1110 S. Main Street. The applicants are requesting the lot division in order to create one new lot of approximately 5,000 sf in size from the original parcel, leaving a remainder parcel of 59,800 sf. The subject property is located within the Multiple Family Residential Zoning District (R-4) which requires a minimum lot area of 5,000 sf and a minimum lot width of twenty feet (50'). The proposed lot area and lot width meet these requirements. There is an existing single family dwelling on the proposed lot and multiple structures on the remnant parcel that will meet all setback requirements as a result of the proposed division. Per Moscow City Code, property owners within 600 feet of the property have been notified of the proposed division and a sign was posted seven (7) days prior to the public meeting date.

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

4. Lola Clyde Park Playground Slab and Pathway Bid Results (ACTION ITEM) - David Schott

The City issued a solicitation for bids on April 24, 2019 for the Lola Clyde Park Playground Slab and Pathway Project. The work consists of the installation of approximately five hundred sixty-seven (567) square yards of six-inch (6") thick reinforced concrete slab in Lola Clyde Park for the playground pad. This project will also include the installation of approximately ninety-eight (98) square yards of five-inch (5") thick concrete sidewalk to access the playground. Bids were opened on May 3, 2019 with two (2) responsive bid proposals

received. Bids ranged from \$64,154 to \$94,520. The Engineers estimate for contract bids items was \$77,834. The Parks and Recreation Department is requesting authorization to retain McCall's Classic Construction, Inc. for the Lola Clyde Park Playground Slab and Pathway Project in the amount of \$64,154 with a ten percent contingency of \$6,416 and an additional \$1,000 for materials testing for a total amount not to exceed \$71,570.

PROPOSED ACTIONS: Recommend acceptance of the low bid from McCall's Classic Construction in the amount of \$64,154 with a ten percent contingency of \$6,416 and \$1,000 for materials testing for a total amount not to exceed \$71,570, or provide staff further direction.

5. Lena Whitmore Park ADA Pathway Bid Results (ACTION ITEM) - David Schott

The City issued a solicitation for bids on April 24, 2019 for the Lena Whitmore Park ADA Pathway Project. The work consists of the removal of approximately two hundred thirty four (234) square yards of sidewalk and the installation of approximately three hundred sixty (360) square yards of concrete sidewalk and the installation of a pedestrian ramp. Bids for the project were opened on May 3, 2019. Two (2) responsive bid proposals were received with bids ranging from \$48,875.75 to \$67,895. The Engineers estimate for contract bids items was \$56,698. The Parks and Recreation Department is requesting authorization to retain McCall's Classic Construction, Inc. for the Lena Whitmore Park ADA Pathway Project in the amount of \$48,875.75 with a ten percent contingency of \$4,888 and an additional \$1,000 for materials testing for a total amount not to exceed \$54,763.75.

PROPOSED ACTIONS: Recommend acceptance of the low bid from McCall's Classic Construction, Inc. in the amount of \$48,875.75 with a ten percent contingency of \$4,888 and \$1,000 for materials testing for a total amount not to exceed \$56,698, or provide staff further direction.

6. Moscow City-Wide Sidewalk Replacement Project FY2019 Bid Results and Contract Award (ACTION ITEM) - Scott Bontrager

The 2019 City of Moscow Sidewalk Improvement Program will construct sidewalk and pedestrian ramp improvements in various locations with City funds and will perform additional sidewalk replacements under the Property Owner Assistance Program at the owner's expense. An electronic bid solicitation for this year's Sidewalk Program was issued to numerous local contractors on April 26, 2019, giving them one week to respond. As the level of citizen participation is unknown, the project was advertised with estimated quantities. Three responsive bids were received on May 3, 2019. Of the responsive bids received, numbers ranged from \$43,288 to \$89,750. McCall's Classic Construction of Clarkston, Washington submitted the low bid on the project of \$43,288. The Engineer's Estimate for the project was \$60,390. An itemized bid tabulation is attached. The total value of the work performed for the City's projects will not exceed the funds available in the Sidewalk Improvement budget line item. The value of any additional work done will be dependent upon property owner participation and at their expense. Based on the bids received, Staff feels that it is in the best interest of the City to award the contract to the low bidder McCall's Classic Construction.

PROPOSED ACTIONS: Recommend acceptance of the responsive low bid from McCall's Classic Construction and authorize a work order based contract with McCall's Classic Construction not to exceed the amount available to the program, or provide staff further direction.

7. Pedestrian Curb Ramp Improvement Project Project FY2019 Bid Results and Contract Award (ACTION ITEM) - Scott Bontrager

This project will replace the existing deficient pedestrian curb ramps on the Idaho Transportation Department (ITD) highway system at the southeastern quadrant of the intersection of Jackson (US 95) and Third Street. The Engineer's estimate for construction is \$25,618. The project is funded by a FY2019 grant from the ITD Pedestrian Curb Ramp Improvement Program. In December 2018, the Council approved a Cooperative Agreement between the City of Moscow and the Idaho Transportation Department to construct the pedestrian ramps listed in the agreement with a reimbursement from ITD up to \$32,000. The City has provided an additional 23% in-kind match of \$7,500 for design, construction management, and administration of the project resulting in a total cost of \$39,500. The City shall be responsible for providing any additional funding exceeding the \$32,000 reimbursement allotted for the project from the Capital Projects Sidewalk Improvements line item 350-150-40-770-73. The City solicited three contractors for bids on April 26, 2019 for the construction of the project. One responsive bid was received for \$21,294 from McCall's Classic Construction of Clarkston, Washington. A bid tabulation is attached.

PROPOSED ACTIONS: Recommend acceptance of the low bid from McCall's Classic Construction, award the contract in the amount of \$21,924.00, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount (\$2,192.40) or provide staff further direction.

REPORTS

- 1. Third Street Bridge Report - Tyler Palmer**
- 2. 3rd Street Separated Bicycle Lane and Termination – Tyler Palmer / Gary J. Riedner**

ADJOURN

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

COMMITTEE STAFF REPORT

DATE: Monday, May 13, 2019



RESPONSIBLE STAFF

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Approval of Public Works / Finance Committee April 22, 2019 Minutes (ACTION ITEM) - Caylee Birge

DESCRIPTION

STAFF RECOMMENDATION

PROPOSED ACTIONS

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

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

None

COMMITTEE STAFF REPORT

DATE: Monday, May 13, 2019



RESPONSIBLE STAFF

Sarah Banks, Finance Director

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Disbursement Report April 2019 (ACTION ITEM) - Sarah Banks

DESCRIPTION

Accounts Payable Report for the month ending April 30, 2019. A summary of the major expenditures has been approximated by category and represents 96% of the total expenditure of \$2,120,461.98.

Payroll	\$1,030,131.00
Professional Services	\$72,656.00
Sanitation	\$284,728.00
Capital Outlay - Vehicles	\$30,268.00
Capital Outlay	\$160,078.00
Capital Outlay - Improvements	\$10,541.00
Supplies	\$44,759.00
Utilities	\$74,274.00
Contractual Payments	\$279,563.00
ACH Wells Fargo	\$39,713.00
Total	\$2,026,711.00

STAFF RECOMMENDATION

Approve and sign the report.

PROPOSED ACTIONS

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

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Disbursement Report Apr. 2019
2. Revenue 2019
3. Cash and Investments April 2019

DISBURSEMENTS REPORT FOR APRIL 2019										
DATE	FUND NAME	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	VOID CHECKS	PAYROLL	PAYROLL	GRAND TOTALS
		4/4/2019	4/11/2019	4/18/2019	4/25/2019	ACH				
BATCH #		00001.04.2019	00003.04.2019	00004.04.2019	00006.04.2019	ACH				
CHECK #'s		90760-90843	90844-90912	90913-90978	90979-91035	ACH				
Fund #										
101	ACH for Wells Fargo to be Imported									0.00
105	GENERAL	43,812.22	34,038.61	80,455.63	42,324.91	21,840.86		289,321.76	309,564.17	821,358.16
120	STREETS	42,206.32	1,273.58	19,389.03		742.07		25,049.25	27,700.19	116,360.44
121	RECREATION AND CULTURE	20,090.13	14,868.29	17,342.11	4,888.64	5,928.89		52,684.16	57,217.93	173,020.15
123	MSD COMM. PLAY FIELDS	59.55	542.11	17,210.32	2,253.00	108.00		1,618.70	1,812.48	23,604.16
128	1912 CENTER			9,077.04						9,077.04
220	TRANSIT CENTER	331.76	1,036.15	1,272.66						2,640.57
230	WATER	24,529.91	20,852.67	29,316.75	23,210.57	1,435.54	(242.53)	44,880.01	49,870.14	193,853.06
240	SEWER	24,930.62	40,929.71	18,482.26	1,894.08	1,671.95	(163.51)	47,120.23	49,917.94	184,783.28
290	SANITATION		267,544.21	781.30		228.49		5,360.80	5,454.91	279,369.71
295	FLEET	51,744.10	3,447.90	9,624.36		1,709.54		13,309.87	12,019.09	91,854.86
320	INFORMATION SYSTEMS	246.61		32,496.02	4,573.49	6,047.16		18,626.01	18,602.99	80,592.28
330	WATER CAPITAL PROJECTS	61,928.00	12,495.85	3,690.00	3,185.80					81,299.65
340	SEWER CAPITAL PROJECTS									0.00
350	SANITATION CAPITAL PROJ									0.00
355	CAPITAL PROJECTS	231.27	16.44	31,717.02	30,683.89					62,648.62
380	LID CONSTRUCTION									0.00
590	HAMILTON - PARKS & REC									0.00
	BONDS & INTEREST									0.00
	TOTAL	270,110.49	397,045.52	270,854.50	113,014.38	39,712.50	(406.04)	497,970.79	532,159.84	2,120,461.98

WIRE Transfers:

Jim Boland, Chair

Sarah L. Banks, Finance Director

Art Bettge

Anne Zabala

RECEIPTS REPORT FOR APRIL 2019

		Taxes	Franchise Fees	Licenses & Permits	Intergovernmental	Charges for Services	Fines & Penalties	Investment Income	Refunds & Reimbursements	Contributions & Donations	Other	Grand Total
Fund #	FUND NAME											
101	GENERAL	23,077.11	134,960.05	28,183.39	111,428.00	130,541.22	14,842.85	44,950.50	18,033.98	0.00	4,350.77	510,367.87
105	STREETS	3,186.11	0.00	0.00	0.00	26,015.97	0.00	0.00	80.00	0.00	0.00	29,282.08
120	RECREATION AND CULTURE	0.00	0.00	120.00	0.00	70,067.22	0.00	0.00	0.00	250.00	0.00	70,437.22
121	MSD COMMUNITY PLAY FIELDS	0.00	0.00	0.00	5,305.75	0.00	0.00	0.00	0.00	0.00	0.00	5,305.75
123	1912 CENTER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
128	TRANSIT CENTER	0.00	0.00	0.00	0.00	1,404.16	0.00	0.00	0.00	0.00	0.00	1,404.16
220	WATER	0.00	0.00	0.00	0.00	412,967.70	0.00	58,663.54	0.00	0.00	0.00	471,631.24
230	SEWER	0.00	0.00	0.00	0.00	862,648.83	0.00	0.00	900.75	0.00	0.00	863,549.58
240	SANITATION	0.00	0.00	0.00	0.00	463,914.75	0.00	0.00	2,000.00	0.00	0.00	465,914.75
290	FLEET	0.00	0.00	0.00	0.00	77,109.02	0.00	0.00	127.06	0.00	0.00	77,236.08
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	102,851.67	0.00	0.00	0.00	0.00	0.00	102,851.67
320	WATER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
330	SEWER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
340	SANITATION CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
350	CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,630.00	0.00	1,088.83	4,718.83
355	LID CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.31	5.31
380	HAMILTON P&R	0.00	0.00	0.00	0.00	0.00	0.00	5,079.94	0.00	0.00	0.00	5,079.94
590	BOND & INTEREST	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
595	LID FUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL	26,263.22	134,960.05	28,303.39	116,733.75	2,147,520.54	14,842.85	108,693.98	24,771.79	250.00	5,444.91	2,607,784.48

City of Moscow
Cash and Investments
Balances as of 4/30/2019

Fund		Year to Date Balance
General Fund	\$	5,317,959.67
Street Fund	\$	1,975,691.91
Culture & Recreation	\$	1,458,653.87
MSDCPF	\$	135,570.89
1912 Fund	\$	51,099.96
Transit Center	\$	66,112.82
Water Fund	\$	3,032,997.79
Sewer/WWTP	\$	4,828,393.81
Sanitation Fund	\$	2,620,668.88
Fleet Fund	\$	3,217,073.73
Information Systems	\$	1,750,704.11
Water Capital	\$	6,306,701.01
Sewer Capital	\$	9,044,204.38
Capital Projects	\$	3,258,902.94
Sanitation Capital	\$	5,213,232.00
LID construction	\$	162,493.19
Hamilton	\$	2,383,509.08
Bond & Interest	\$	14,296.95
LID Funds	\$	21,870.06
Payroll Service	\$	554,123.85
Total Cash & Investments	\$	51,414,260.90

COMMITTEE STAFF REPORT

DATE: Monday, May 13, 2019



RESPONSIBLE STAFF

Leah Carlson, Planner I

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Public Meeting: Proposed Lot Division at 1110 S Main Street (ACTION ITEM) - Leah Carlson

DESCRIPTION

The applicants, Justin Sult and Andrew Smith, are requesting a lot division for an existing 64,800 sf lot located at 1110 S. Main Street. The applicants are requesting the lot division in order to create one new lot of approximately 5,000 sf in size from the original parcel, leaving a remainder parcel of 59,800 sf. The subject property is located within the Multiple Family Residential Zoning District (R-4) which requires a minimum lot area of 5,000 sf and a minimum lot width of twenty feet (50'). The proposed lot area and lot width meet these requirements. There is an existing single family dwelling on the proposed lot and multiple structures on the remnant parcel that will meet all setback requirements as a result of the proposed division. Per Moscow City Code, property owners within 600 feet of the property have been notified of the proposed division and a sign was posted seven (7) days prior to the public meeting date.

STAFF RECOMMENDATION

Staff recommendation: Take public comment if applicable and recommend approval of the lot division request with no conditions.

PROPOSED ACTIONS

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

FISCAL IMPACT

No fiscal impact.

PERSONNEL IMPACT

No personnel Impact.

ATTACHMENTS

1. Application Letter
2. Property Descriptions
3. Site Plan

April 5th, 2019

Mayor Lambert and Moscow City Council

City Hall

Moscow, ID 83843

Re: Lot Division of 212 E Henley St at 1110 S Main St

Dear Mayor Lambert and City Council Members of Moscow,

Justin Sult and Andrew Smith, principals of 1110 Main LLC, are requesting a lot division at the 1110 S Main St property. The lot would separate the single-family home on the property (address of 212 E Henley St) from the rest of the property. This would create a 5,000 ft lot with a single-family home that could be sold separately from the rest of the property.

Attached are the following:

1. Proposed Survey
2. Proposed Legal Description

Please contact me if there are any questions about the lot division request.

Sincerely,

A handwritten signature in black ink, appearing to read 'Justin Sult', with a long horizontal flourish extending to the right.

Justin Sult

Principal

1110 Main, LLC

LUP2019-0011

Tax #27

Beginning at a point 364.5 feet North and 40 feet East (N. 89° 30' E.) of the Southwest corner of the NW $\frac{1}{4}$ of Sec. 17, Twp. 39 N, Range 5 WBM, and running thence North (along the East line of Main Street of Moscow, Idaho, extended South) 71 feet, to the Southwest corner of Edwards tract; thence N. 89°30' E. along South line of Edwards tract 125 feet; thence North along East line of Edwards tract 50 feet to a point on South line of Costello tract; thence N. 89°30' E. along South line of Castello tract 200 feet; thence North along the East line of

Received 4-8-19

Costello tract 114.95 feet to a point on South line of right of way of Spokane and Palouse Railroad; thence S. $55^{\circ}33'$ E. along said South line of right of way 148.4 feet to intersection with South line of right of way of O.W.R. & N. Ry. Co's Survey for extension; thence S. $45^{\circ}58'$ E. along last described right of way 83.65 feet to Northwest corner of Henley Tract; thence South along West line of Henley Tract 92.7 feet to point on North line of 30 foot (road) street; thence S. $89^{\circ}30'$ W. along said North line of said street 507.5 feet to the place of beginning and containing 1.75 acres, more or less.



Rim Rock Consulting, Inc.

PROFESSIONAL LAND SURVEYORS
GIS & MAPPING SERVICES

JOHN L. DUNN, PLS / ID, WA / CFEDS
DUANE E. PRIEST, PLS / ID
MICHAEL E. DAHLIN, PLS / ID, WA

PROPERTY DESCRIPTION FOR JUSTIN SULT LAND DIVISION PARCEL I

A parcel of land located in the southwest quarter of the northwest quarter of Section 17, Township 39 North, Range 5 West of the Boise Meridian, Latah County, Idaho, described as follows:

COMMENCING at the northwest corner of the northwest quarter of Section 17; thence along the west line thereof, S 00°54'38" W, 2276.57 feet; thence leaving said west line S 89°33'48" E, 40.64 feet to a point on the easterly right of way line of US Highway 95 and on the north line of E. Henley Street; thence continuing along said north line, S 89°33'48" E, 456.74 feet to the POINT OF BEGINNING:

Thence continuing along said north line S 89°33'48" E, 50.00 feet;

Thence leaving said north line, N 00°56'29" E, 100.00 feet;

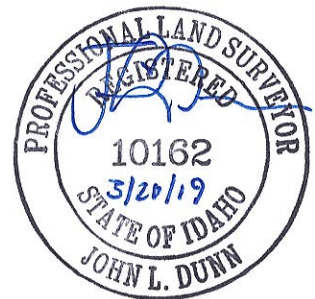
Thence N 89°33'48" W, 50.00 feet;

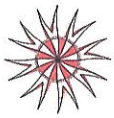
Thence S 00°56'29" W, 100.00 feet to the POINT OF BEGINNING.

Containing 5000 square feet, more or less

This description was prepared by John L. Dunn on March 20, 2019.

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





Rim Rock Consulting, Inc.

LUP2019-0011

PROFESSIONAL LAND SURVEYORS
GIS & MAPPING SERVICES

JOHN L. DUNN, PLS / ID, WA / CFEDS
DUANE E. PRIEST, PLS / ID
MICHAEL E. DAHLIN, PLS / ID, WA

PROPERTY DESCRIPTION FOR JUSTIN SULT REMAINDER PARCEL

A parcel of land located in the southwest quarter of the northwest quarter of Section 17, Township 39 North, Range 5 West of the Boise Meridian, Latah County, Idaho, described as follows:

COMMENCING at the northwest corner of the northwest quarter of Section 17; thence along the west line thereof, S 00°54'38" W, 2276.57 feet; thence leaving said west line S 89°33'48" E, 40.64 feet to a point on the easterly right of way line of US Highway 95 and the north line of E. Henley Street and the **POINT OF BEGINNING**:

Thence continuing along said north line, S 89°33'48" E, 456.74 feet;

Thence leaving said north line, N 00°56'29" E, 100.00 feet;

Thence S 89°33'48" E, 50.00 feet;

Thence N 00°56'29" E, 10.16 feet to the south line of that parcel of land described in Warranty Deed, Instrument Number 585722, Latah County Records;

Thence along said south line, N 54°25'20" W, 220.45 feet;

Thence leaving said south line and along the east line of that parcel of land described in Quitclaim Deed, Instrument Number 450058, Latah County Records, S 00°48'39" W, 115.00 feet;

Thence leaving said east line along the south line of said parcel, N 89°53'05" W, 201.10 feet;

Thence leaving said south line, S 00°56'12" W, 50.00 feet;

Thence N 89°33'48" W, 124.30 feet to a point on the easterly right of way line of US Highway 95;

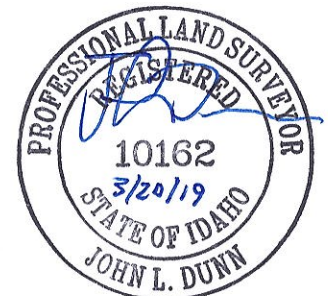
Thence along said right of way line, S 01°07'48" W, 70.92 feet to the **POINT OF BEGINNING**.

Containing 59800 square feet, more or less

This description was prepared by John L. Dunn on March 20, 2019.

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

rimrock@rimrockconsulting.us

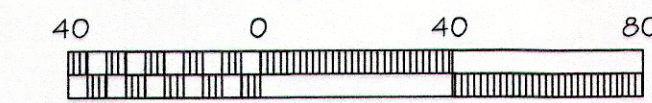
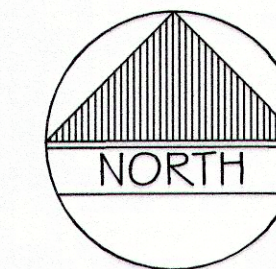


Received 4-8-19

T 39 N, R 5 W, S 7

RECORD OF SURVEY

A Division of Land Located in the
SW 1/4 of the NW 1/4 of Section 17,
T39N, R5W, Boise Meridian
Latah County, Idaho



ORIGINAL SCALE : 1" = 40 FEET
CADD FILE : Sult, Justin ROS.dwg

LEGEND

- Set 5/8" X 30" long rebar w/ aluminum cap LS 10162
- Set 1" copper plug in concrete LS 10162
- Found Property Corner as Described
- Calculated Position - Nothing Found or Set
- ✕ Found Section or 1/4 Section Corner
- (M) Measured
- (R) Record Per References
- Subject Property Boundary Line
- Section Line
- City Street Centerline
- City Street Right of Way Line
- Adjoining Parcel Line
- x - x - Fenceline

BASIS OF BEARINGS

The Basis of Bearings for this survey is the Idaho Coordinate System, West Zone, NAD 83, as shown between the found west quarter corner and the found northwest corner of Section 17, said bearing being N 00°54'09" E.

SURVEY REFERENCES

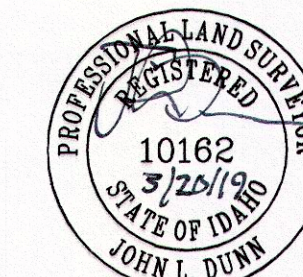
1. Warranty Deed, Inst. No. 596061
2. Warranty Deed, Inst. No. 585722
3. Warranty Deed, Inst. No. 441888
4. Warranty Deed, Inst. No. 577585
5. Quitclaim Deed, Inst. No. 450058
6. Record of Survey, Inst. No. 596458, PLS 10162, 2018
7. Record of Survey, Inst. No. 553744, PLS 12724, 2012
8. Record of Survey, Inst. No. 498451, PLS 6449, 2005

SURVEYOR NOTES

1. The purpose of this survey is to create a parcel of land around the house in the southeast corner of the parcel of land described in Warranty Deed, Inst. No. 596061.
2. Legal descriptions have been prepared and will be filed under separate documentation.

SURVEYOR CERTIFICATION

This map correctly represents a survey made by me or under my direction in conformance with the Survey Recording Act. This survey map was prepared at the request of Justin Sult, in March, 2019.



John L. Dunn - Idaho Professional Land Surveyor

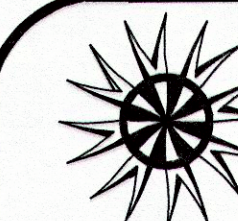
COUNTY RECORDER CERTIFICATE

STATE OF IDAHO, COUNTY OF LATAH
RECORDED AT THE REQUEST OF John L. Dunn
AT 3:00 PM THIS 21 DAY OF 03, 2019

RECORDER

DEPUTY HENRIANNE K. WESTBERG

Handwritten signature and date: 3-20-19



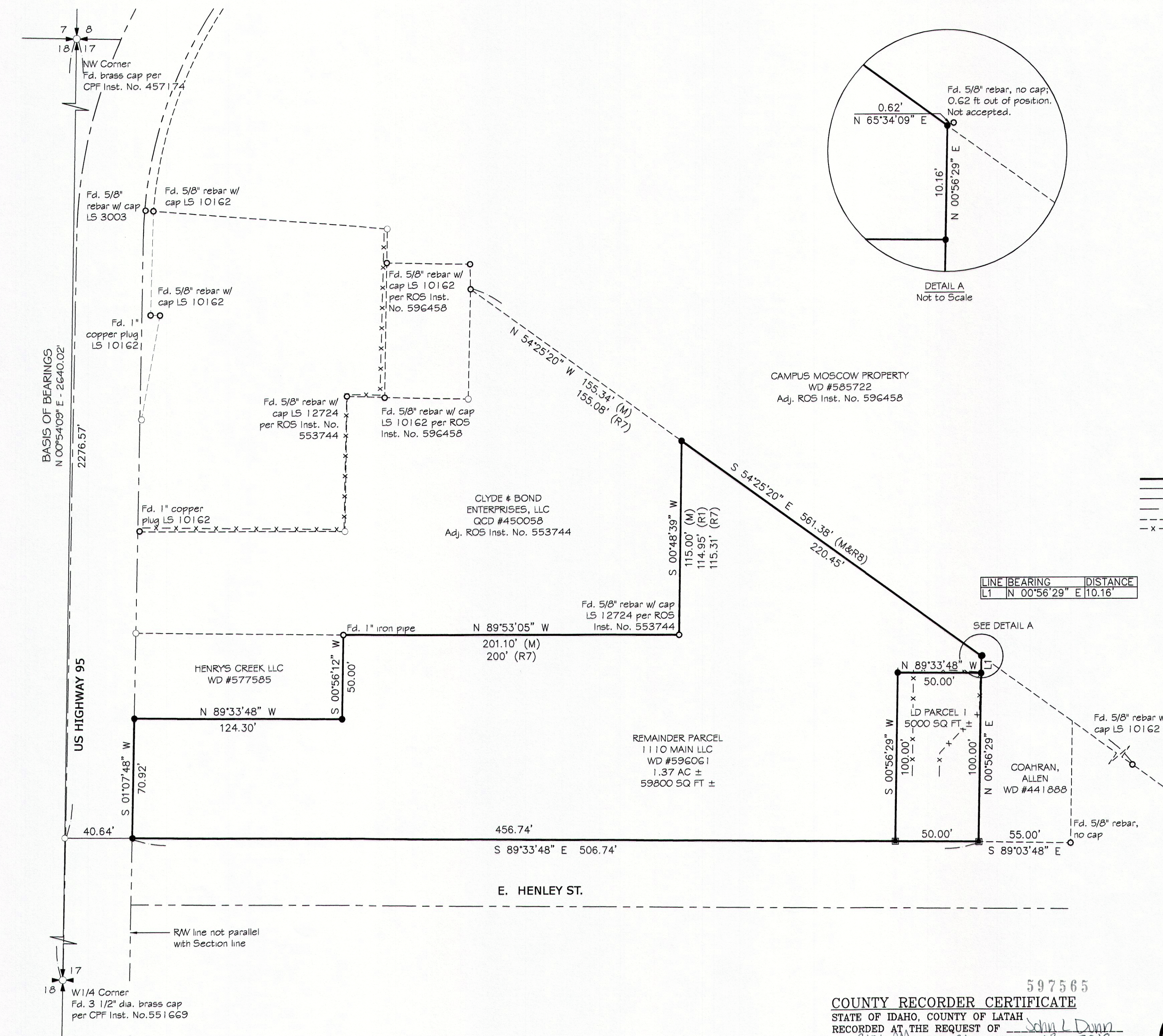
RIM ROCK CONSULTING, INC.

- Land Surveying
- Site Planning
- Mapping

129 West 3rd Street #102 Moscow, Idaho 83843 208-883-5339 rimrock@rimrockconsulting.net

SHEET

1
OF
1



DATE	STATE	COUNTY	PROJECT	DRAWN BY
MARCH 2019	ID	LATAH	SULT - LD	TMH

COMMITTEE STAFF REPORT

DATE: Monday, May 13, 2019



RESPONSIBLE STAFF

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Lola Clyde Park Playground Slab and Pathway Bid Results (ACTION ITEM) - David Schott

DESCRIPTION

The City issued a solicitation for bids on April 24, 2019 for the Lola Clyde Park Playground Slab and Pathway Project. The work consists of the installation of approximately five hundred sixty-seven (567) square yards of six-inch (6") thick reinforced concrete slab in Lola Clyde Park for the playground pad. This project will also include the installation of approximately ninety-eight (98) square yards of five-inch (5") thick concrete sidewalk to access the playground.

Bids for the Lola Clyde Park Playground Slab and Pathway Project were opened on May 3, 2019. Two (2) responsive bid proposals were received with bids ranging from \$64,154 to \$94,520. The Engineers estimate for contract bids items was \$77,834.

The Parks and Recreation Department is requesting authorization to retain McCall's Classic Construction, Inc. for the Lola Clyde Park Playground Slab and Pathway Project in the amount of \$64,154 with a ten percent contingency of \$6,416 and an additional \$1,000 for materials testing for a total amount not to exceed \$71,570.

STAFF RECOMMENDATION

Recommend acceptance of the low bid from McCall's Classic Construction in the amount of \$64,154 with a ten percent contingency of \$6,416 and \$1,000 for materials testing for a total amount not to exceed \$71,570, or provide staff further direction.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend acceptance of the low bid from McCall's Classic Construction in the amount of \$64,154 with a ten percent contingency of \$6,416 and \$1,000 for materials testing for a total amount not to exceed \$71,570, or provide staff further direction.

FISCAL IMPACT

The funding source is the Hamilton Fund, and was approved through the FY19 budget. The budgetary line item for expenses, will be Capital Projects 350-165-30-770-76. Per City Council Resolution 2017-07, individual projects are required to be authorized through the annual budget process.

PERSONNEL IMPACT

ATTACHMENTS

1. ConstructionAgreement-LolaClydeParkConcreteProject;McCalls(2019);pm2;mv(clean)
2. 05.07.19 Lola Clyde Park Playground Slab and Pathway Bid Tally
3. Lola Clyde Park Playground Slab and Pathway Estimate
4. McCalls - Lola Clyde Park Playground Slab and Pathway Bid
5. Knox - Lola Clyde Park Playground Slab and Pathway Bid

**CONSTRUCTION AGREEMENT
FOR LOLA CLYDE PARK PLAYGROUND SLAB AND PATHWAY
BETWEEN CITY OF MOSCOW, IDAHO
AND MCCALL'S CLASSIC CONSTRUCTION, INC.**

THIS CONSTRUCTION AGREEMENT FOR LOLA CLYDE PARK PLAYGROUND SLAB AND PATHWAY BETWEEN CITY OF MOSCOW, IDAHO, AND MCCALL'S CLASSIC CONSTRUCTION, 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 McCall's Classic Construction, Inc., 945 Beachview Boulevard, Clarkston, Washington, 99403 (hereinafter "CONTRACTOR"):

W I T N E S S E T H :

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

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

WHEREAS, CITY has accepted CONTRACTOR's bid;

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

**ARTICLE 1.
CONTRACT DOCUMENTS**

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

1. Invitation to Bid;
2. Project Specifications titled: LOLA CLYDE PARK
PLAYGROUND SLAB AND PATHWAY
3. Bid/Proposal of CONTRACTOR, dated May 3, 2019, physically attached to this Agreement;
4. The Engineering 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:

LOLA CLYDE PARK PLAYGROUND SLAB AND PATHWAY

**ARTICLE 3.
CONTRACT TIME/SUBSTANTIAL COMPLETION**

The work to be performed pursuant to this Agreement shall be substantially completed on or before twenty one (21) 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 Four Thousand One Hundred Fifty Four Dollars (\$64,154) for Base Bid (the Contract Sum), as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR's bid amount of Sixty Four Thousand One Hundred Fifty Four Dollars (\$64,154) 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:

McCall's Classic Construction, Inc.
Chad McCall, Owner
945 Beachview Boulevard
Clarkston, Washington 99403

CITY:

City of Moscow
David Schott
Assistant Parks and Recreation Director
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 CITY. 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:

McCall's Classic Construction, 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 McCall's Classic Construction, Inc.

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

INVITATION TO BID

The City of Moscow, Idaho is accepting sealed bids to be submitted to the City Shop – Parks at 650 North Van Buren, Moscow, Idaho 83843, and clearly marked “**Bid Enclosed – LOLA CLYDE PARK PLAYGROUND SLAB AND PATHWAY**” until **3:00 p.m.**, prevailing local time, **Friday, May 3, 2019**, for the following project:

LOLA CLYDE PARK PLAYGROUND SLAB AND PATHWAY

This project consists of the installation of approximately five hundred sixty-seven (567) square yards of six-inch (6”) thick reinforced concrete slab in Lola Clyde Park. This project will also include the installation of approximately ninety-eight (98) square yards of five-inch (5”) thick concrete sidewalk as shown on the construction plans and herein described in these specifications. All work shall be completed as shown on the construction plans and herein described in these specifications.

Any objections to the contents or terms of the Specifications shall be raised one (1) day prior to bid opening or it shall be deemed to have been waived.

Prevailing wages are not required on this project.

Proposal Guarantee (Bid bond) is not required with bid submittal.

Contractor shall furnish a sealed, written and signed bid (on Bid Proposal form) to perform this work to the Parks and Recreation Department Administrative Specialist, Donna Howard, at 650 North Van Buren Street, Moscow, Idaho 83843 OR bids may be submitted by e-mail to dschott@ci.moscow.id.us by 3:00 p.m., Prevailing Local Time, Friday, May 3, 2019. All responders will be notified of results by e-mail by Wednesday, May 8, 2019. **Contact David Schott at dschott@ci.moscow.id.us with any questions.**

The City reserves the right to reject any and all Bid Proposals, to waive any formality in the Bidding Contract Documents and to make selection to the lowest responsive, responsible and qualified Bidder as it may best serve the interest of the Owner.

BID PROPOSAL

TO: Mayor and City Council
City of Moscow, Idaho

Date: May 3rd 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 LOLA CLYDE PARK PLAYGROUND SLAB AND PATHWAY, (hereinafter "Project"), specified herein and which construction documents are on file with the Assistant Parks and Recreation Director, City Shop - Parks, 650 North Van Buren 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. Proposal Guarantee (Bid bond) is not required with bid submittal.
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 Assistant Parks and Recreation Director.
8. The undersigned, as a bidder, acknowledges that Addenda Number NA 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 Work's License Number 14493-A-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 LOLA CLYDE PARK PLAYGROUND SLAB AND PATHWAY 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

<u>Item No.</u>	<u>Item Description</u>	<u>Quantity & Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Mobilization	1 LS	\$ 3500. ⁰⁰	\$ 3500. ⁰⁰
2.	Excavation	221 CY	\$ 30. ⁰⁰	\$ 6630. ⁰⁰
3.	Six-Inch Thick Reinforced Concrete Slab	567 SY	\$ 63. ⁰⁰	\$ 35,721. ⁰⁰
4.	Five-Inch Thick Concrete Sidewalk	98 SY	\$ 54. ⁰⁰	\$ 5292. ⁰⁰
5.	Soft Spot Repair	134 SY	\$ 30. ⁰⁰	\$ 4020. ⁰⁰
6.	Inlet Protection	2 EA	\$ 100. ⁰⁰	\$ 200. ⁰⁰
7.	Stabilized Construction Entrance	1 LS	\$ 1500. ⁰⁰	\$ 1500. ⁰⁰
8.	12' Gravel Access Road Installation & Removal	253 SY	\$ 12. ⁰⁰	\$ 3036. ⁰⁰
9.	Silt Fence	390 LF	\$ 4. ⁵⁰	\$ 1755. ⁰⁰
10.	Straw Wattles	100 LF	\$ 2. ⁵⁰	\$ 250. ⁰⁰
11.	Misc. Landscaping	1 LS	\$ 1500. ⁰⁰	\$ 1500. ⁰⁰
12.	Traffic Control	1 LS	\$ 750. ⁰⁰	\$ 750. ⁰⁰
Bid Total				\$ 64,154. ⁰⁰

McCALL'S CLASSIC CONSTRUCTION
Firm Name of Bidder

[Signature]
Signature of Bidder

ESTIMATOR
Official Title

945 BEACHVIEW BLVD
Bidders Mailing Address CLARKSTON WA 99403

14493-A-4
Public Works License No.

WASHINGTON
State of Incorporation if Incorporated

SEAL (if incorporated)

Dated at 10:00 am

This 3rd day of May, 2019

Lola Clyde Park Playground Slab and Pathway Project 2019		
05.07.19		
Bid Tally		
Contractor	McCall's Classic Construction	Knox Concrete
Base Bid	\$ 64,154.00	\$ 94,520.00

Lola Clyde Pathway & Playground Pad

Item No.	Item	Quantity	Unit	Unit Price	Amount
Preparation Items					
1	Mobilization	1	LS	\$ 7,000.00	\$ 7,000.00
2	Excavation	221	CY	\$ 14.00	\$ 3,094.00
Concrete					
3	6-In Reinforced Concrete Pad	567	S.Y.	\$ 85.00	\$ 48,195.00
4	5-In Concrete Sidewalk	98	S.Y.	\$ 55.00	\$ 5,390.00
5	Soft Spot Repair	134	S.Y.	\$ 15.00	\$ 2,010.00
Erosion Control and Roadside Restoration					
6	Inlet Protection	2	EA	\$ 250.00	\$ 500.00
7	Stabilized Construction Entrance	1	LS	\$ 2,000.00	\$ 2,000.00
8	12' Gravel Access Road Installation & Removal	253	SY	\$ 15.00	\$ 3,795.00
9	Silt Fence	390	LF	\$ 10.00	\$ 3,900.00
10	Straw Wattles	100	LF	\$ 5.00	\$ 500.00
11	Misc. Landscaping	1	LS	\$ 1,450.00	\$ 1,450.00
Other Items					
Sub-Total Contract Bid Items					\$ 77,834.00
	Materials Testing (STRATA)	4	TEST	\$ 250.00	\$ 1,000.00
Sub-Total Below The Line Items					\$ 1,000.00
					\$ 78,834.00
10% Contingency					\$ 7,883.40
TOTAL					\$ 86,717.40

INVITATION TO BID

The City of Moscow, Idaho is accepting sealed bids to be submitted to the City Shop – Parks at 650 North Van Buren, Moscow, Idaho 83843, and clearly marked **“Bid Enclosed – LOLA CLYDE PARK PLAYGROUND SLAB AND PATHWAY”** until **3:00 p.m.**, prevailing local time, **Friday, May 3, 2019**, for the following project:

LOLA CLYDE PARK PLAYGROUND SLAB AND PATHWAY

This project consists of the installation of approximately five hundred sixty-seven (567) square yards of six-inch (6”) thick reinforced concrete slab in Lola Clyde Park. This project will also include the installation of approximately ninety-eight (98) square yards of five-inch (5”) thick concrete sidewalk as shown on the construction plans and herein described in these specifications. All work shall be completed as shown on the construction plans and herein described in these specifications.

Any objections to the contents or terms of the Specifications shall be raised one (1) day prior to bid opening or it shall be deemed to have been waived.

Prevailing wages are not required on this project.

Proposal Guarantee (Bid bond) is not required with bid submittal.

Contractor shall furnish a sealed, written and signed bid (on Bid Proposal form) to perform this work to the Parks and Recreation Department Administrative Specialist, Donna Howard, at 650 North Van Buren Street, Moscow, Idaho 83843 OR bids may be submitted by e-mail to dschott@ci.moscow.id.us by 3:00 p.m., Prevailing Local Time, Friday, May 3, 2019. All responders will be notified of results by e-mail by Wednesday, May 8, 2019. **Contact David Schott at dschott@ci.moscow.id.us with any questions.**

The City reserves the right to reject any and all Bid Proposals, to waive any formality in the Bidding Contract Documents and to make selection to the lowest responsive, responsible and qualified Bidder as it may best serve the interest of the Owner.

BID PROPOSAL

TO: Mayor and City Council
City of Moscow, Idaho

Date: May 3rd 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 LOLA CLYDE PARK PLAYGROUND SLAB AND PATHWAY, (hereinafter "Project"), specified herein and which construction documents are on file with the Assistant Parks and Recreation Director, City Shop - Parks, 650 North Van Buren 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. Proposal Guarantee (Bid bond) is not required with bid submittal.
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 Assistant Parks and Recreation Director.
8. The undersigned, as a bidder, acknowledges that Addenda Number NA 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 Idaho Public Work's License Number 14493-A-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:

<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 LOLA CLYDE PARK PLAYGROUND SLAB AND PATHWAY 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

<u>Item No.</u>	<u>Item Description</u>	<u>Quantity & Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
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5.	Soft Spot Repair	134 SY	\$ 30. ⁰⁰	\$ 4020. ⁰⁰
6.	Inlet Protection	2 EA	\$ 100. ⁰⁰	\$ 200. ⁰⁰
7.	Stabilized Construction Entrance	1 LS	\$ 1500. ⁰⁰	\$ 1500. ⁰⁰
8.	12' Gravel Access Road Installation & Removal	253 SY	\$ 12. ⁰⁰	\$ 3036. ⁰⁰
9.	Silt Fence	390 LF	\$ 4. ⁵⁰	\$ 1755. ⁰⁰
10.	Straw Wattles	100 LF	\$ 2. ⁵⁰	\$ 250. ⁰⁰
11.	Misc. Landscaping	1 LS	\$ 1500. ⁰⁰	\$ 1500. ⁰⁰
12.	Traffic Control	1 LS	\$ 750. ⁰⁰	\$ 750. ⁰⁰
Bid Total				\$ 64,154. ⁰⁰

MCCALL'S CLASSIC CONSTRUCTION
Firm Name of Bidder

[Signature]
Signature of Bidder

ESTIMATOR
Official Title

945 BEACHVIEW BLVD
Bidders Mailing Address CLARKSTON WA 99403

14493-A-4
Public Works License No.

WASHINGTON
State of Incorporation if Incorporated

SEAL (if incorporated)

Dated at 10:00 am

This 3rd day of May, 2019

BID PROPOSAL

TO: Mayor and City Council
City of Moscow, Idaho

Date: 5/3/19

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 LOLA CLYDE PARK PLAYGROUND SLAB AND PATHWAY, (hereinafter "Project"), specified herein and which construction documents are on file with the Assistant Parks and Recreation Director, City Shop - Parks, 650 North Van Buren 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.
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4. The undersigned will furnish separate performance and payment bonds in the full amount of the contract price.
5. Proposal Guarantee (Bid bond) is not required with bid submittal.
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 Assistant Parks and Recreation Director.
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 Idaho Public Work's License Number RCE-21479.

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>N/A</u>		
b.			
c.			
d.			
e.			

12. The undersigned proposes to furnish labor, materials, equipment and services of all kinds required for LOLA CLYDE PARK PLAYGROUND SLAB AND PATHWAY 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

<u>Item No.</u>	<u>Item Description</u>	<u>Quantity & Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Mobilization	1 LS	\$ 5,000.00	\$ 5,000.00
2.	Excavation	221 CY	\$ 35.00	\$ 7,735.00
3.	Six-Inch Thick Reinforced Concrete Slab	567 SY	\$ 70.00	\$ 39,690.00
4.	Five-Inch Thick Concrete Sidewalk	98 SY	\$ 80.00	\$ 7,840.00
5.	Soft Spot Repair	134 SY	\$ 30.00	\$ 4,020.00
6.	Inlet Protection	2 EA	\$ 250.00	\$ 500.00
7.	Stabilized Construction Entrance	1 LS	\$ 4,000.00	\$ 4,000.00
8.	12' Gravel Access Road Installation & Removal	253 SY	\$ 45.00	\$ 11,385.00
9.	Silt Fence	390 LF	\$ 15.00	\$ 5,850.00
10.	Straw Wattles	100 LF	\$ 15.00	\$ 1,500.00
11.	Misc. Landscaping	1 LS	\$ 5,000.00	\$ 5,000.00
12.	Traffic Control	1 LS	\$ 2,000.00	\$ 2,000.00
			Bid Total	\$ 94,520.00

Knox Concrete LLC
Firm Name of Bidder

[Signature]
Signature of Bidder

Estimator
Official Title

913 Snake River Ave. Lewiston, ID 83501
Bidders Mailing Address

PWC-C-16917-B-4
Public Works License No.

N/A
State of Incorporation if Incorporated

SEAL (if incorporated)

Dated at 11:00

This 3rd day of May, 2019

COMMITTEE STAFF REPORT

DATE: Monday, May 13, 2019



RESPONSIBLE STAFF

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Lena Whitmore Park ADA Pathway Bid Results (ACTION ITEM) - David Schott

DESCRIPTION

The City issued a solicitation for bids on April 24, 2019 for the Lena Whitmore Park ADA Pathway Project. The work consists of the removal of approximately two hundred thirty four (234) square yards of sidewalk and the installation of approximately three hundred sixty (360) square yards of concrete sidewalk and the installation of a pedestrian ramp.

Bids for the Lena Whitmore Park ADA Pathway Project were opened on May 3, 2019. Two (2) responsive bid proposals were received with bids ranging from \$48,875.75 to \$67,895. The Engineers estimate for contract bids items was \$56,698.

The Parks and Recreation Department is requesting authorization to retain McCall's Classic Construction, Inc. for the Lena Whitmore Park ADA Pathway Project in the amount of \$48,875.75 with a ten percent contingency of \$4,888 and an additional \$1,000 for materials testing for a total amount not to exceed \$54,763.75.

STAFF RECOMMENDATION

Recommend acceptance of the low bid from McCall's Classic Construction, Inc. in the amount of \$48,875.75 with a ten percent contingency of \$4,888 and \$1,000 for materials testing for a total amount not to exceed \$56,698, or provide staff further direction.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend acceptance of the low bid from McCall's Classic Construction, Inc. in the amount of \$48,875.75 with a ten percent contingency of \$4,888 and \$1,000 for materials testing for a total amount not to exceed \$56,698, or provide staff further direction.

FISCAL IMPACT

The funding source is Capital Projects: Improvements – Parks GL Code 350-165-30-770-73. The budget for the project was \$78,487.

PERSONNEL IMPACT

ATTACHMENTS

1. ConstructionAgreement-LenaWhitmoreParkADAPathwayProject;McCalls(2019);pm2;mv(clean)
2. 05.07.19 Lena Whitmore Park ADA Pathway Bid Tally
3. Lena Whitmore Park ADA Pathway Estimate
4. McCalls - Lena Whitmore Park ADA Pathway Bid
5. Knox - Lena Whitmore Park ADA Pathway Bid

**CONSTRUCTION AGREEMENT
FOR LENA WHITMORE PARK A.D.A. PATHWAY
BETWEEN CITY OF MOSCOW, IDAHO
AND MCCALL'S CLASSIC CONSTRUCTION, INC.**

THIS CONSTRUCTION AGREEMENT FOR LENA WHITMORE PARK A.D.A. PATHWAY BETWEEN CITY OF MOSCOW, IDAHO, AND MCCALL'S CLASSIC CONSTRUCTION, 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 McCall's Classic Construction, Inc., 945 Beachview Boulevard, Clarkston, Washington, 99403 (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: LENA WHITMORE PARK A.D.A. PATHWAY
3. Bid/Proposal of CONTRACTOR, dated May 3, 2019, physically attached to this Agreement;
4. The Engineering 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:

LENA WHITMORE PARK A.D.A. PATHWAY

**ARTICLE 3.
CONTRACT TIME/SUBSTANTIAL COMPLETION**

The work to be performed pursuant to this Agreement shall be substantially completed on or before twenty one (21) 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 Forty Eight Thousand Eight Hundred Seventy Five Dollars and Seventy Five Cents (\$48,875.75) for Base Bid (the Contract Sum), as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR's bid amount of Forty Eight Thousand Eight Hundred Seventy Five Dollars and Seventy Five Cents (\$48,875.75) unless otherwise authorized by CITY. Any such increase in work shall be compensated in accordance with unit pricing terms specified in bid documents. Said Contract Sum shall be paid in accordance with the Contract Documents.

**ARTICLE 5.
INDEPENDENT CONTRACTOR**

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

**ARTICLE 6.
SCOPE OF SERVICES**

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

ARTICLE 7.
HOLD HARMLESS/INDEMNIFICATION

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

ARTICLE 8.
CONFLICT OF INTEREST

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

ARTICLE 9.
ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

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

ARTICLE 10.
LICENSES AND ADHERENCE TO LAW REQUIRED

CONTRACTOR represents that he possesses the skill and experience necessary and all licenses required to perform the services under this Agreement. CONTRACTOR further agrees to comply with all applicable Federal, State and Local statutes and regulations in the performance of the services hereunder, and are hereby made a part of this Agreement and shall be adhered to at all times. Violation of any of these statutes or regulations by CONTRACTOR shall be deemed material and shall subject CONTRACTOR to termination of this Agreement for cause. No pleas

of misunderstanding or ignorance on the part of CONTRACTOR will, in any way, serve to modify the provisions of this requirement. CONTRACTOR and its surety shall indemnify, defend and hold harmless CITY and its employees, agents, engineers and representatives against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by CONTRACTOR, CONTRACTOR's employees, or its subcontractors.

ARTICLE 11. EMPLOYMENT DISCRIMINATION

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

ARTICLE 12. LEGAL FEES

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

ARTICLE 13. JURISDICTION, VENUE AND NONWAIVER

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

ARTICLE 14. SPECIAL WARRANTY

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

merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.

**ARTICLE 15.
COMMUNICATIONS**

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

CONTRACTOR:

McCall's Classic Construction, Inc.
Chad McCall, Owner
945 Beachview Boulevard
Clarkston, Washington 99403

CITY:

City of Moscow
David Schott
Assistant Parks and Recreation Director
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 CITY. 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:

McCall's Classic Construction, 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 McCall's Classic Construction, Inc.

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

INVITATION TO BID

The City of Moscow, Idaho is accepting sealed bids to be submitted to the City Shop – Parks at 650 North Van Buren, Moscow, Idaho 83843, and clearly marked “**Bid Enclosed – LENA WHITMORE PARK ADA PATHWAY**” until **3:00 p.m.**, prevailing local time, **Friday, May 3, 2019**, for the following project:

LENA WHITMORE PARK ADA PATHWAY

This project consists of the removal of approximately two hundred thirty four (234) square yards of sidewalk, approximately seven (7) square yards of bituminous surface, and removal of approximately thirty one (31) linear feet of curb. The project also consists of the installation of approximately three hundred sixty (360) square yards of concrete sidewalk and the installation of a pedestrian ramp as shown on the construction plans and herein described in these specifications. All work shall be completed as shown on the construction plans and herein described in these specifications.

Any objections to the contents or terms of the Specifications shall be raised one (1) day prior to bid opening or it shall be deemed to have been waived.

Prevailing wages are not required on this project.

Proposal Guarantee (Bid bond) is not required with bid submittal.

Contractor shall furnish a sealed, written and signed bid (on Bid Proposal form) to perform this work to the Parks and Recreation Department Administrative Specialist, Donna Howard, at 650 North Van Buren Street, Moscow, Idaho 83843 OR bids may be submitted by e-mail to dschott@ci.moscow.id.us by 3:00 p.m., Prevailing Local Time, Friday, May 3, 2019. All responders will be notified of results by e-mail by Wednesday, May 8, 2019. **Contact David Schott at dschott@ci.moscow.id.us with any questions.**

The City reserves the right to reject any and all Bid Proposals, to waive any formality in the Bidding Contract Documents and to make selection to the lowest responsive, responsible and qualified Bidder as it may best serve the interest of the Owner.

BID PROPOSAL

TO: Mayor and City Council
City of Moscow, Idaho

Date: May 3rd, 2011

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 LENA WHITMORE PARK ADA PATHWAY, (hereinafter "Project"), specified herein and which construction documents are on file with the Assistant Parks and Recreation Director, City Shop - Parks, 650 North Van Buren 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. Proposal Guarantee (Bid bond) is not required with bid submittal.
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 Assistant Parks and Recreation Director.
8. The undersigned, as a bidder, acknowledges that Addenda Number NA 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 Work's License Number 14493-A-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:

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

12. The undersigned proposes to furnish labor, materials, equipment and services of all kinds required for LENA WHITMORE PARK ADA PATHWAY 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

<u>Item No.</u>	<u>Item Description</u>	<u>Quantity & Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Mobilization	1 LS	\$ 3500. ⁰⁰	\$ 3500. ⁰⁰
2.	Excavation	42 CY	\$ 50. ⁰⁰	\$ 2100. ⁰⁰
3.	Remove/Dispose Bituminous Surface	15 SY	\$ 27. ⁰⁰	\$ 405. ⁰⁰
4.	Remove/Dispose Concrete Sidewalk	234 SY	\$ 32. ⁰⁰	\$ 7488. ⁰⁰
5.	Remove/Dispose Concrete Curb	31 LF	\$ 8. ²⁵	\$ 255. ⁷⁵
6.	Remove/Relocate Accessories	1 LS	\$ 850. ⁰⁰	\$ 850. ⁰⁰
7.	Five-Inch Thick Concrete Sidewalk	360 SY	\$ 54. ⁰⁰	\$ 19,440. ⁰⁰
8.	Pedestrian Ramp	32 SY	\$ 81. ⁰⁰	\$ 2592. ⁰⁰
9.	Concrete Type 'A' Curb	31 LF	\$ 25. ⁰⁰	\$ 775. ⁰⁰
10.	Soft Spot Repair	90 SY	\$ 30. ⁰⁰	\$ 2700. ⁰⁰
11.	HMA Asphalt Patching	3.4 TONS	\$ 300. ⁰⁰	\$ 1020. ⁰⁰
12.	4' Orange Construction Fence	850 LF	\$ 5. ⁰⁰	\$ 4250. ⁰⁰
13.	Irrigation System/Surface Restoration	1 LS	\$ 2500. ⁰⁰	\$ 2500. ⁰⁰
14.	Pedestrian Traffic Control	1 LS	\$ 1000. ⁰⁰	\$ 1000. ⁰⁰
Bid Total				\$ 48,875. ⁷⁵

McCall's Classic Construction
Firm Name of Bidder

[Signature]
Signature of Bidder

Estimator
Official Title

945 BEACHVIEW BLVD CHARLESTON WA 99203
Bidders Mailing Address

14493-A-4
Public Works License No.

WASHINGTON
State of Incorporation if Incorporated

SEAL (if incorporated)

Dated at 10:00 am

This 3rd day of May, 2019

Lena Whitmaore Park ADA Pathway Project 2019		
05.07.19		
Bid Tally		
Contractor	McCall's Classic Construction	Knox Concrete
Base Bid	\$ 48,875.75	\$ 67,895.00

Lena Whitmore Park ADA Pathway					
Item No.	Item	Quantity	Unit	Unit Price	Amount
Preparation Items					
1	Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00
2	Excavation	42	CY	\$ 15.00	\$ 630.00
3	Remove/Dispose Bituminous Surface	7.1	SY	\$ 25.00	\$ 177.50
4	Remove/Dispose Concrete Sidewalk	234.1	SY	\$ 25.00	\$ 5,852.50
5	Remove/Dispose Concrete Curb	31	LF	\$ 15.00	\$ 465.00
6	Remove/Relocate Accessories	1	LS	\$ 1,000.00	\$ 1,000.00
Concrete					
7	Concrete Sidewalk	360	SY	\$ 65.00	\$ 23,400.00
8	Pedestrian Curb Ramp	30.4	SY	\$ 120.00	\$ 3,648.00
9	Concrete Curb	31	LF	\$ 25.00	\$ 775.00
Roadway					
10	Soft Spot Repair	90	S.Y.	\$ 15.00	\$ 1,350.00
11	HMA Asphalt Patch	3.4	TONS	\$ 15.00	\$ 200.00
Erosion Control and Roadside Restoration					
12	4' Orange Construction Fence	850	LF	\$ 2.00	\$ 1,700.00
13	Irrigation System/Surface Restoration	1	LS	\$ 10,000.00	\$ 10,000.00
Traffic					
14	Pedestrian Traffic Control	1	LS	\$ 2,500.00	\$ 2,500.00
Other Items					
		Sub-Total Contract Bid Items			\$ 56,698.00
	Materials Testing (STRATA)	4	TEST	\$ 250.00	\$ 1,000.00
		Sub-Total Below The Line Items			\$ 1,000.00
				15% Contingency	\$ 8,654.70
				TOTAL	\$ 66,352.70

INVITATION TO BID

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LENA WHITMORE PARK ADA PATHWAY

This project consists of the removal of approximately two hundred thirty four (234) square yards of sidewalk, approximately seven (7) square yards of bituminous surface, and removal of approximately thirty one (31) linear feet of curb. The project also consists of the installation of approximately three hundred sixty (360) square yards of concrete sidewalk and the installation of a pedestrian ramp as shown on the construction plans and herein described in these specifications. All work shall be completed as shown on the construction plans and herein described in these specifications.

Any objections to the contents or terms of the Specifications shall be raised one (1) day prior to bid opening or it shall be deemed to have been waived.

Prevailing wages are not required on this project.

Proposal Guarantee (Bid bond) is not required with bid submittal.

Contractor shall furnish a sealed, written and signed bid (on Bid Proposal form) to perform this work to the Parks and Recreation Department Administrative Specialist, Donna Howard, at 650 North Van Buren Street, Moscow, Idaho 83843 OR bids may be submitted by e-mail to dschott@ci.moscow.id.us by 3:00 p.m., Prevailing Local Time, Friday, May 3, 2019. All responders will be notified of results by e-mail by Wednesday, May 8, 2019. **Contact David Schott at dschott@ci.moscow.id.us with any questions.**

The City reserves the right to reject any and all Bid Proposals, to waive any formality in the Bidding Contract Documents and to make selection to the lowest responsive, responsible and qualified Bidder as it may best serve the interest of the Owner.

BID PROPOSAL

TO: Mayor and City Council
City of Moscow, Idaho

Date: May 3rd, 2011

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 LENA WHITMORE PARK ADA PATHWAY, (hereinafter "Project"), specified herein and which construction documents are on file with the Assistant Parks and Recreation Director, City Shop - Parks, 650 North Van Buren 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.
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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>NA</u>	<u>NONE</u>		
b.			
c.			
d.			
e.			

12. The undersigned proposes to furnish labor, materials, equipment and services of all kinds required for LENA WHITMORE PARK ADA PATHWAY 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

<u>Item No.</u>	<u>Item Description</u>	<u>Quantity & Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Mobilization	1 LS	\$ 3500. ⁰⁰	\$ 3500. ⁰⁰
2.	Excavation	42 CY	\$ 50. ⁰⁰	\$ 2100. ⁰⁰
3.	Remove/Dispose Bituminous Surface	15 SY	\$ 27. ⁰⁰	\$ 405. ⁰⁰
4.	Remove/Dispose Concrete Sidewalk	234 SY	\$ 32. ⁰⁰	\$ 7488. ⁰⁰
5.	Remove/Dispose Concrete Curb	31 LF	\$ 8. ²⁵	\$ 255. ⁷⁵
6.	Remove/Relocate Accessories	1 LS	\$ 850. ⁰⁰	\$ 850. ⁰⁰
7.	Five-Inch Thick Concrete Sidewalk	360 SY	\$ 54. ⁰⁰	\$ 19,440. ⁰⁰
8.	Pedestrian Ramp	32 SY	\$ 81. ⁰⁰	\$ 2592. ⁰⁰
9.	Concrete Type 'A' Curb	31 LF	\$ 25. ⁰⁰	\$ 775. ⁰⁰
10.	Soft Spot Repair	90 SY	\$ 30. ⁰⁰	\$ 2700. ⁰⁰
11.	HMA Asphalt Patching	3.4 TONS	\$ 300. ⁰⁰	\$ 1020. ⁰⁰
12.	4' Orange Construction Fence	850 LF	\$ 5. ⁰⁰	\$ 4250. ⁰⁰
13.	Irrigation System/Surface Restoration	1 LS	\$ 2500. ⁰⁰	\$ 2500. ⁰⁰
14.	Pedestrian Traffic Control	1 LS	\$ 1000. ⁰⁰	\$ 1000. ⁰⁰
Bid Total				\$ 48,875. ⁷⁵

McCauley's Classic Construction
Firm Name of Bidder

[Signature]
Signature of Bidder

ESTIMATOR
Official Title

945 BEACHVIEW BLVD CLARKSTON WA 99203
Bidders Mailing Address

14493-A-4
Public Works License No.

WASHINGTON
State of Incorporation if Incorporated

SEAL (if incorporated)

Dated at 10:00 am

This 3rd day of May, 2019

BID PROPOSAL

TO: Mayor and City Council
City of Moscow, Idaho

Date: 5/3/19

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 LENA WHITMORE PARK ADA PATHWAY, (hereinafter "Project"), specified herein and which construction documents are on file with the Assistant Parks and Recreation Director, City Shop - Parks, 650 North Van Buren 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. Proposal Guarantee (Bid bond) is not required with bid submittal.
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 Assistant Parks and Recreation Director.
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 Work's License Number RCE-21479.
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>N/A</u>		
b.			
c.			
d.			
e.			

12. The undersigned proposes to furnish labor, materials, equipment and services of all kinds required for LENA WHITMORE PARK ADA PATHWAY 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

<u>Item No.</u>	<u>Item Description</u>	<u>Quantity & Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Mobilization	1 LS	\$ 5,000.00	\$ 5,000.00
2.	Excavation	42 CY	\$ 90.00	\$ 3,780.00
3.	Remove/Dispose Bituminous Surface	15 SY	\$ 90.00	\$ 1,350.00
4.	Remove/Dispose Concrete Sidewalk	234 SY	\$ 40.00	\$ 9,360.00
5.	Remove/Dispose Concrete Curb	31 LF	\$ 25.00	\$ 775.00
6.	Remove/Relocate Accessories	1 LS	\$ 1,000.00	\$ 1,000.00
7.	Five-Inch Thick Concrete Sidewalk	360 SY	\$ 75.00	\$ 27,000.00
8.	Pedestrian Ramp	32 SY	\$ 3,000.00	\$ 3,000.00
9.	Concrete Type 'A' Curb	31 LF	\$ 50.00	\$ 1,550.00
10.	Soft Spot Repair	90 SY	\$ 35.00	\$ 3,150.00
11.	HMA Asphalt Patching	3.4 TONS	\$ 700.00	\$ 2,380.00
12.	4' Orange Construction Fence	850 LF	\$ 3.00	\$ 2,550.00
13.	Irrigation System/Surface Restoration	1 LS	\$ 5,000.00	\$ 5,000.00
14.	Pedestrian Traffic Control	1 LS	\$ 2,000.00	\$ 2,000.00
			Bid Total	\$ 67,895.00

Knox Concrete LLC
Firm Name of Bidder

[Signature]
Signature of Bidder

Estimator
Official Title

913 Snake River Ave. Lewiston, ID 83501
Bidders Mailing Address

PWC-C-16917-B-4
Public Works License No.

N/A
State of Incorporation if Incorporated

SEAL (if incorporated)

Dated at 11:30

This 3rd day of May, 2019

Moscow City-Wide Sidewalk Replacement Project - 2019

Bids Opened 5/3/2019

2019 Engineers Estimate					
Item No.	Item Description	Qty.	Unit	Price	Total
1	Mobilization	1	LS	\$5,400.00	\$5,400.00
2	Excavation	12	CY	\$60.00	\$720.00
3a	Remove and Dispose of Concrete Sidewalk	190	SY	\$36.50	\$6,935.00
3b	Remove and Dispose of Concrete Type A Curb	200	LF	\$10.00	\$2,000.00
3c	Remove and Dispose of Concrete Curb and Gutter	50	LF	\$13.00	\$650.00
3d	Remove and Dispose of Concrete Vehicular Approach	15	SY	\$35.00	\$525.00
3e	Remove and Dispose of Concrete Pedestian Ramp	90	SY	\$34.00	\$3,060.00
4a	Construct Reinforced Concrete Sidewalk	25	SY	\$65.00	\$1,625.00
4b	Construct Standard Concrete Sidewalk	250	SY	\$55.00	\$13,750.00
5a	Construct Concrete Type A Curb	250	LF	\$25.00	\$6,250.00
5b	Construct Concrete Curb and Gutter	50	LF	\$37.50	\$1,875.00
5c	Construct Concrete Pedestrian Curb	100	LF	\$25.00	\$2,500.00
63	Construct Reinforced Concrete Vehicular Approach	15	SY	\$65.00	\$975.00
7	Construct Concrete Pedestrian Ramp	115	SY	\$75.00	\$8,625.00
8	Truncated Domes	90	SF	\$35.00	\$3,150.00
9	Truncated Domes - Retrofit	10	SF	\$35.00	\$350.00
10	Imported Topsoil	15	CY	\$50.00	\$750.00
11	Construct Segmented Block Retaining Wall	25	SFF	\$35.00	\$875.00
12	Steel Reinforcing Bar 1/2"	125	LF	\$3.00	\$375.00
TOTAL =					\$60,390.00

Bid From: McCalls Classic Construction	
Price	Total
\$0.00	\$0.00
\$50.00	\$600.00
\$27.00	\$5,130.00
\$5.00	\$1,000.00
\$8.00	\$400.00
\$27.00	\$405.00
\$27.00	\$2,430.00
\$54.00	\$1,350.00
\$45.00	\$11,250.00
\$20.00	\$5,000.00
\$22.00	\$1,100.00
\$18.00	\$1,800.00
\$58.50	\$877.50
\$63.00	\$7,245.00
\$32.00	\$2,880.00
\$32.00	\$320.00
\$50.00	\$750.00
\$25.00	\$625.00
\$1.00	\$125.00
	\$43,287.50

Bid From: Curtis Concrete	
Price	Total
\$6,000.00	\$6,000.00
\$80.00	\$960.00
\$51.20	\$9,728.00
\$18.00	\$3,600.00
\$30.00	\$1,500.00
\$70.00	\$1,050.00
\$66.00	\$5,940.00
\$83.00	\$2,075.00
\$64.90	\$16,225.00
\$28.60	\$7,150.00
\$40.00	\$2,000.00
\$16.00	\$1,600.00
\$92.00	\$1,380.00
\$106.00	\$12,190.00
\$20.00	\$1,800.00
\$48.00	\$480.00
\$32.00	\$480.00
\$70.00	\$1,750.00
\$8.10	\$1,012.50
	\$76,920.50

Bid From: Knox Concrete	
Price	Total
\$10,000.00	\$10,000.00
\$150.00	\$1,800.00
\$35.00	\$6,650.00
\$20.00	\$4,000.00
\$25.00	\$1,250.00
\$45.00	\$675.00
\$40.00	\$3,600.00
\$90.00	\$2,250.00
\$80.00	\$20,000.00
\$35.00	\$8,750.00
\$50.00	\$2,500.00
\$30.00	\$3,000.00
\$120.00	\$1,800.00
\$150.00	\$17,250.00
\$30.00	\$2,700.00
\$40.00	\$400.00
\$100.00	\$1,500.00
\$40.00	\$1,000.00
\$5.00	\$625.00
	\$89,750.00

**CONSTRUCTION AGREEMENT
FOR MOSCOW CITY-WIDE SIDEWALK REPLACEMENT PROJECT - 2019
BETWEEN CITY OF MOSCOW, IDAHO
AND MCCALL'S CLASSIC CONSTRUCTION, INC.**

THIS CONSTRUCTION AGREEMENT FOR MOSCOW CITY-WIDE SIDEWALK REPLACEMENT PROJECT - 2019 BETWEEN CITY OF MOSCOW, IDAHO, AND MCCALL'S CLASSIC CONSTRUCTION, 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 McCall's Classic Construction, Inc., 945 Beachview Boulevard, Clarkston, Washington, 99403 (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: Moscow City-Wide Sidewalk Replacement Project – 2019
City of Moscow Project No. 103-019
3. Bid/Proposal of CONTRACTOR, dated May 3, 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:

"Moscow City-Wide Sidewalk Replacement Project - 2019"

ARTICLE 3. CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall be substantially completed by October 5, 2019. Work commenced at any particular site shall be completed within fourteen (14) calendar days, 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 the amounts listed as the Unit Prices in the attached CONTRACTOR's Proposal. Said Contract Sum shall be paid in accordance with the terms of the Contract Documents.

Sidewalk construction costs based on the Unit Prices in the attached CONTRACTOR's Proposal will be paid to CITY by the adjacent property owners prior to commencement of the work at each site. CONTRACTOR payments for all work will be made monthly by CITY, based on quantities of work completed and accepted.

The work under this Agreement is expected to consist of approximately sixty percent (60%) public sidewalk and forty percent (40%) A.D.A. compliant pedestrian ramps. The minimum value of work expected to be completed under this Project is Fifty Thousand Dollars (\$50,000). The value of the work under this Project may be increased up to a total of One Hundred Thousand Dollars (\$100,000), depending on the level of voluntary property owner participation in the Sidewalk Replacement Program.

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:

McCall's Classic Construction, Inc.
945 Beachview Boulevard
Clarkston, Washington 99403

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

McCall's Classic Construction, Inc.

CITY

City of Moscow, Idaho

By:

Bill Lambert, Mayor

By:

ATTEST:

Laurie M. Hopkins, City Clerk

Approved As To Form:

Mia Vowels, City Attorney

ACKNOWLEDGMENT

STATE OF _____)
County of _____) ss:

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 McCall's Classic Construction, Inc.

(seal)

Notary Public residing at: _____
My commission expires: _____

INVITATION TO BID

The City of Moscow, Idaho is accepting bids to be submitted to the business office of the Public Works Department, 221 East Second Street Moscow, Idaho 83843, or emailed to Sandra Collins at sandracollins@city.moscow.id.us until 3:00 p.m., prevailing local time, Friday, May 3rd, 2019, for the following project:

MOSCOW CITY-WIDE SIDEWALK REPLACEMENT PROJECT-2019

The intent of the City of Moscow Sidewalk Improvement Program is to replace damaged or deficient sidewalks and pedestrian curb ramps, and generally improve pedestrian access throughout the community. In an effort to encourage property owners to replace deficient sidewalks adjacent to their property, one provision of the program allows property owners to request City assistance with estimating, contracting, and inspecting the work of replacing their sidewalks. Through this year, the City is soliciting requests for work orders for damaged sidewalk material and replacement, as well as the replacement of deficient damaged curb, non-compliant pedestrian curb ramps, and curb curbside improvements (planting, water, sidewalk, etc.). Bids based on the estimates submitted by the successful responder to the request will be paid to the City by the relevant property owners prior to commencement of the work as well as the estimated response for all work will be made by the City monthly, based on quantities of work completed and accepted.

The work under this Agreement is expected to consist of approximately 1000 linear sidewalk and 4000 ADA compliant pedestrian ramps. The minimum value of work requested to be completed under this Project is Fifty Thousand Dollars (\$50,000). Once under \$100,000, the selected contractor will be required to provide an Idaho Public Works License.

The license and proposed bond in the amount of Fifty Thousand Dollars (\$50,000) will be required of the selected contractor, to remain in effect for the duration of the project. There shall also be provided by the selected contractor evidence of public liability insurance to ensure not less than those identified in these specifications.

The value of the work under this project may be increased up to a total of One Hundred Thousand Dollars (\$100,000), depending on the level of voluntary property owner participation in the Sidewalk Replacement Program.

All specifications and instructions shall conform to City of Moscow Standards and the Project Specifications.

Contractor shall furnish a sealed, written and signed bid (on Bid Proposal form) to perform this work to Engineering Department Administrative Assistant Sandra Collins or bids may be submitted by e-mail to sandracollins@city.moscow.id.us by 3:00 p.m., on Friday, May 3rd, 2019. All responders will be notified of results by e-mail by Monday, May 6th, 2019. Contact City of Moscow Engineering Technician Erik Peterson at epeterson@city.moscow.id.us with any question you might have.

BID PROPOSAL

TO: Mayor and City Council
City of Moscow, Idaho

Date: May 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 MOSCOW CITY-WIDE SIDEWALK REPLACEMENT PROJECT - 2019, specified herein and which encompasses documents are the with the City Engineer, Paul Brown, P.E., Idaho, and which are a complete and full set of the same and effect as though they were attached hereto. This offer is conditioned on the following description of the work, location and understanding of the undersigned and the agreement of the CITY in the same and given herein submitted.

1. All project qualifications and drawings submitted by the undersigned are their own and are not to be used for any other purpose.
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 amount of the estimated minimum contract price (\$50,000).
5. Proposal Guarantee (Bid bond) is not required with bid submittal.
6. Prior to issuance of a Notice to Proceed, a warranty Security or performance bond in the amount of \$7,500 (fifteen percent of the estimated minimum contract price) shall be furnished to CITY by the Contractor. This warranty Security shall be held by the CITY, or name the CITY as a holder of the warranty or as the beneficiary of the bond, and shall be in effect for a minimum period of two years from the date of completion of the work thereunder.
7. The undersigned further agrees that CITY shall have the right to accept or reject any bid which is subject to the City Council's decision in the final interest of CITY.
8. The undersigned agrees to provide all necessary equipment and materials within a period of time to be determined by the City Engineer.
9. The undersigned, as a bidder, acknowledges that the project is a public work and that the project is subject to the provisions of the Idaho Public Works Law, which have been enacted as part of the public accountancy.
10. The undersigned agrees to complete all work under the contract within the time limitations set forth in paragraph 10-11 of the Instructions to Bidders.
11. The undersigned further agrees to provide all work under the contract within the time limitations set forth in paragraph 10-11 of the Instructions to Bidders.

12. 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
None			

13. The undersigned has included with the bid the following forms and information:

- a. Bid Proposal
- b. Work Experience - See IB-7

14. The undersigned proposes to furnish labor, materials, equipment and services of all kinds required for MOSCOW CITY-WIDE SIDEWALK REPLACEMENT PROJECT - 2019 as described in the specifications, including all appurtenant work, all as required by the specifications and the proposal for the project in accordance with the completed schedule attached below as follows:

BID SCHEDULE
MOSCOW CITY-WIDE SIDEWALK REPLACEMENT PROJECT - 2019

Item No.	Item Description	Quantity & Unit	Unit Price	Total Price
1c.	Maintenance	1 LF	\$ 0.00	\$ 0.00
2.	Estimation	12 CY	\$ 125.00	\$ 1,500.00
3a.	Remove and Dispose of Concrete Sidewalk	180 SY	\$ 27.00	\$ 4,860.00
3b.	Remove and Dispose of Concrete Type A Curb	250 LF	\$ 4.00	\$ 1,000.00
3c.	Remove and Dispose of Concrete Curb and Gutter	50 LF	\$ 8.00	\$ 400.00
3d.	Remove and Dispose of Concrete Vehicular Approach	15 SY	\$ 27.00	\$ 405.00
3e.	Remove and Dispose of Concrete Pedestrian Ramp	90 SY	\$ 27.00	\$ 2,430.00
4a.	Construct Reinforced Concrete Sidewalk	25 SY	\$ 54.00	\$ 1,350.00
4b.	Construct Standard Concrete Sidewalk	250 SY	\$ 45.00	\$ 11,250.00
4c.	Construct Concrete Type A Curb	250 LF	\$ 20.00	\$ 5,000.00
5a.	Construct Concrete Curb and Gutter	40 LF	\$ 25.00	\$ 1,000.00
5b.	Construct Concrete Protection Curb	100 LF	\$ 15.00	\$ 1,500.00
6.	Construct Reinforced Concrete Vehicular Approach	15 SY	\$ 55.50	\$ 832.50
7.	Construct Concrete Pedestrian Ramp	115 SY	\$ 63.00	\$ 7,245.00
8.	Truncated Domes	90 SF	\$ 32.00	\$ 2,880.00
9.	Truncated Domes - Retrofit	10 SF	\$ 32.00	\$ 320.00
10.	Imported Top Soil	15 CY	\$ 50.00	\$ 750.00
11.	Construct Segmental Block Retaining Wall	25 SFF	\$ 25.00	\$ 625.00
12.	Steel Reinforcing Bar 1/2"	125 LF	\$ 1.00	\$ 125.00
Base Bid Total				\$ 43,287.50

The quantities shown in this proposal are approximations only and are for the purpose of comparing bids. Final quantities are dependent on citizen participation in the Sidewalk Program and may vary greatly from those indicated above. Each project will be subject to a \$500.00 minimum amount when the sidewalk repair area is less than 5 square yards or the curb length is less than 10 linear feet, as applicable.

McCall's Classic Construction
Firm Name of Bidder

[Signature]
Signature of Bidder

Estimator
Official Title

945 BEACHVIEW BVD CLACKSTON WA 99403
Bidders Mailing Address

14493-A-4
Public Works License No.

WASHINGTON
State of Incorporation if Incorporated

SEAL (if incorporated)

Dated at 10:00am

This 3rd day of May 2019

Pedestrian Curb Ramp Improvement Project - 2019
Bids Opened 5/3/2019

				Engineers Estimate		Bid From: McCall's Classic Construction	
Item No.	Item Description	Qty.	Unit	Unit Price	Amount	Price	Total
1	Mobilization	1	L.S.	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00
2a	Remove/Dispose Concrete Curb Type A	23	L.F.	\$10.00	\$230.00	\$6.00	\$138.00
2b	Remove/Dispose Concrete Curb & Gutter	22.1	L.F.	\$12.00	\$265.20	\$10.00	\$221.00
2c	Remove/Dispose Concrete Sidewalk	19.8	S.Y.	\$30.00	\$594.00	\$27.00	\$534.60
2d	Remove/Dispose Bituminous Surface	18.1	S.Y.	\$25.00	\$452.50	\$27.00	\$488.70
2e	Remove/Dispose Concrete Pavement 12"	15.1	S.Y.	\$35.00	\$528.50	\$150.00	\$2,265.00
3	Construct Concrete Type B Curb & Gutter	49.1	L.F.	\$40.00	\$1,964.00	\$30.00	\$1,473.00
4	Construct Concrete Pedestrian Curb Ramp	33.6	S.Y.	\$90.00	\$3,024.00	\$90.00	\$3,024.00
5	Hot Mix Asphalt Patching	5.4	S.Y.	\$100.00	\$540.00	\$100.00	\$540.00
6	Concrete Pavement 12"	7.6	S.Y.	\$200.00	\$1,520.00	\$350.00	\$2,660.00
7	Storm Drainage Modificatons	1	L.S.	\$7,500.00	\$7,500.00	\$5,900.00	\$5,900.00
8	Fiber Optic Vault	1	EA.	\$600.00	\$600.00	\$1,250.00	\$1,250.00
9	Tubular Marker	1	EA.	\$400.00	\$400.00	\$300.00	\$300.00
10	Traffic Control	1	L.S.	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00
				TOTAL	\$25,618.20	TOTAL	\$21,294.30

**CONSTRUCTION AGREEMENT
FOR PEDESTRIAN CURB RAMP IMPROVEMENT PROJECT - 2019
BETWEEN CITY OF MOSCOW, IDAHO
AND MCCALL'S CLASSIC CONSTRUCTION, INC.**

THIS CONSTRUCTION AGREEMENT FOR PEDESTRIAN CURB RAMP IMPROVEMENT PROJECT - 2019 BETWEEN CITY OF MOSCOW, IDAHO AND MCCALL'S CLASSIC CONSTRUCTION, 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 McCall's Classic Construction, Inc., 945 Beachview Boulevard, Clarkston, Washington, 99403 (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: Pedestrian Curb Ramp Improvement Project – 2019
City of Moscow Project No. 104-019
3. Bid/Proposal of CONTRACTOR, dated May 3, 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:

"Pedestrian Curb Ramp Improvement Project - 2019"

ARTICLE 3. CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall start no earlier than May 13, 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 Twenty One Thousand Two Hundred Ninety Four and 30/100 Dollars (\$21,294.30) for Base Bid, as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR's bid amount of Twenty One Thousand Two Hundred Ninety Four and 30/100 Dollars (\$21,294.30) 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, judgments 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:

McCall's Classic Construction, Inc.
945 Beachview Boulevard
Clarkston, Washington 99403

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

McCall's Classic Construction, Inc.

CITY

City of Moscow, Idaho

By:

Bill Lambert, Mayor

Laurie M. Hopkins, City Clerk

Approved As To Form:

ACKNOWLEDGMENT

STATE OF _____)
) ss:
County of _____)

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 McCall's Classic Construction, Inc.

(seal)

Notary Public residing at: _____
My commission expires: _____

INVITATION TO BID

The City of Moscow, Idaho is accepting bids to be submitted to the business office of the Public Works Department, Engineering Division, 221 East Second Street, P.O. Box 9203, Moscow, Idaho 83843, until 3:00 p.m., prevailing local time, Friday, May 3, 2019, for the following project:

PEDESTRIAN CURB RAMP IMPROVEMENT PROJECT - 2019

This project consists of replacing deficient pedestrian curb ramps at the intersection of Jackson Street (US 95) and Third Street and other associated bid items within the Moscow City Limits.

Any objections to the contents or terms of the Specifications shall be raised one (1) day prior to bid opening or it shall be deemed to have been waived.

~~Prevailing wages are not required on this project.~~

~~Proposal Guarantee (Bid bond) is not required with bid submittal.~~

~~Contractor shall furnish a sealed, written and signed bid (on Bid Proposal form) to perform this work to Sandra Collins, Administrative Assistant/Deputy City Clerk, Engineering Division, 221 E. Second Street (Paul Mann Building). OR bids may be submitted by e-mail to scollins@cityofmoscow.id.us by 3:00 p.m., Prevailing Local Time, Friday, May 3, 2019. All responders will be notified of results by e-mail by Monday, May 6, 2019. Contact Sandra Collins at scollins@cityofmoscow.id.us with any questions.~~

~~The City reserves the right to reject any and all Bid Proposals, to waive any formality in the Bidding Contract Documents and to make selection to the lowest responsive, responsible and qualified Bidder as it may best serve the interest of the Owner.~~

BID PROPOSAL

TO: Mayor and City Council
City of Moscow, Idaho

Date: MAY 30, 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, construction contract to do the CITY OF MOSCOW, IDAHO CURB RAMP IMPROVEMENT PROJECT - 2019, specified herein and which construction documents are on file with the City Engineer, Paul Moxon, Building Division, 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 statements as in the Plans, Specifications and understanding of the undersigned and the agreement of the CITY to the same and prices being 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 called for in paragraph 1 above, will have the same force and effect as if attached hereto and that when worked they will be considered a part of the contract.
4. The undersigned will furnish superior performance and payment bonds in the full amount of the contract price.
5. Proposal Guarantee (Bid bond) is not required with bid submittal.
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 addendum number 1 through _____ have been delivered to bidder and have been received as part of the contract documents.
9. The undersigned agrees to complete all work contained in the contract within the time provisions set forth in paragraph 10-12 of the Instructions to Bidders.

10. The undersigned holds Idaho Public Work's License Number 151197-A-21

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 Services	Idaho Public Work's License Number	Amount
None			

13. The undersigned proposes to furnish labor, materials, equipment and services of all kinds required for PEDESTRIAN CURB RAMP IMPROVEMENT PROJECT – 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
PEDESTRIAN CURB RAMP IMPROVEMENT PROJECT - 2019

Item No.	Item Description	Quantity & Unit	Unit Price	Total Price
1.	Mobilization	1 LS	\$ 1000.00	\$ 1000.00
2a.	Remove / Dispose of Concrete Curb Type A	23 LF	\$ 6.00	\$ 138.00
2b.	Remove / Dispose of Concrete Curb & Gutter	22.1 LF	\$ 10.00	\$ 221.00
2c.	Remove / Dispose of Concrete Sidewalk	19.8 SY	\$ 27.00	\$ 534.00
2d.	Remove / Dispose of Bituminous Surface	19.1 SY	\$ 21.00	\$ 400.70
2e.	Remove / Dispose of Concrete Pavement 12"	15.1 SY	\$ 150.00	\$ 2265.00
3.	Construct Concrete Type B Curb & Gutter	49.1 LF	\$ 30.00	\$ 1473.00
4.	Construct Concrete Pedestrian Curb Ramp	33.8 SY	\$ 90.00	\$ 3024.00
5.	Hot Mix Asphalt Patching	5.4 SY	\$ 100.00	\$ 540.00
6.	Concrete Pavement 12"	7.2 SY	\$ 1200.00	\$ 8640.00
7.	Storm Drainage Modification	1 LS	\$ 1200.00	\$ 1200.00
8.	New Curb Total	7 LF	\$ 1200.00	\$ 8400.00
9.	Total for Material	7 LF	\$ 1200.00	\$ 8400.00
10.	Final Cost	1 LS	\$ 1200.00	\$ 1200.00
Bid Total				\$ 21,294.70

McCall's Classic Construction
Firm Name of Bidder

[Signature]
Signature of Bidder

Estimator
Official Title

945 BEACHVIEW BLVD CHICKSEAN WA 99403
Bidders Mailing Address

14493-A-4
Public Works License No.

WASHINGTON
State of Incorporation if Incorporated

SEAL (if incorporated)

Dated at 10:00 am

This 3rd day of May, 2019